



**Chase County Schools creates exceptional opportunities, fosters strong relationships, and empowers students to succeed.**

**Board of Education Regular Meeting**

Tuesday, July 11, 2023 6:00 PM

Conference Room

520 E 9th Street

Imperial, NE 69033

**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. SUPERINTENDENT'S REPORT
  4. BOARD COMMITTEE REPORT
- VII. ACTION ITEMS
  1. Discuss, consider, and take necessary action in regard to contracting with Occupational Therapy Services LLC for the 23-24 school year.
  2. Discuss, consider and take necessary action in regard to the 23-24 district handbooks.
  3. Discuss, consider and take necessary action in regard to the recommended amendments by Perry Law firm due to new legislation for policy 1101.
  4. Discuss, consider and take necessary action in regard to the recommended amendments by Perry Law firm due to new legislation for policies 5004, 5006 including Resolution and Sample Letter, 5101, 5102, 5205.
  5. Discuss, consider and take necessary action in regard to the recommended amendments by Perry Law firm due to new legislation for policies 6212, 6284, 6600, 6700.
  6. Discuss, consider and take necessary action in regard to the recommended amendments by Perry Law firm due to new legislation for policy 8130.

7. Discuss, consider and take necessary action in regard to the recommended policies by Perry Law firm due to new legislation. This would be the first reading for policies 6215, 6921, 6930.
8. Discuss, consider and take necessary action in regard to the recommended policies by Perry Law firm due to new legislation. This would be the first reading for policies 4171, 5602, 6288.
9. Discuss, consider and take necessary action in regard to school lunch prices for the 23-24 school year with new data provided by OPPA!

VIII. DISCUSSION ITEMS

1. Annual State of the Schools Report
2. Annual Multicultural Report
3. Policy Review for the 2000's
4. Parking Lot Information
5. Potential Bleacher Colors
6. New Budget Regulations
7. NASB Regional Meeting Aug. 29th at North Platte  
Registration due by Aug. 24

IX. EXECUTIVE SESSION: to discuss strategy, receive legal advice, and take necessary action related to pending, imminent, or threatened litigation.

X. ADJOURN



**Meeting the challenge, exceeding expectations and Continuing our legacy of excellence**

**Board of Education Regular Meeting**

Tuesday, June 13, 2023 6:00 PM

Conference Room

520 East 9th Street

Imperial, NE 69033

Posted Locations:

Imperial Republican

Posted Date: 06/07/2023

Attendance Taken at 6:00 PM.

Cindy Arterburn:	Present
Linsey Foote:	Present
Josh Fries:	Present
Karl Meeske:	Present
Jeff Olsen:	Present
Willy O'Neil:	Present
Dan Reeves:	Present
Carrie Terryberry:	Absent
Steve Wallin:	Present

**I. CALL MEETING TO ORDER**

President Meeske called the meeting to order at 6:00 P.M.

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

Motion to approve the agenda as presented Passed with a motion by Jeff Olsen and a second by Josh Fries. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

**III. APPROVAL OF MINUTE** Motion to approve the minutes as presented Passed with a motion by Cindy Arterburn and a second by Steve Wallin. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

**IV. APPROVAL OF FINANCIAL REPORT**

Motion to approve the financial report as presented in the amount of \$834,484.99 Passed with a motion by Josh Fries and a second by Willy O'Neil. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

## **V. PUBLIC COMMENT**

## **VI. INFORMATION AND PROPOSALS**

### **VI.1. ACTIVITY DIRECTOR'S REPORT**

The Board was referenced to read the report submitted by Troy Hauwell, Activity Director.

### **VI.2. PRINCIPALS' REPORT**

The Board was referenced to read the reports submitted by Principals Becky Odens and Chris Barr.

### **VI.3. SUPERINTENDENT'S REPORT**

Superintendent Lambert began his report summarizing the last day of school events. He noted on May 22<sup>nd</sup> a retirement gathering was held where two teachers, a bus driver and one paraeducator were recognized for their service to Chase County Schools. He noted that the principals and himself spent a couple days going through all the handbooks and updating areas that they felt needed some attention, and those handbooks have been given to the policy committee to review. He congratulated the boys and girls track teams for their huge accomplishments at state track, where boys placed 1<sup>st</sup> and girls placed 2<sup>nd</sup>. He went on to say that all teacher positions are now filled, and we are currently trying to fill paraprofessional and bus driver positions. He continued on explaining the Legislative Bills that have been passed up to this point dealing with education Superintendent Lambert concluded his report stating Building and Grounds committee has met with Carroll Seating to narrow down the bleacher design. The topographical survey has been completed for the East parking lot, the next step will be putting together plan drawings. The Longhorn gym walls have been repainted with a fresh coat of white paint. They are now moving to the cafeteria and commons area to freshen up the paint in those areas. 10 of the classrooms that were approved for new carpet have been gutted, the new carpet should be delivered the 1<sup>st</sup> week of July. He explained that LB 243 did pass which means all Nebraska school districts will be receiving foundation aid. It also means that Special Education services will go from 42% reimbursement rate to an 80% reimbursement rate. The bill adds a 3<sup>rd</sup> cap to school districts by enforcing a revenue cap. In prior years there have been a levy cap and a budget authority cap. He finished noting the account balances as of 6/13/2023.

### **VI.4. BOARD COMMITTEE REPORT**

## **VII. ACTION ITEMS**

### **VII.1. Discuss, consider, and take necessary action in the hiring of Mallory Perez for the position of elementary teacher for the 23-24 school year.**

Move to take necessary action in the hiring of Mallory Perez for the position of elementary teacher for the 23-24 school year. Passed with a motion by Josh Fries and a second by Willy O'Neil. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

**VII.2. Discuss, consider, and take necessary action in regard to the purchase of computers for the new technology courses.**

Move to take necessary action in regard to the purchase of computers for the new technology courses in the amount of \$19,731.00 Passed with a motion by Linsey Foote and a second by Josh Fries. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

**VII.3. Discuss, consider, and take necessary action in regard to renewing the St. Joseph Institute for the Deaf contract for the 23-24 school year.**

Move to take necessary action in regard to renewing the St. Joseph Institute for the Deaf contract for the 23-24 school year. Passed with a motion by Jeff Olsen and a second by Dan Reeves. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

**VIII. DISCUSSION ITEMS**

**VIII.1. Discuss bus driver shortage.**

**VIII.2. Discuss Policy set 2000 for any suggested changes.**

**IX. EXECUTIVE SESSION: Superintendent Evaluation and contract.**

EXECUTIVE SESSION: Move to go to executive session to discuss Superintendent Evaluation and contract at 7:01 P.M. Motion to approve Superintendent Lamberts contract at \$168,500.00 for the 2024-2025 Passed with a motion by Linsey Foote and a second by Steve Wallin. Cindy Arterburn: Yea, Linsey Foote: Yea, Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Steve Wallin: Yea

**X. ADJOURN**

President Meeske adjourned the meeting at 7:33 P.M.

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Board President

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Board Secretary

# Cash Report - For the Year

Printed: 07/07/2023 10:53:13AM

Chase County Schools - Activity Accounting

Activities 1							
Group	0	Activity Groups					
Account Number	Description		Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance
<b>Activity Groups</b>							
218		PBIS	6,504.95	1,790.79	(1,334.21)	589.92	7,551.45
	<b>0</b>	<b>Activity Groups</b>	<b>6,504.95</b>	<b>1,790.79</b>	<b>(1,334.21)</b>	<b>589.92</b>	<b>7,551.45</b>
							* Group
<b>Academic Clubs</b>							
300		Show Choir	25.00	116.23	(2,460.94)	106.93	(2,212.78)
302		Musical	(220.01)	2,069.75	(1,112.49)	220.01	957.26
303		CCES Music Resale	419.00	0.00	0.00	0.00	419.00
304		Band Instrument Rental	0.72	1,333.00	(75.00)	0.00	1,258.72
305		Band Resale	1,805.56	438.23	0.00	106.93	2,350.72
308		Drama	390.72	609.38	(958.45)	582.93	624.58
309		Fine Arts	897.32	0.00	0.00	0.00	897.32
310		Young Americans	270.00	0.00	0.00	0.00	270.00
311		Tri-M	1,116.00	0.00	0.00	0.00	1,116.00
400		Alumni Clearing	6,088.53	0.00	(3,012.73)	0.00	3,075.80
402		CCES Activity Fund	(429.20)	57.60	(832.00)	429.20	(774.40)
	<b>1</b>	<b>Academic Clubs</b>	<b>10,363.64</b>	<b>4,624.19</b>	<b>(8,451.61)</b>	<b>1,446.00</b>	<b>7,982.22</b>
							* Group
<b>Athletics</b>							
1-2		Youth Volleyball	0.00	0.00	0.00	0.00	0.00
9410		Weight Lifting	1,646.25	2,045.00	(562.53)	0.00	3,128.72
001		CCHS Athletics	132,653.00	39,724.00	(136,613.33)	(2,276.96)	33,486.71
002		CCHS Softball	0.00	262.15	0.00	0.00	262.15
003		CCHS Football	50.00	5,825.36	(513.09)	0.00	5,362.27
004		CCHS Volleyball	2,126.54	0.00	0.00	0.00	2,126.54
005		CCHS X-Country	400.00	124.94	0.00	0.00	524.94
006		CCHS Basketball - Girls	468.74	0.00	0.00	0.00	468.74
007		CCHS Basketball - Boys	222.21	1,220.00	0.00	0.00	1,442.21
008		CCHS Wrestling	500.00	1,000.00	0.00	0.00	1,500.00
009		CCHS Track - Girls	891.49	2,127.17	(2,857.93)	0.00	160.73
010		CCHS Track - Boys	2,405.59	1,759.14	(2,857.93)	0.00	1,306.80
011		CCHS Golf	704.00	1,251.23	(1,149.06)	0.00	806.17
013		JH Football	0.00	558.00	0.00	0.00	558.00
014		JH Volleyball	0.00	0.00	0.00	0.00	0.00
015		JH Basketball - Girls	0.00	0.00	0.00	0.00	0.00
016		JH Basketball - Boys	0.00	0.00	0.00	0.00	0.00
017		JH Wrestling	0.00	0.00	0.00	0.00	0.00
018		JH Girls Track	0.00	0.00	0.00	0.00	0.00
019		JH Boys Track	29.52	0.00	0.00	0.00	29.52
020		PE Uniform Resale	205.00	125.00	0.00	0.00	330.00
021		HS Milner Benefit Fund	250.00	0.00	0.00	0.00	250.00
023		AD Savings	817.00	0.00	(95.00)	0.00	722.00

# Cash Report - For the Year

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Chase County Schools - Activity Accounting

Activities 1							
Group	2	Athletics					
Account Number	Description		Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance
024	Youth Volleyball		4,017.89	9,629.01	(8,194.55)	0.00	5,452.35
100	Cheerleaders		2,494.30	5,455.18	(7,002.56)	0.00	946.92
<b>2 Athletics</b>			<b>149,881.53</b>	<b>71,106.18</b>	<b>(159,845.98)</b>	<b>(2,276.96)</b>	<b>58,864.77</b>
* Group							
<b>Classes</b>							
508	Class of 2019		0.00	0.00	0.00	0.00	0.00
509	Class of 2020		0.00	0.00	0.00	0.00	0.00
510	Class of 2021		0.00	0.00	0.00	0.00	0.00
511	Class of 2022		2,642.79	0.00	0.00	1,392.46	4,035.25
1-3-513	Class of 2023		316.93	754.51	(2,373.08)	1,392.46	90.82
514	Class of 2024		7,872.03	3,774.35	(6,243.83)	0.00	5,402.55
515	Class of 2025		4,009.10	2,415.11	(60.62)	1,450.95	7,814.54
516	Class of 2026		0.00	1,688.75	0.00	1,278.76	2,967.51
517	Class of 2027		0.00	0.00	(239.76)	420.48	180.72
518	Class of 2028		0.00	0.00	0.00	420.47	420.47
519	Class of 2029		0.00	1,504.97	(1,012.50)	0.00	492.47
520	Class of 2030		0.00	1,504.98	(1,012.50)	0.00	492.48
<b>3 Classes</b>			<b>14,840.85</b>	<b>11,642.67</b>	<b>(10,942.29)</b>	<b>6,355.58</b>	<b>21,896.81</b>
* Group							
<b>Clubs and Organizations</b>							
1-4	Multicultural Club		0.00	0.00	0.00	0.00	0.00
203	Art Club		150.00	0.00	0.00	0.00	150.00
416	Decals		220.00	120.00	0.00	0.00	340.00
101	CCHS Annual		13,845.80	13,942.00	(4,939.98)	0.00	22,847.82
102	CCEs Yearbook		8,375.29	2,861.00	(3,113.78)	0.00	8,122.51
103	Thespians - Speech		(669.96)	260.32	(159.28)	798.62	229.70
104	Student Council		1,216.95	1,859.76	(1,282.85)	0.00	1,793.86
106	CCS Flower Fund		147.92	50.00	(247.64)	0.00	(49.72)
107	Technology		2,700.00	0.00	0.00	0.00	2,700.00
108	Electric Car Project		493.76	0.00	0.00	0.00	493.76
109	Inter Acct		500.00	0.00	0.00	0.00	500.00
200	FBLA		12,037.87	17,489.01	(18,702.23)	0.00	10,824.65
201	FBLA - Sponsor		(1,321.00)	0.00	(1,468.00)	1,321.00	(1,468.00)
202	FBLA Bank		21,571.95	0.00	(181.31)	0.00	21,390.64
901	Student Deposits - FBLA Bank		(9,974.08)	0.00	0.00	0.00	(9,974.08)
204	Multicultural Club		3,486.41	519.97	(308.19)	0.00	3,698.19
205	FCCLA		2,816.17	12,097.07	(9,803.88)	0.00	5,109.36
206	FCCLA - Sponsor		0.00	0.00	0.00	0.00	0.00
207	Pro Start		0.00	0.00	0.00	0.00	0.00
210	FFA		13,878.87	71,423.17	(93,110.77)	500.61	(7,308.12)
211	FFA - Sponsor		0.00	0.00	0.00	0.00	0.00
212	FFA-Farm Account		3,312.25	3,607.00	(5,264.75)	0.00	1,654.50

# Cash Report - For the Year

Printed: 07/07/2023 10:53:13AM  
 Chase County Schools - Activity Accounting

Activities 1							
Group	4	Clubs and Organizations					
Account Number	Description		Balance Forward	Cash In (Receipts)	Cash Out (Payments)	Adjustments	Balance
213	FFA-Memorial		9,549.24	0.00	0.00	0.00	9,549.24
219	Quiz Bowl		0.00	260.32	0.00	128.66	388.98
220	National Honor Society		0.00	142.68	0.00	0.00	142.68
<b>4 Clubs and Organizations</b>			<b>82,337.44</b>	<b>124,632.30</b>	<b>(138,582.66)</b>	<b>2,748.89</b>	<b>71,135.97</b>
							* Group
<b>Miscellaneous</b>							
418	Milk Fund		0.00	521.55	(194.60)	0.00	326.95
419	Reading Intervention		0.00	200.00	(137.62)	0.00	62.38
801	J & J Bernard Scholarship		3,000.00	3,000.00	0.00	0.00	6,000.00
804	Alta Heir Scholarship		23,992.42	0.00	0.00	0.00	23,992.42
805	Rod Markee Scholarship		1,000.00	0.00	0.00	0.00	1,000.00
806	Don Maucher Scholarship		215.00	0.00	0.00	0.00	215.00
807	Gary Adler Memorial Scholarship		9,750.00	0.00	(250.00)	0.00	9,500.00
214	I.A Resale		3,679.76	5,000.00	(4,047.09)	47.33	4,680.00
215	Building Construction		2,582.73	3,000.00	(3,632.11)	0.00	1,950.62
405	Art Resale		3,294.00	0.00	0.00	0.00	3,294.00
408	Library Book Sales		0.00	0.00	0.00	0.00	0.00
409	Defib Training/Flu Vac Fund		(32.18)	475.00	(380.68)	32.18	94.32
412	Special Projects		0.00	0.00	0.00	0.00	0.00
414	Staff/Student Appreciation		2,612.24	0.00	(2,384.92)	0.00	227.32
415	Monthly Interest		1,713.73	3,447.14	0.00	0.00	5,160.87
417	Concessions		13,132.50	43,698.97	(44,668.23)	(8,942.94)	3,220.30
1-9-419	Reading Intervention		0.00	0.00	0.00	0.00	0.00
802	Gladys B & Les Smith Scholarship		21,044.16	0.00	0.00	0.00	21,044.16
808	William & Phil Clancy Scholarship		0.00	1,000.00	(1,000.00)	0.00	0.00
900	CD		102,709.40	0.00	0.00	0.00	102,709.40
1-9-999-9	Activity Clearing		0.00	0.00	0.00	0.00	0.00
999	Activity Clearing		0.00	12,316.35	(11,640.36)	0.00	675.99
<b>9 Miscellaneous</b>			<b>188,693.76</b>	<b>72,659.01</b>	<b>(68,335.61)</b>	<b>(8,863.43)</b>	<b>184,153.73</b>
							* Group
<b>1 Activities</b>			<b>452,622.17</b>	<b>286,455.14</b>	<b>(387,492.36)</b>	<b>0.00</b>	<b>351,584.95</b>
							Location
<b>Report Total:</b>			<b>452,622.17</b>	<b>286,455.14</b>	<b>(387,492.36)</b>	<b>0.00</b>	<b>351,584.95</b>

# Chase Revenue and Expenditure Report

Printed: 07/07/2023 11:25:03AM  
Chase County Schools

General 01								
Account Type	I	Revenue						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>								
01-1-01100-000-000	Taxes Levied/Assessed by the School District	885,088.53	5,716,085.38	0.00	7,375,154.00	1,659,068.62	77.50	01-1-01100-000-000
01-1-01115-000-000	Carline Taxes	701.41	850.88	0.00	1,000.00	149.12	85.09	01-1-01115-000-000
01-1-01125-000-000	Motor Vehicle Taxes	28,016.30	413,832.02	0.00	420,000.00	6,167.98	98.53	01-1-01125-000-000
01-1-01140-000-000	Penalties & Interest	426.07	17,176.90	0.00	0.00	(17,176.90)	0.00	01-1-01140-000-000
01-1-01322-000-000	Tuition from Other Government Sources Within the S	13,728.00	50,964.00	0.00	10,000.00	(40,964.00)	509.64	01-1-01322-000-000
01-1-01510-000-000	Interest	3,332.26	18,297.47	0.00	5,000.00	(13,297.47)	365.95	01-1-01510-000-000
01-1-01800-000-000	Revenue From Community Services Activities	0.00	0.00	0.00	7,500.00	7,500.00	0.00	01-1-01800-000-000
01-1-01910-000-000	Rentals of School Equipment, Property, and Facilit	1,800.00	1,800.00	0.00	5,000.00	3,200.00	36.00	01-1-01910-000-000
01-1-01911-000-000	Local License Fees	0.00	25,055.26	0.00	0.00	(25,055.26)	0.00	01-1-01911-000-000
01-1-01925-000-000	Categorical Grants From Corporations & Other Priva	8,000.00	8,000.00	0.00	0.00	(8,000.00)	0.00	01-1-01925-000-000
01-1-01980-000-000	Refund Of Prior Year's Expenditures	0.00	2,222.46	0.00	0.00	(2,222.46)	0.00	01-1-01980-000-000
01-1-01990-000-000	Miscellaneous Local Revenue	0.00	75.86	0.00	0.00	(75.86)	0.00	01-1-01990-000-000
01-1-02110-000-000	County Fines & License Fees	88.95	238.95	0.00	0.00	(238.95)	0.00	01-1-02110-000-000
01-1-02210-000-000	ESU Receipts	0.00	3,277.11	0.00	6,000.00	2,722.89	54.62	01-1-02210-000-000
01-1-03110-000-000	State Aid	27,769.00	277,736.00	0.00	310,475.00	32,739.00	89.46	01-1-03110-000-000
01-1-03120-000-000	SPED (School Age)	19,792.00	143,554.00	0.00	240,000.00	96,446.00	59.81	01-1-03120-000-000
01-1-03125-000-000	SPED Transportation (School Age)ents.	0.00	17,576.00	0.00	4,000.00	(13,576.00)	439.40	01-1-03125-000-000
01-1-03130-000-000	Homestead Exemption	8,633.24	34,474.95	0.00	0.00	(34,474.95)	0.00	01-1-03130-000-000
01-1-03131-000-000	Property Tax Credit	0.00	846,990.66	0.00	0.00	(846,990.66)	0.00	01-1-03131-000-000
01-1-03180-000-000	Pro-Rate Motor Vehicle	0.00	12,606.07	0.00	15,000.00	2,393.93	84.04	01-1-03180-000-000
01-1-03400-000-000	State Apportionment	0.00	102,095.59	0.00	82,000.00	(20,095.59)	124.51	01-1-03400-000-000
01-1-03500-000-000	Other State Categorical Programs	0.00	140.00	0.00	0.00	(140.00)	0.00	01-1-03500-000-000
01-1-03535-000-000	Payment for High Ability Learners	0.00	3,234.00	0.00	5,000.00	1,766.00	64.68	01-1-03535-000-000
01-1-04305-000-000	Title 8 (Impact Aid)	0.00	0.00	0.00	34,000.00	34,000.00	0.00	01-1-04305-000-000
01-1-04310-000-000	REAP	0.00	40,994.00	0.00	0.00	(40,994.00)	0.00	01-1-04310-000-000
01-1-04421-000-000	IDEA Preschool (611) ARP	0.00	23,476.00	0.00	0.00	(23,476.00)	0.00	01-1-04421-000-000
01-1-04422-000-000	IDEA Preschool (619) ARP	0.00	2,088.00	0.00	0.00	(2,088.00)	0.00	01-1-04422-000-000
01-1-04505-000-000	Title I, Part A ESSA Improving Basic Programs Oper	0.00	111,717.00	0.00	95,000.00	(16,717.00)	117.60	01-1-04505-000-000
01-1-04509-000-000	Title II, Part A, ESSA Supporting Effective Instru	0.00	31,742.00	0.00	0.00	(31,742.00)	0.00	01-1-04509-000-000
01-1-04512-000-000	IDEA Part B (611) Base Allocation	0.00	0.00	0.00	144,000.00	144,000.00	0.00	01-1-04512-000-000

# Chase Revenue and Expenditure Report

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Chase County Schools

General 01									
Account Type	I	Revenue							
Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-1-04516-000-000	IDEA Preschool (619) Base/IDEA Enrollment Poverty	0.00	4,589.00	0.00	0.00	(4,589.00)	0.00	01-1-04516-000-000	
01-1-04518-000-000	IDEA Part B (611) Base & Enrollment Poverty Alloca	0.00	89,043.00	0.00	0.00	(89,043.00)	0.00	01-1-04518-000-000	
01-1-04521-000-000	IDEA Part B Proportionate Share	0.00	427.00	0.00	0.00	(427.00)	0.00	01-1-04521-000-000	
01-1-04525-000-000	Federal Vocational & Applied Technology Education	2,520.00	19,453.00	0.00	0.00	(19,453.00)	0.00	01-1-04525-000-000	
01-1-04530-000-000	Other Federal Categorical Receipts	0.00	0.00	0.00	15,000.00	15,000.00	0.00	01-1-04530-000-000	
01-1-04708-000-000	Medicaid in Public Schools	6,159.32	13,363.32	0.00	5,500.00	(7,863.32)	242.97	01-1-04708-000-000	
01-1-04969-000-000	Title IV, Part A	0.00	20,000.00	0.00	0.00	(20,000.00)	0.00	01-1-04969-000-000	
01-1-04998-000-000	Elementary & Secondary School Emergency Relief	0.00	173,799.00	0.00	0.00	(173,799.00)	0.00	01-1-04998-000-000	
01-1-05200-000-000	Fund Transfers In	0.00	1,050.00	0.00	0.00	(1,050.00)	0.00	01-1-05200-000-000	
01-1-05300-000-000	Proceeds From the Disposal of Real or Personal Pro	2,075.00	5,103.12	0.00	0.00	(5,103.12)	0.00	01-1-05300-000-000	
01-1-05301-000-000	Insurance Adjustments	39,600.00	55,307.25	0.00	0.00	(55,307.25)	0.00	01-1-05301-000-000	
<b>I Revenue</b>		<b>1,047,730.08</b>	<b>8,288,435.25</b>	<b>0.00</b>	<b>8,779,629.00</b>	<b>491,193.75</b>	<b>94.41</b>	<b>* Account Type</b>	
<b>Expense</b>									
01-2-01100-000-000	Regular Instruction	4.50	433.55	0.00	0.00	(433.55)	0.00	01-2-01100-000-000	
01-2-01100-111-001	Regular Instruction-Salaries of Regular Employees	96,294.58	989,207.94	0.00	1,251,818.00	262,610.06	79.02	01-2-01100-111-001	
01-2-01100-111-002	Regular Instruction-Salaries of Regular Employees	113,471.51	1,119,414.60	0.00	1,387,391.00	267,976.40	80.68	01-2-01100-111-002	
01-2-01100-112-002	Regular Instruction-Salaries of Regular Employees	4,848.34	66,517.82	0.00	75,000.00	8,482.18	88.69	01-2-01100-112-002	
01-2-01100-122-002	Regular Instruction-Salaries of Temporary Employee	1,050.00	7,629.00	0.00	13,000.00	5,371.00	58.68	01-2-01100-122-002	
01-2-01100-123-001	Regular Instruction-Salaries of Temporary Employee	11,964.24	83,528.55	0.00	60,000.00	(23,528.55)	139.21	01-2-01100-123-001	
01-2-01100-123-002	Regular Instruction-Salaries of Temporary Employee	3,531.57	45,163.77	0.00	37,000.00	(8,163.77)	122.06	01-2-01100-123-002	
01-2-01100-150-001	Regular Instruction-Additional Compensation Paid t	0.00	0.00	0.00	13,000.00	13,000.00	0.00	01-2-01100-150-001	
01-2-01100-151-001	Regular Instruction-Additional Compensation Paid t	16,585.57	137,138.52	0.00	140,000.00	2,861.48	97.96	01-2-01100-151-001	
01-2-01100-151-002	Regular Instruction-Additional Compensation Paid t	6,162.19	11,233.17	0.00	15,000.00	3,766.83	74.89	01-2-01100-151-002	
01-2-01100-152-001	Regular Instruction-Additional Compensation Paid t	1,319.29	28,215.73	0.00	9,000.00	(19,215.73)	313.51	01-2-01100-152-001	

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Chase County Schools

General 01								
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Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-01100-152-002	Regular Instruction-Additional Compensation Paid t	296.54	296.54	0.00	0.00	(296.54)	0.00	01-2-01100-152-002
01-2-01100-210-000	Regular Instruction-Group Insurance for Non-Instru	0.00	189.83	0.00	0.00	(189.83)	0.00	01-2-01100-210-000
01-2-01100-211-001	Regular Instruction-Group Insurance for Teachers/P	29,548.27	288,089.30	0.00	316,000.00	27,910.70	91.17	01-2-01100-211-001
01-2-01100-211-002	Regular Instruction-Group Insurance for Teachers/P	31,165.27	297,534.13	0.00	359,000.00	61,465.87	82.88	01-2-01100-211-002
01-2-01100-212-001	Regular Instruction-Addit (Inc	144.00	144.00	0.00	200.00	56.00	72.00	01-2-01100-212-001
01-2-01100-212-002	Regular Instruction-Salar (BCB	1,073.64	11,485.88	0.00	17,500.00	6,014.12	65.63	01-2-01100-212-002
01-2-01100-213-001	Regular Instruction-Salar (BCB	298.93	2,916.18	0.00	1,650.00	(1,266.18)	176.74	01-2-01100-213-001
01-2-01100-213-002	Regular Instruction-Salar (BCB	250.39	1,708.92	0.00	7,500.00	5,791.08	22.79	01-2-01100-213-002
01-2-01100-219-001	Early Retirement -ES (BCBS-DBe	0.00	0.00	0.00	800.00	800.00	0.00	01-2-01100-219-001
01-2-01100-219-002	Early Retirement -HS (BCBS-DBe	0.00	215.45	0.00	350.00	134.55	61.56	01-2-01100-219-002
01-2-01100-220-000	Regular Instruction (FICA)	0.00	19.40	0.00	0.00	(19.40)	0.00	01-2-01100-220-000
01-2-01100-220-001	Regular Instruction-Social Security Payments for N	0.00	0.00	0.00	1,300.00	1,300.00	0.00	01-2-01100-220-001
01-2-01100-221-001	Regular Instruction-Social Security Payments for T	8,410.46	83,824.53	0.00	98,000.00	14,175.47	85.54	01-2-01100-221-001
01-2-01100-221-002	Regular Instruction-Social Security Payments for T	8,783.70	83,734.51	0.00	102,881.00	19,146.49	81.39	01-2-01100-221-002
01-2-01100-222-001	Regular Instruction-Addit (FIC	92.64	2,150.22	0.00	700.00	(1,450.22)	307.17	01-2-01100-222-001
01-2-01100-222-002	Regular Instruction-Salar (FIC	419.38	5,080.18	0.00	5,000.00	(80.18)	101.60	01-2-01100-222-002
01-2-01100-223-001	Regular Instruction-Social Security Payments for S	904.36	6,275.44	0.00	3,600.00	(2,675.44)	174.32	01-2-01100-223-001
01-2-01100-223-002	Regular Instruction-Social Security Payments for S	254.67	3,347.00	0.00	2,200.00	(1,147.00)	152.14	01-2-01100-223-002
01-2-01100-229-001	Early Retirement -ES (FICA)	0.00	0.00	0.00	325.00	325.00	0.00	01-2-01100-229-001
01-2-01100-229-002	Early Retirement -HS (FICA)	0.00	75.67	0.00	300.00	224.33	25.22	01-2-01100-229-002
01-2-01100-231-001	Regular Instruction-Retirement Contributions for T	7,901.90	80,956.68	0.00	98,000.00	17,043.32	82.61	01-2-01100-231-001
01-2-01100-231-002	Regular Instruction-Retirement Contributions for T	8,430.68	84,042.32	0.00	103,000.00	18,957.68	81.59	01-2-01100-231-002
01-2-01100-232-001	Regular Instruction-Addit (NPE	0.00	0.00	0.00	350.00	350.00	0.00	01-2-01100-232-001
01-2-01100-232-002	Regular Instruction-Salar (NPE	356.48	4,890.93	0.00	5,000.00	109.07	97.82	01-2-01100-232-002
01-2-01100-233-001	Regular Instruction-Retirement Contributions for S	74.38	1,050.81	0.00	450.00	(600.81)	233.51	01-2-01100-233-001
01-2-01100-233-002	Regular Instruction-Retirement Contributions for S	170.46	955.90	0.00	960.00	4.10	99.57	01-2-01100-233-002
01-2-01100-237-001	Regular Instruction-Increased Retirement Contrib	2,739.13	28,162.08	0.00	34,000.00	5,837.92	82.83	01-2-01100-237-001

# Chase Revenue and Expenditure Report

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Chase County Schools

General 01								
Account Type	X	Expense						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-01100-237-002	Regular Instruction-Salar (NPE	3,076.09	30,868.55	0.00	35,500.00	4,631.45	86.95	01-2-01100-237-002
01-2-01100-239-001	Early Retirement -ES	0.00	0.00	0.00	2,000.00	2,000.00	0.00	01-2-01100-239-001
01-2-01100-239-002	Early Retirement -HS	0.00	1,000.00	0.00	3,000.00	2,000.00	33.33	01-2-01100-239-002
01-2-01100-281-001	Regular Instruction-Health Benefits Paid for Teach	1,642.26	21,906.71	0.00	19,000.00	(2,906.71)	115.30	01-2-01100-281-001
01-2-01100-281-002	Regular Instruction-Health Benefits Paid for Teach	1,419.71	16,873.07	0.00	13,000.00	(3,873.07)	129.79	01-2-01100-281-002
01-2-01100-282-001	Regular Instruction-Addit (HSA	6.30	6.30	0.00	0.00	(6.30)	0.00	01-2-01100-282-001
01-2-01100-282-002	Regular Instruction-Salar (HSA	0.00	104.69	0.00	2,000.00	1,895.31	5.23	01-2-01100-282-002
01-2-01100-283-001	Regular Instruction-Salar (HSA	27.29	285.37	0.00	200.00	(85.37)	142.69	01-2-01100-283-001
01-2-01100-283-002	Regular Instruction-Salar (HSA	34.63	230.54	0.00	1,000.00	769.46	23.05	01-2-01100-283-002
01-2-01100-289-001	Early Retirement -ES (HSA)	0.00	0.00	0.00	100.00	100.00	0.00	01-2-01100-289-001
01-2-01100-352-000	Regular Instruction-Other Technical Services	0.00	0.00	0.00	300.00	300.00	0.00	01-2-01100-352-000
01-2-01100-352-001	Regular Instruction-Other Technical Services	0.00	0.00	0.00	11,500.00	11,500.00	0.00	01-2-01100-352-001
01-2-01100-352-002	Regular Instruction-Other Technical Services	0.00	0.00	0.00	3,000.00	3,000.00	0.00	01-2-01100-352-002
01-2-01100-580-000	Regular Instruction-Travel	0.00	3,455.77	0.00	3,000.00	(455.77)	115.19	01-2-01100-580-000
01-2-01100-580-001	Regular Instruction-Travel	301.20	3,591.98	0.00	3,000.00	(591.98)	119.73	01-2-01100-580-001
01-2-01100-580-002	Regular Instruction-Travel	0.00	707.52	0.00	2,000.00	1,292.48	35.38	01-2-01100-580-002
01-2-01100-610-000	Regular Instruction-General Supplies	2,312.36	18,556.71	4,895.83	20,000.00	(3,452.54)	117.26	01-2-01100-610-000
01-2-01100-610-001	Regular Instruction-General Supplies	813.10	3,147.99	0.00	8,000.00	4,852.01	39.35	01-2-01100-610-001
01-2-01100-610-001-06	Regular Instruction-General Supplies-English 7-12	284.44	737.91	0.00	3,000.00	2,262.09	24.60	01-2-01100-610-001-06
01-2-01100-610-001-08	Regular Instruction-General Supplies-Math 7-12	9.99	458.78	0.00	3,000.00	2,541.22	15.29	01-2-01100-610-001-08
01-2-01100-610-001-10	Regular Instruction-General Supplies-Science 7-12	193.68	3,970.44	3,143.46	15,000.00	7,886.10	47.43	01-2-01100-610-001-10
01-2-01100-610-001-12	Regular Instruction-General Supplies-Social S 7-12	0.00	153.99	0.00	1,625.00	1,471.01	9.48	01-2-01100-610-001-12
01-2-01100-610-001-14	Regular Instruction-General Supplies-Art 7-12	3,845.67	8,754.66	3,415.77	6,000.00	(6,170.43)	202.84	01-2-01100-610-001-14
01-2-01100-610-001-16	Regular Instruction-General Supplies-Music 7-12	0.00	4,926.99	0.00	6,000.00	1,073.01	82.12	01-2-01100-610-001-16
01-2-01100-610-001-18	Regular Instruction-General Supplies-Band 7-12	0.00	4,283.82	4,855.00	4,000.00	(5,138.82)	228.47	01-2-01100-610-001-18
01-2-01100-610-001-20	Regular Instruction-General Supplies-PE 7-12	2,220.53	2,342.51	0.00	4,500.00	2,157.49	54.62	01-2-01100-610-001-20

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Chase County Schools

General 01								
Account Type	X	Expense						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-01100-610-001-21	Regular Instruction-General Supplies-STEM	0.00	1,628.43	0.00	2,500.00	871.57	65.14	01-2-01100-610-001-21
01-2-01100-610-001-22	Regular Instruction-General Supplies-Family Consum	727.45	6,722.94	99.15	6,500.00	(322.09)	104.96	01-2-01100-610-001-22
01-2-01100-610-001-23	Regular Instruction-General Supplies-Woods	670.67	9,099.04	0.00	7,500.00	(1,599.04)	121.32	01-2-01100-610-001-23
01-2-01100-610-001-24	Regular Instruction-General Supplies-Ag	0.00	5,144.30	0.00	7,500.00	2,355.70	68.59	01-2-01100-610-001-24
01-2-01100-610-001-25	Regular Instruction-General Supplies-Spanish	89.72	1,044.43	0.00	1,500.00	455.57	69.63	01-2-01100-610-001-25
01-2-01100-610-001-26	Regular Instruction-General Supplies-Business	1,231.56	3,193.25	0.00	3,500.00	306.75	91.24	01-2-01100-610-001-26
01-2-01100-610-002	Regular Instruction-General Supplies	1,312.71	4,126.91	0.00	3,000.00	(1,126.91)	137.56	01-2-01100-610-002
01-2-01100-610-002-00	Regular Instruction-General Supplies-Kindergarten	167.98	615.48	524.97	3,000.00	1,859.55	38.02	01-2-01100-610-002-00
01-2-01100-610-002-01	Regular Instruction-General Supplies-First Grade	279.23	2,841.87	85.70	3,000.00	72.43	97.59	01-2-01100-610-002-01
01-2-01100-610-002-02	Regular Instruction-General Supplies-Second Grade	1,168.60	2,624.40	23.91	3,000.00	351.69	88.28	01-2-01100-610-002-02
01-2-01100-610-002-03	Regular Instruction-General Supplies-Third Grade	1,596.95	1,880.03	0.00	3,000.00	1,119.97	63.00	01-2-01100-610-002-03
01-2-01100-610-002-04	Regular Instruction-General Supplies-Fourth Grade	659.76	897.60	308.48	3,000.00	1,793.92	40.20	01-2-01100-610-002-04
01-2-01100-610-002-05	Regular Instruction-General Supplies-English 5-6	0.00	1,194.84	253.67	1,500.00	51.49	96.57	01-2-01100-610-002-05
01-2-01100-610-002-07	Regular Instruction-General Supplies-Math 5-6	0.00	496.04	0.00	1,500.00	1,003.96	33.07	01-2-01100-610-002-07
01-2-01100-610-002-09	Regular Instruction-General Supplies-Science 5-6	769.50	769.50	0.00	2,000.00	1,230.50	38.48	01-2-01100-610-002-09
01-2-01100-610-002-11	Regular Instruction-General Supplies-Social St 5-6	0.00	0.00	0.00	1,500.00	1,500.00	0.00	01-2-01100-610-002-11
01-2-01100-610-002-13	Regular Instruction-General Supplies-Art K-6	55.12	1,514.03	0.00	10,000.00	8,485.97	15.14	01-2-01100-610-002-13
01-2-01100-610-002-15	Regular Instruction-General Supplies-Music K-6	53.88	5,207.36	0.00	3,000.00	(2,207.36)	173.58	01-2-01100-610-002-15
01-2-01100-610-002-17	Regular Instruction-General Supplies-Band 5-6	0.00	4,712.51	2,350.00	9,000.00	1,937.49	147.42	01-2-01100-610-002-17
01-2-01100-610-002-19	Regular Instruction-General Supplies-PE K-6	2,980.99	3,915.28	0.00	2,000.00	(1,915.28)	195.76	01-2-01100-610-002-19

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General 01									
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Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-01100-640-000	Regular Instruction-Books and Periodical	0.00	7.20	0.00	1,000.00	992.80	0.72	01-2-01100-640-000	
01-2-01100-640-001	Regular Instruction-Books and Periodical	52,151.37	103,873.44	2,340.00	60,000.00	(46,213.44)	177.02	01-2-01100-640-001	
01-2-01100-640-002	Regular Instruction-Books and Periodical	2,123.29	13,906.17	240.00	60,000.00	45,853.83	23.58	01-2-01100-640-002	
01-2-01100-641-002	Regular Instruction-E-Books	0.00	0.00	0.00	500.00	500.00	0.00	01-2-01100-641-002	
01-2-01100-643-000	Regular Instruction-Web/Cloud Based Software	0.00	36,441.00	0.00	25,000.00	(11,441.00)	145.76	01-2-01100-643-000	
01-2-01100-733-000	Regular Instruction - Furniture & Fixtures	0.00	0.00	0.00	2,500.00	2,500.00	0.00	01-2-01100-733-000	
01-2-01100-733-001	Regular Instruction-Furniture and Fixtures	0.00	0.00	0.00	4,000.00	4,000.00	0.00	01-2-01100-733-001	
01-2-01100-733-002	Regular Instruction-Furniture and Fixtures	0.00	267.80	0.00	4,000.00	3,732.20	6.70	01-2-01100-733-002	
01-2-01100-734-000	Regular Instruction-Technology-Related Hardware	(31,550.47)	51,761.17	1,579.00	130,000.00	76,659.83	65.00	01-2-01100-734-000	
01-2-01100-734-001	Regular Instruction-Technology-Related Hardware	162.73	162.73	0.00	2,500.00	2,337.27	6.51	01-2-01100-734-001	
01-2-01100-734-002	Regular Instruction-Technology-Related Hardware	0.00	0.00	0.00	3,000.00	3,000.00	0.00	01-2-01100-734-002	
01-2-01100-735-000	Regular Instruction-Technology Software	48.80	2,785.99	0.00	35,000.00	32,214.01	7.96	01-2-01100-735-000	
01-2-01100-735-001	Regular Instruction-Technology Software	1,963.00	1,963.00	0.00	7,000.00	5,037.00	28.04	01-2-01100-735-001	
01-2-01100-735-002	Regular Instruction-Technology Software	8,325.00	8,325.00	1,540.00	8,500.00	(1,365.00)	116.06	01-2-01100-735-002	
01-2-01100-810-000	Regular Instruction-Dues and Fees	40.00	766.81	0.00	3,000.00	2,233.19	25.56	01-2-01100-810-000	
01-2-01100-810-001	Regular Instruction-Dues and Fees	0.00	8,759.98	0.00	5,000.00	(3,759.98)	175.20	01-2-01100-810-001	
01-2-01100-810-002	Regular Instruction-Dues and Fees	0.00	900.00	0.00	2,000.00	1,100.00	45.00	01-2-01100-810-002	
01-2-01100-890-000	Regular Instruction-Miscellaneous Expenditures	0.00	1,200.00	0.00	17,000.00	15,800.00	7.06	01-2-01100-890-000	
01-2-01100-890-001	Regular Instruction-Miscellaneous Expenditures	96.00	3,201.00	0.00	17,000.00	13,799.00	37.36	01-2-01100-890-001	
01-2-01100-890-002	Regular Instruction-Miscellaneous Expenditures	0.00	0.00	0.00	5,000.00	5,000.00	0.00	01-2-01100-890-002	
01-2-01150-111-001	Limited English Proficiency Programs-Salaries of R	160.00	2,120.04	0.00	40,000.00	37,879.96	5.30	01-2-01150-111-001	

# Chase Revenue and Expenditure Report

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Chase County Schools

General 01								
Account Type	X	Expense						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-01150-111-002	Limited English Proficiency Programs-Salaries of R	5,796.87	57,968.75	0.00	71,000.00	13,031.25	81.65	01-2-01150-111-002
01-2-01150-123-000	Limited English Proficiency Programs-Salaries of T	3,640.00	32,987.52	0.00	2,500.00	(30,487.52)	1,319.50	01-2-01150-123-000
01-2-01150-211-001	Limited English Proficiency Programs-Group Insuran	1.00	28.81	0.00	0.00	(28.81)	0.00	01-2-01150-211-001
01-2-01150-211-002	Limited English Proficiency Programs-Group Insuran	705.79	7,220.09	0.00	9,000.00	1,779.91	80.22	01-2-01150-211-002
01-2-01150-213-000	Limited English Proficien (BCB	34.34	287.93	0.00	100.00	(187.93)	287.93	01-2-01150-213-000
01-2-01150-221-001	Limited English Proficiency Programs-Social Securi	11.99	161.94	0.00	3,000.00	2,838.06	5.40	01-2-01150-221-001
01-2-01150-221-002	Limited English Proficiency Programs-Social Securi	436.57	4,364.53	0.00	6,000.00	1,635.47	72.74	01-2-01150-221-002
01-2-01150-223-000	Limited English Proficiency Programs-Social Securi	278.48	2,523.56	0.00	200.00	(2,323.56)	1,261.78	01-2-01150-223-000
01-2-01150-231-001	Limited English Proficiency Programs-Retirement Co	11.76	155.88	0.00	3,000.00	2,844.12	5.20	01-2-01150-231-001
01-2-01150-231-002	Limited English Proficiency Programs-Retirement Co	426.25	4,262.50	0.00	5,500.00	1,237.50	77.50	01-2-01150-231-002
01-2-01150-233-000	Limited English Proficiency Programs-Retirement Co	247.05	2,281.35	0.00	0.00	(2,281.35)	0.00	01-2-01150-233-000
01-2-01150-237-000	Limited English Proficiency Programs-Increased Ret	84.84	783.44	0.00	0.00	(783.44)	0.00	01-2-01150-237-000
01-2-01150-237-001	Limited English Proficien (NPE	4.04	53.53	0.00	1,200.00	1,146.47	4.46	01-2-01150-237-001
01-2-01150-237-002	Limited English Proficien (NPE	146.38	1,463.80	0.00	2,000.00	536.20	73.19	01-2-01150-237-002
01-2-01150-281-000	Limited English Proficiency Programs-Health Benefi	0.00	0.00	0.00	500.00	500.00	0.00	01-2-01150-281-000
01-2-01150-283-000	Limited English Proficien (HSA	0.00	0.76	0.00	0.00	(0.76)	0.00	01-2-01150-283-000
01-2-01150-610-000	Limited English Proficiency Programs-General Suppl	243.94	414.54	0.00	1,000.00	585.46	41.45	01-2-01150-610-000
01-2-01150-610-001	Limited English Proficiency Programs-General Suppl	(978.00)	(190.50)	0.00	500.00	690.50	-38.10	01-2-01150-610-001
01-2-01150-610-002	Limited English Proficiency Programs-General Suppl	0.00	0.00	104.00	500.00	396.00	20.80	01-2-01150-610-002
01-2-01150-640-000	Limited English Proficiency Programs-Books and Per	0.00	0.00	2,037.02	2,000.00	(37.02)	101.85	01-2-01150-640-000
01-2-01150-642-000	Limited English Proficiency Programs-Audio-Visual	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-01150-642-000
01-2-01150-890-000	Limited English Proficiency Programs-Miscellaneous	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-01150-890-000

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Chase County Schools

General 01								
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Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-01200-111-001	Special Education Instructional Programs - School	8,884.80	90,447.30	0.00	90,000.00	(447.30)	100.50	01-2-01200-111-001
01-2-01200-111-002	Special Education Instructional Programs - School	10,188.18	48,302.23	0.00	50,000.00	1,697.77	96.60	01-2-01200-111-002
01-2-01200-112-001	Special Education Instructional Programs - School	9,363.80	96,015.73	0.00	109,200.00	13,184.27	87.93	01-2-01200-112-001
01-2-01200-112-002	Special Education Instructional Programs - School	9,741.98	111,523.06	0.00	118,000.00	6,476.94	94.51	01-2-01200-112-002
01-2-01200-122-001	Special Education Instructional Programs - School	0.00	2,840.05	0.00	2,000.00	(840.05)	142.00	01-2-01200-122-001
01-2-01200-122-002	Special Education Instructional Programs - School	360.00	8,118.00	0.00	5,000.00	(3,118.00)	162.36	01-2-01200-122-002
01-2-01200-123-001	Special Education Instructional Programs - School	0.00	0.00	0.00	750.00	750.00	0.00	01-2-01200-123-001
01-2-01200-123-002	Special Education Instructional Programs - School	1,260.02	2,963.37	0.00	2,000.00	(963.37)	148.17	01-2-01200-123-002
01-2-01200-211-001	Special Education Instructional Programs - School	2,082.48	19,294.35	0.00	17,000.00	(2,294.35)	113.50	01-2-01200-211-001
01-2-01200-211-002	Special Education Instructional Programs - School	2,165.77	7,581.24	0.00	6,000.00	(1,581.24)	126.35	01-2-01200-211-002
01-2-01200-212-001	ES-Aide SPED Health Ins	1,999.56	15,102.67	0.00	20,000.00	4,897.33	75.51	01-2-01200-212-001
01-2-01200-212-002	HS-Aide SPED Health Ins	1,448.50	14,857.21	0.00	20,000.00	5,142.79	74.29	01-2-01200-212-002
01-2-01200-213-002	Special Education Instruc (BCB	0.00	0.00	0.00	50.00	50.00	0.00	01-2-01200-213-002
01-2-01200-221-001	Special Education Instructional Programs - School	675.37	6,874.85	0.00	8,000.00	1,125.15	85.94	01-2-01200-221-001
01-2-01200-221-002	Special Education Instructional Programs - School	753.90	3,567.52	0.00	5,000.00	1,432.48	71.35	01-2-01200-221-002
01-2-01200-222-001	ES-Aide SPED SS	600.40	6,684.75	0.00	7,200.00	515.25	92.84	01-2-01200-222-001
01-2-01200-222-002	HS-Aide SPED SS	669.36	8,096.61	0.00	9,000.00	903.39	89.96	01-2-01200-222-002
01-2-01200-223-001	Special Education Instruc (FIC	0.00	0.00	0.00	70.00	70.00	0.00	01-2-01200-223-001
01-2-01200-223-002	HS-Sub SPED SS	96.39	226.69	0.00	300.00	73.31	75.56	01-2-01200-223-002
01-2-01200-229-001	Special Education Instruc (FIC	0.00	0.00	0.00	50.00	50.00	0.00	01-2-01200-229-001
01-2-01200-231-001	Special Education Instructional Programs - School	653.26	6,650.32	0.00	9,000.00	2,349.68	73.89	01-2-01200-231-001
01-2-01200-231-002	Special Education Instructional Programs - School	749.11	3,607.80	0.00	10,000.00	6,392.20	36.08	01-2-01200-231-002
01-2-01200-232-001	ES-Aide SPED NPERS	637.71	6,633.10	0.00	8,000.00	1,366.90	82.91	01-2-01200-232-001
01-2-01200-232-002	HS-Aide SPED NPERS	716.30	8,200.08	0.00	9,000.00	799.92	91.11	01-2-01200-232-002
01-2-01200-233-001	Special Education Instruc (NPE	0.00	0.00	0.00	20.00	20.00	0.00	01-2-01200-233-001
01-2-01200-233-002	Special Education Instruc (NPE	0.00	0.00	0.00	10.00	10.00	0.00	01-2-01200-233-002
01-2-01200-237-001	Special Education Instruc (NPE	443.34	4,561.63	0.00	5,000.00	438.37	91.23	01-2-01200-237-001

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Chase County Schools

General 01									
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Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-01200-237-002	Special Education Instruc (NPE	503.22	4,054.87	0.00	6,000.00	1,945.13	67.58	01-2-01200-237-002	
01-2-01200-239-001	Special Education Instruct (Early Retirement)	0.00	0.00	0.00	500.00	500.00	0.00	01-2-01200-239-001	
01-2-01200-281-001	Special Education Instruc (HSA	111.48	1,296.33	0.00	750.00	(546.33)	172.84	01-2-01200-281-001	
01-2-01200-281-002	HS-Teach SPED HRA	111.47	848.51	0.00	0.00	(848.51)	0.00	01-2-01200-281-002	
01-2-01200-282-001	ES-Aide SPED HRA	63.41	411.96	0.00	750.00	338.04	54.93	01-2-01200-282-001	
01-2-01200-282-002	HS-Aide SPED HRA	125.95	1,765.31	0.00	1,750.00	(15.31)	100.87	01-2-01200-282-002	
01-2-01200-320-000	Special Education Instructional Programs - School	3,625.00	36,250.00	0.00	0.00	(36,250.00)	0.00	01-2-01200-320-000	
01-2-01200-540-000	Special Education Instructional Programs - School	0.00	635.58	0.00	3,000.00	2,364.42	21.19	01-2-01200-540-000	
01-2-01200-562-002	SPED tuition to other schools	0.00	9,780.00	0.00	2,000.00	(7,780.00)	489.00	01-2-01200-562-002	
01-2-01200-569-002	SPED tuition to other schools	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-01200-569-002	
01-2-01200-580-001	Special Education Instructional Programs - School	0.00	0.00	0.00	500.00	500.00	0.00	01-2-01200-580-001	
01-2-01200-580-002	Special Education Instructional Programs - School	0.00	585.84	0.00	500.00	(85.84)	117.17	01-2-01200-580-002	
01-2-01200-591-000	Special Education Instructional Programs - School	0.00	3,736.00	0.00	3,000.00	(736.00)	162.93	01-2-01200-591-000	
01-2-01200-610-000	Special Education Instructional Programs - School	13,060.30	14,585.41	0.00	1,500.00	(13,085.41)	972.36	01-2-01200-610-000	
01-2-01200-610-001	Special Education Instructional Programs - School	445.46	1,870.79	0.00	4,000.00	2,129.21	46.77	01-2-01200-610-001	
01-2-01200-610-002	Special Education Instructional Programs - School	1,439.53	11,737.69	67.99	4,000.00	(7,805.68)	295.89	01-2-01200-610-002	
01-2-01200-640-000	Special Education Instructional Programs - School	0.00	0.00	0.00	200.00	200.00	0.00	01-2-01200-640-000	
01-2-01200-640-001	Special Education Instructional Programs - School	0.00	5,485.51	0.00	200.00	(5,285.51)	2,742.76	01-2-01200-640-001	
01-2-01200-640-002	Special Education Instructional Programs - School	0.00	4,118.06	0.00	200.00	(3,918.06)	2,059.03	01-2-01200-640-002	
01-2-01200-733-000	Special Education Instructional Programs - School	0.00	0.00	0.00	2,000.00	2,000.00	0.00	01-2-01200-733-000	
01-2-01200-733-002	Special Education Instructional Programs - School	0.00	0.00	0.00	2,000.00	2,000.00	0.00	01-2-01200-733-002	
01-2-01200-734-000	Special Education Instructional Programs - School	0.00	0.00	0.00	1,500.00	1,500.00	0.00	01-2-01200-734-000	
01-2-01200-734-001	Special Education Instructional Programs - School	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-01200-734-001	
01-2-01200-734-002	Special Education Instructional Programs - School	0.00	0.00	0.00	2,500.00	2,500.00	0.00	01-2-01200-734-002	

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Chase County Schools

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Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-01200-810-000	Special Education Instructional Programs - School	0.00	0.00	0.00	350.00	350.00	0.00	01-2-01200-810-000	
01-2-01200-810-001	Special Education Instructional Programs - School	0.00	0.00	0.00	25.00	25.00	0.00	01-2-01200-810-001	
01-2-01200-810-002	Special Education Instructional Programs - School	0.00	500.00	0.00	25.00	(475.00)	2,000.00	01-2-01200-810-002	
01-2-01200-890-000	Special Education Instructional Programs - School	0.00	0.00	0.00	100.00	100.00	0.00	01-2-01200-890-000	
01-2-01291-332-000	Special Education Instructional Programs - 3 to 5	131.00	1,800.40	0.00	0.00	(1,800.40)	0.00	01-2-01291-332-000	
01-2-02120-111-001	Guidance Services-Salaries of Regular Employees Pa	6,110.21	61,102.20	0.00	75,000.00	13,897.80	81.47	01-2-02120-111-001	
01-2-02120-111-002	Guidance Services-Salaries of Regular Employees Pa	5,796.87	57,968.75	0.00	72,000.00	14,031.25	80.51	01-2-02120-111-002	
01-2-02120-211-001	Guidance Services-Group Insurance for Teachers/Pro	1,927.17	19,369.78	0.00	24,000.00	4,630.22	80.71	01-2-02120-211-001	
01-2-02120-211-002	Guidance Services-Group Insurance for Teachers/Pro	1,448.11	14,434.61	0.00	18,000.00	3,565.39	80.19	01-2-02120-211-002	
01-2-02120-221-001	Guidance Services-Social Security Payments for Tea	456.99	4,569.61	0.00	5,600.00	1,030.39	81.60	01-2-02120-221-001	
01-2-02120-221-002	Guidance Services-Social Security Payments for Tea	437.91	4,379.44	0.00	5,500.00	1,120.56	79.63	01-2-02120-221-002	
01-2-02120-231-001	Guidance Services-Retirement Contributions for Tea	449.27	4,492.85	0.00	5,500.00	1,007.15	81.69	01-2-02120-231-001	
01-2-02120-231-002	Guidance Services-Retirement Contributions for Tea	426.24	4,262.44	0.00	5,300.00	1,037.56	80.42	01-2-02120-231-002	
01-2-02120-237-001	Guidance Services-Salarie (NPE	154.28	1,542.87	0.00	1,950.00	407.13	79.12	01-2-02120-237-001	
01-2-02120-237-002	Guidance Services-Salarie (NPE	146.37	1,463.77	0.00	1,900.00	436.23	77.04	01-2-02120-237-002	
01-2-02120-281-000	Guidance Services-Health Benefits Paid for Teacher	0.00	0.00	0.00	900.00	900.00	0.00	01-2-02120-281-000	
01-2-02120-580-000	Guidance Services-Travel	0.00	10.00	0.00	900.00	890.00	1.11	01-2-02120-580-000	
01-2-02120-610-000	Guidance Services-General Supplies	201.91	1,271.74	0.00	7,000.00	5,728.26	22.37	01-2-02120-610-000	
01-2-02120-734-000	Guidance Services-Technology-Related Hardware	0.00	0.00	0.00	500.00	500.00	0.00	01-2-02120-734-000	
01-2-02120-810-000	Guidance Services-Dues and Fees	0.00	0.00	0.00	500.00	500.00	0.00	01-2-02120-810-000	
01-2-02120-890-000	Guidance Services-Miscellaneous Expenditures	0.00	0.00	0.00	250.00	250.00	0.00	01-2-02120-890-000	
01-2-02130-116-000	Health Services-Salaries of Regular Employees Paid	4,528.33	45,283.33	0.00	55,000.00	9,716.67	82.33	01-2-02130-116-000	

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Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-02130-120-000	Health Services-Salaries of Temporary Employees Pa	140.00	1,932.05	0.00	1,500.00	(432.05)	128.80	01-2-02130-120-000
01-2-02130-210-000	Health Services-Group Insurance for Non-Instructio	0.00	0.33	0.00	0.00	(0.33)	0.00	01-2-02130-210-000
01-2-02130-216-000	Health Services-Salaries (BCB	1,483.68	14,836.22	0.00	18,000.00	3,163.78	82.42	01-2-02130-216-000
01-2-02130-220-000	Health Services-Social Security Payments for Non-I	10.71	147.80	0.00	150.00	2.20	98.53	01-2-02130-220-000
01-2-02130-226-000	Health Services-Salaries (FIC	329.37	3,293.70	0.00	4,000.00	706.30	82.34	01-2-02130-226-000
01-2-02130-230-000	Health Services-Retirement Contributions for Non-I	0.00	9.95	0.00	50.00	40.05	19.90	01-2-02130-230-000
01-2-02130-236-000	Health Services-Salaries (NPE	332.96	3,329.60	0.00	4,000.00	670.40	83.24	01-2-02130-236-000
01-2-02130-237-000	Health Services-Increased Retirement Contributions	114.34	1,146.82	0.00	1,500.00	353.18	76.45	01-2-02130-237-000
01-2-02130-286-000	Health Services-Health Benefits Paid for Professio	0.00	0.00	0.00	250.00	250.00	0.00	01-2-02130-286-000
01-2-02130-580-000	Health Services-Travel	436.45	584.38	0.00	750.00	165.62	77.92	01-2-02130-580-000
01-2-02130-610-000	Health Services-General Supplies	34.35	1,324.70	0.00	3,210.00	1,885.30	41.27	01-2-02130-610-000
01-2-02130-810-000	Health Services-Dues and Fees	145.00	145.00	0.00	250.00	105.00	58.00	01-2-02130-810-000
01-2-02140-320-000	Psychological Services-Professional Educational Se	7,214.67	72,146.70	0.00	100,000.00	27,853.30	79.36	01-2-02140-320-000
01-2-02142-320-000	Psych ESU - Ages 3 to 5 - Professional Educational	333.33	3,333.30	0.00	500.00	(2,833.30)	733.33	01-2-02142-320-000
01-2-02151-591-000	Speech ESU - school age	1,844.42	45,195.75	0.00	85,000.00	39,804.25	53.17	01-2-02151-591-000
01-2-02161-591-000	OT ESU - School Age	0.00	0.00	0.00	17,000.00	17,000.00	0.00	01-2-02161-591-000
01-2-02213-330-000	Instructional Staff Training-Employee Training and Staff Dev Travel (mil,meals,hotel)	0.00	0.00	66,138.50	5,000.00	(61,138.50)	1,322.77	01-2-02213-330-000
01-2-02213-580-000	Library/Media Services-Salaries of Regular Emplo	2,956.71	28,548.60	0.00	35,000.00	6,451.40	81.57	01-2-02220-111-000
01-2-02220-112-000	Library/Media Services-Salaries of Regular Emplo	1,448.73	17,591.01	0.00	17,750.00	158.99	99.10	01-2-02220-112-000
01-2-02220-122-000	Library/Media Services-Salaries of Temporary Emplo	0.00	615.00	0.00	500.00	(115.00)	123.00	01-2-02220-122-000
01-2-02220-123-000	Library/Media Services-Salaries of Temporary Emplo	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02220-123-000
01-2-02220-211-000	Library/Media Services-Group Insurance for Teacher	813.60	8,249.81	0.00	10,000.00	1,750.19	82.50	01-2-02220-211-000
01-2-02220-212-000	Library/Media Services-Group Insurance for Instruc	3.45	35.39	0.00	50.00	14.61	70.78	01-2-02220-212-000
01-2-02220-213-000	Library/Media Services-Sa (BCB	0.00	0.00	0.00	50.00	50.00	0.00	01-2-02220-213-000

# Chase Revenue and Expenditure Report

Printed: 07/07/2023 11:25:03AM  
Chase County Schools

General 01									
Account Type	X	Expense							
Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-02220-221-000	Library/Media Services-Social Security Payments fo	159.32	1,505.96	0.00	2,300.00	794.04	65.48	01-2-02220-221-000	
01-2-02220-222-000	Library/Media Services-Social Security Payments fo	110.82	1,392.76	0.00	1,750.00	357.24	79.59	01-2-02220-222-000	
01-2-02220-223-000	Library/Media Services-Social Security Payments fo	0.00	0.00	0.00	25.00	25.00	0.00	01-2-02220-223-000	
01-2-02220-231-000	Library/Media Services-Retirement Contributions fo	217.39	2,099.21	0.00	3,000.00	900.79	69.97	01-2-02220-231-000	
01-2-02220-232-000	Library/Media Services-Retirement Contributions fo	106.52	1,293.41	0.00	1,600.00	306.59	80.84	01-2-02220-232-000	
01-2-02220-233-000	Library/Media Services-Sa (NPE	0.00	0.00	0.00	15.00	15.00	0.00	01-2-02220-233-000	
01-2-02220-237-000	Library/Media Services-Increased Retirement Contri	111.23	1,164.96	0.00	1,400.00	235.04	83.21	01-2-02220-237-000	
01-2-02220-281-000	Library/Media Services-Health Benefits Paid for Te	0.00	450.00	0.00	0.00	(450.00)	0.00	01-2-02220-281-000	
01-2-02220-382-000	Library/Media Services-Distance Education & Teleco	0.00	0.00	0.00	24,000.00	24,000.00	0.00	01-2-02220-382-000	
01-2-02220-610-000	Library/Media Services-General Supplies	4,915.02	4,915.02	1,005.18	5,000.00	(920.20)	119.21	01-2-02220-610-000	
01-2-02220-640-000	Library/Media Services-Books and Periodical	871.29	2,200.60	1,693.23	5,000.00	1,106.17	125.78	01-2-02220-640-000	
01-2-02230-116-000	Instruction-Related Technology-Salaries of Regular	5,304.37	53,087.79	0.00	76,000.00	22,912.21	69.85	01-2-02230-116-000	
01-2-02230-216-000	Instruction-Related Techn (BCB	1,470.04	14,840.78	0.00	18,000.00	3,159.22	82.45	01-2-02230-216-000	
01-2-02230-226-000	Instruction-Related Techn (FIC	405.81	4,061.25	0.00	6,000.00	1,938.75	67.69	01-2-02230-226-000	
01-2-02230-236-000	Instruction-Related Techn (NPE	390.02	3,900.20	0.00	6,000.00	2,099.80	65.00	01-2-02230-236-000	
01-2-02230-237-000	Instruction-Related Technology-Increased Retiremen	133.94	1,339.40	0.00	2,000.00	660.60	66.97	01-2-02230-237-000	
01-2-02230-286-000	Instruction-Related Technology-Health Benefits Pai	0.00	0.00	0.00	750.00	750.00	0.00	01-2-02230-286-000	
01-2-02310-317-000	Board of Education-Contracted Legal Services	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02310-317-000	
01-2-02310-810-000	Board of Education-Dues and Fees	0.00	10,016.35	0.00	5,000.00	(5,016.35)	200.33	01-2-02310-810-000	
01-2-02320-105-000	Executive Administration-Salaries Paid to Superint	13,250.00	132,500.00	0.00	159,000.00	26,500.00	83.33	01-2-02320-105-000	
01-2-02320-110-000	Executive Administration-Salaries of Regular Emplo	3,715.82	34,248.24	0.00	38,500.00	4,251.76	88.96	01-2-02320-110-000	
01-2-02320-116-000	Executive Administration-Salaries of Regular Emplo	5,947.39	59,473.96	0.00	71,368.00	11,894.04	83.33	01-2-02320-116-000	
01-2-02320-210-000	Executive Administration-Group Insurance for Non-I	1,782.00	18,233.76	0.00	23,500.00	5,266.24	77.59	01-2-02320-210-000	

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Chase County Schools

General 01								
Account Type	X	Expense						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-02320-215-000	Executive Administration-Group Insurance for Super	2,053.49	20,530.80	0.00	25,000.00	4,469.20	82.12	01-2-02320-215-000
01-2-02320-216-000	Executive Administration- (BCB	98.51	983.78	0.00	1,500.00	516.22	65.59	01-2-02320-216-000
01-2-02320-220-000	Executive Administration-Social Security Payments	277.66	2,553.96	0.00	3,000.00	446.04	85.13	01-2-02320-220-000
01-2-02320-225-000	Executive Administration-Social Security Payments	1,002.15	9,438.70	0.00	12,250.00	2,811.30	77.05	01-2-02320-225-000
01-2-02320-226-000	Executive Administration- (FIC	413.74	4,137.40	0.00	5,250.00	1,112.60	78.81	01-2-02320-226-000
01-2-02320-230-000	Executive Administration-Retirement Contributions	218.07	2,077.02	0.00	2,800.00	722.98	74.18	01-2-02320-230-000
01-2-02320-235-000	Executive Administration-Retirement Contributions	974.25	9,742.50	0.00	12,250.00	2,507.50	79.53	01-2-02320-235-000
01-2-02320-236-000	Executive Administration- (NPE	437.30	4,373.00	0.00	5,400.00	1,027.00	80.98	01-2-02320-236-000
01-2-02320-237-000	Executive Administration-Increased Retirement Cont	559.62	5,560.58	0.00	7,000.00	1,439.42	79.44	01-2-02320-237-000
01-2-02320-280-000	Executive Administration-Health Benefits Paid for	245.69	2,633.45	0.00	3,250.00	616.55	81.03	01-2-02320-280-000
01-2-02320-540-000	Executive Administration-Advertising	0.00	0.00	0.00	3,000.00	3,000.00	0.00	01-2-02320-540-000
01-2-02320-580-000	Executive Administration-Travel	0.00	2,732.99	0.00	5,000.00	2,267.01	54.66	01-2-02320-580-000
01-2-02320-610-000	Executive Administration-General Supplies	705.66	881.23	0.00	1,200.00	318.77	73.44	01-2-02320-610-000
01-2-02320-733-000	Executive Administration-Furniture and Fixtures	0.00	0.00	0.00	1,300.00	1,300.00	0.00	01-2-02320-733-000
01-2-02320-734-000	Executive Administration-Technology-Related Hardwa	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02320-734-000
01-2-02320-810-000	Executive Administration-Dues and Fees	150.00	14,293.00	0.00	15,000.00	707.00	102.28	01-2-02320-810-000
01-2-02320-890-000	Executive Administration-Miscellaneous Expenditure	0.00	0.00	0.00	3,000.00	3,000.00	0.00	01-2-02320-890-000
01-2-02330-317-000	Contracted Legal Services	1,951.15	22,065.94	0.00	35,000.00	12,934.06	64.08	01-2-02330-317-000
01-2-02410-110-000	Office of the Principal-Salaries of Regular Employ	7,955.26	85,006.99	0.00	100,000.00	14,993.01	85.01	01-2-02410-110-000
01-2-02410-111-000	Office of the Principal-Salaries of Regular Employ	18,875.00	188,750.00	0.00	226,500.00	37,750.00	83.33	01-2-02410-111-000
01-2-02410-122-000	Office of the Principal-Salaries of Temporary Empl	153.00	1,656.00	0.00	2,500.00	844.00	66.24	01-2-02410-122-000

# Chase Revenue and Expenditure Report

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Chase County Schools

General 01									
Account Type	X	Expense							
Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-02410-150-000	Regular Instruction-Additional Compensation Paid t	0.00	0.00	0.00	50.00	50.00	0.00	01-2-02410-150-000	
01-2-02410-210-000	Office of the Principal-Group Insurance for Non-In	3,588.65	35,872.39	0.00	41,000.00	5,127.61	87.49	01-2-02410-210-000	
01-2-02410-211-000	Office of the Principal-Group Insurance for Teache	2,889.16	28,862.35	0.00	35,000.00	6,137.65	82.46	01-2-02410-211-000	
01-2-02410-220-000	Office of the Principal-Social Security Payments f	600.46	6,422.79	0.00	7,500.00	1,077.21	85.64	01-2-02410-220-000	
01-2-02410-221-000	Office of the Principal-Social Security Payments f	1,416.39	14,163.90	0.00	18,000.00	3,836.10	78.69	01-2-02410-221-000	
01-2-02410-222-000	Office of the Principal-Social Security Payments f	11.70	126.69	0.00	250.00	123.31	50.68	01-2-02410-222-000	
01-2-02410-230-000	Office of the Principal-Retirement Contributions f	584.93	6,239.68	0.00	7,500.00	1,260.32	83.20	01-2-02410-230-000	
01-2-02410-231-000	Office of the Principal-Retirement Contributions f	1,387.84	13,878.40	0.00	18,000.00	4,121.60	77.10	01-2-02410-231-000	
01-2-02410-237-000	Office of the Principal-Increased Retirement Contr	677.47	6,908.65	0.00	8,250.00	1,341.35	83.74	01-2-02410-237-000	
01-2-02410-280-000	Office of the Principal-Health Benefits Paid for N	294.83	2,948.30	0.00	250.00	(2,698.30)	1,179.32	01-2-02410-280-000	
01-2-02410-281-000	00-Principal HRA	0.00	0.00	0.00	500.00	500.00	0.00	01-2-02410-281-000	
01-2-02410-580-000	Office of the Principal-Travel	0.00	1,316.52	0.00	1,500.00	183.48	87.77	01-2-02410-580-000	
01-2-02410-610-000	Office of the Principal-General Supplies	1,654.59	2,508.99	0.00	500.00	(2,008.99)	501.80	01-2-02410-610-000	
01-2-02410-735-000	Office of the Principal-Technology Software	0.00	0.00	0.00	2,000.00	2,000.00	0.00	01-2-02410-735-000	
01-2-02410-810-000	Office of the Principal-Dues and Fees	0.00	395.00	0.00	1,100.00	705.00	35.91	01-2-02410-810-000	
01-2-02490-111-000	School Administration - Other-Salaries of Regular	6,460.08	64,600.93	0.00	77,521.00	12,920.07	83.33	01-2-02490-111-000	
01-2-02490-211-000	School Administration - Other-Group Insurance for	1,687.49	17,971.03	0.00	23,500.00	5,528.97	76.47	01-2-02490-211-000	
01-2-02490-221-000	School Administration - Other-Social Security Paym	477.67	4,766.11	0.00	6,000.00	1,233.89	79.44	01-2-02490-221-000	
01-2-02490-231-000	School Administration - Other-Retirement Contribut	475.01	4,750.10	0.00	6,000.00	1,249.90	79.17	01-2-02490-231-000	
01-2-02490-237-000	School Administration-Increased Retirement Contrib	163.13	1,631.27	0.00	2,500.00	868.73	65.25	01-2-02490-237-000	
01-2-02510-315-000	Fiscal Services-Accounting/Auditing Services	6,000.00	27,390.00	0.00	16,000.00	(11,390.00)	171.19	01-2-02510-315-000	

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Chase County Schools

General 01									
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Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-02510-320-000	Fiscal Services-Professional Educational Services	0.00	0.00	0.00	5,000.00	5,000.00	0.00	01-2-02510-320-000	
01-2-02510-350-000	Fiscal Services-Technical Services	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02510-350-000	
01-2-02510-382-000	Fiscal Services-Distance Education & Telecommunica	838.52	8,206.73	0.00	20,000.00	11,793.27	44.39	01-2-02510-382-000	
01-2-02510-440-000	Fiscal Services-Rentals	61.00	31,752.08	0.00	45,000.00	13,247.92	85.98	01-2-02510-440-000	
01-2-02510-531-000	Fiscal Services-Postage	72.63	1,033.43	0.00	1,200.00	166.57	86.12	01-2-02510-531-000	
01-2-02510-540-000	Fiscal Services-Advertising	607.38	4,140.88	0.00	10,000.00	5,859.12	47.42	01-2-02510-540-000	
01-2-02510-610-000	Fiscal Services-General Supplies	35.04	3,312.87	0.00	10,000.00	6,687.13	56.00	01-2-02510-610-000	
01-2-02510-626-000	Fiscal Services-Gasoline	0.00	716.94	0.00	10,000.00	9,283.06	7.17	01-2-02510-626-000	
01-2-02510-733-000	Fiscal Services-Furniture and Fixtures	0.00	272.64	0.00	0.00	(272.64)	0.00	01-2-02510-733-000	
01-2-02510-734-000	Fiscal Services-Technology-Related Hardware	0.00	3,433.50	0.00	0.00	(3,433.50)	0.00	01-2-02510-734-000	
01-2-02510-810-000	Fiscal Services-Dues and Fees	388.30	1,764.35	0.00	17,500.00	15,735.65	10.18	01-2-02510-810-000	
01-2-02510-890-000	Fiscal Services-Miscellaneous Expenditures	0.00	0.00	0.00	5,000.00	5,000.00	0.00	01-2-02510-890-000	
01-2-02570-330-000	Personnel Services - Employee Training & Developme	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02570-330-000	
01-2-02610-110-000	Operation of Buildings-Salaries of Regular Employe	22,580.02	220,705.54	0.00	300,000.00	79,294.46	73.57	01-2-02610-110-000	
01-2-02610-120-000	Operation of Buildings-Salaries of Temporary Emplo	468.00	921.00	0.00	800.00	(121.00)	115.13	01-2-02610-120-000	
01-2-02610-210-000	Operation of Buildings-Group Insurance for Non-Ins	9,863.67	98,364.08	0.00	123,000.00	24,635.92	79.97	01-2-02610-210-000	
01-2-02610-220-000	Operation of Buildings-Social Security Payments fo	1,737.30	16,697.76	0.00	23,000.00	6,302.24	72.60	01-2-02610-220-000	
01-2-02610-230-000	Operation of Buildings-Retirement Contributions fo	1,677.95	15,874.70	0.00	23,000.00	7,125.30	69.02	01-2-02610-230-000	
01-2-02610-237-000	Operation of Buildings-Increased Retirement Contri	576.21	5,451.42	0.00	8,000.00	2,548.58	68.14	01-2-02610-237-000	
01-2-02610-280-000	Operation of Buildings-Health Benefits Paid for No	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02610-280-000	
01-2-02610-280-001	Operation of Buildings-Health Benefits Paid for No	0.00	225.00	0.00	0.00	(225.00)	0.00	01-2-02610-280-001	
01-2-02610-280-002	Operation of Buildings-Health Benefits Paid for No	0.00	225.00	0.00	0.00	(225.00)	0.00	01-2-02610-280-002	
01-2-02610-382-000	Operation of Buildings-Distance Education & Teleco	0.00	(137.58)	0.00	250.00	387.58	-55.03	01-2-02610-382-000	
01-2-02610-410-000	Operation of Buildings-Utility Services	2,005.00	30,475.39	0.00	60,000.00	29,524.61	57.77	01-2-02610-410-000	

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Chase County Schools

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Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-02610-430-000	Operation of Buildings-Repairs and Maintenance Ser	0.00	279.43	0.00	0.00	(279.43)	0.00	01-2-02610-430-000
01-2-02610-431-000	Operation of Buildings-Repairs and Maintenance Ser	191.98	5,520.08	0.00	100,000.00	94,479.92	5.76	01-2-02610-431-000
01-2-02610-431-001	Operation of Buildings-Repairs and Maintenance Ser	0.00	0.00	0.00	20,000.00	20,000.00	0.00	01-2-02610-431-001
01-2-02610-440-000	Operation of Buildings-Rentals	0.00	6,385.99	0.00	12,000.00	5,614.01	53.22	01-2-02610-440-000
01-2-02610-400-000	Other Purchased Property Service	2,065.44	38,233.67	0.00	82,200.00	43,966.33	57.97	01-2-02610-490-000
01-2-02610-580-000	Operation of Buildings-Travel	0.00	56.00	0.00	500.00	444.00	11.20	01-2-02610-580-000
01-2-02610-610-000	Operation of Buildings-General Supplies	13,255.51	54,956.58	0.00	100,000.00	45,043.42	60.64	01-2-02610-610-000
01-2-02610-610-001	Operation of Buildings-General Supplies	0.00	0.00	0.00	2,000.00	2,000.00	0.00	01-2-02610-610-001
01-2-02610-610-002	Operation of Buildings-General Supplies	0.00	0.00	243.95	0.00	(243.95)	0.00	01-2-02610-610-002
01-2-02610-620-000	Other (Energy)	0.00	0.00	0.00	30,000.00	30,000.00	0.00	01-2-02610-620-000
01-2-02610-621-000	Operation of Buildings-Utility Energy Services	(11.23)	124,924.44	0.00	200,000.00	75,075.56	67.40	01-2-02610-621-000
01-2-02610-720-000	Operation of Buildings-Buildings	0.00	8,300.00	0.00	250,000.00	241,700.00	3.32	01-2-02610-720-000
01-2-02610-733-000	Operation of Buildings-Furniture and Fixtures	14,203.98	65,921.52	0.00	50,000.00	(15,921.52)	134.26	01-2-02610-733-000
01-2-02610-733-001	Operation of Buildings-Furniture and Fixtures	0.00	0.00	0.00	6,000.00	6,000.00	0.00	01-2-02610-733-001
01-2-02610-733-002	Operation of Buildings-Furniture and Fixtures	0.00	0.00	0.00	6,000.00	6,000.00	0.00	01-2-02610-733-002
01-2-02610-890-000	Operation of Buildings-Miscellaneous Expenditures	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-02610-890-000
01-2-02710-110-000	Vehicle Operation - Regular Education-Salaries of	20,724.53	223,068.58	0.00	285,000.00	61,931.42	78.27	01-2-02710-110-000
01-2-02710-120-000	Vehicle Operation - Regular Education-Salaries of	2,235.50	32,678.93	0.00	36,000.00	3,321.07	90.77	01-2-02710-120-000
01-2-02710-150-000	Vehicle Operation - Regular Education-Additional C	536.25	536.25	0.00	100.00	(436.25)	536.25	01-2-02710-150-000
01-2-02710-210-000	Vehicle Operation - Regular Education-Group Insura	746.84	8,314.53	0.00	15,500.00	7,185.47	53.64	01-2-02710-210-000
01-2-02710-220-000	Vehicle Operation - Regular Education-Social Secur	1,790.81	19,553.43	0.00	23,750.00	4,196.57	82.33	01-2-02710-220-000
01-2-02710-230-000	Vehicle Operation - Regular Education-Retirement C	1,309.15	14,293.50	0.00	18,750.00	4,456.50	76.23	01-2-02710-230-000

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Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-02710-237-000	Vehicle Operation - Increased Retirement Contribut	449.57	4,925.02	0.00	6,400.00	1,474.98	76.95	01-2-02710-237-000
01-2-02710-280-000	Vehicle Operation - Regular Education-Health Benef	0.00	0.00	0.00	500.00	500.00	0.00	01-2-02710-280-000
01-2-02710-332-000	Vehicle Operation - Regular Education-Mileage Paid	0.00	0.00	0.00	50.00	50.00	0.00	01-2-02710-332-000
01-2-02710-430-000	Vehicle Operation - Regular Education-Repairs and	0.00	197.62	(5.00)	10.00	(182.62)	1,926.20	01-2-02710-430-000
01-2-02710-431-000	Vehicle Operation - Regular Education-Repairs and	3,800.24	36,332.47	2,816.58	0.00	(39,149.05)	0.00	01-2-02710-431-000
01-2-02710-580-000	Vehicle Operation - Regular Education-Travel	755.22	9,968.01	0.00	16,000.00	6,031.99	63.19	01-2-02710-580-000
01-2-02710-610-000	Vehicle Operation - Regular Education-General Supp	553.53	6,887.64	0.00	9,000.00	2,112.36	80.15	01-2-02710-610-000
01-2-02710-626-000	Vehicle Operation - Regular Education-Gasoline	5,532.84	62,753.93	1,752.50	75,000.00	10,493.57	86.08	01-2-02710-626-000
01-2-02710-732-000	Vehicle Operation - Regular Education-Vehicles	0.00	124,900.00	0.00	130,000.00	5,100.00	96.08	01-2-02710-732-000
01-2-02710-733-000	Vehicle Operation - Regular Education-Furniture an	0.00	7,936.61	0.00	10,000.00	2,063.39	79.37	01-2-02710-733-000
01-2-02710-810-000	Vehicle Operation - Regular Education-Dues and Fee	0.00	1,219.00	0.00	2,500.00	1,281.00	72.94	01-2-02710-810-000
01-2-02710-890-000	Vehicle Operation - Regular Education-Miscellaneous	160.00	680.07	0.00	1,200.00	519.93	56.67	01-2-02710-890-000
01-2-02750-890-000	Pupil Trans-Misc	0.00	0.00	0.00	240.00	240.00	0.00	01-2-02710-890-000
01-2-02712-110-000	Vehicle Operation - School Age SPED-Salaries of Re	1,375.00	13,775.00	0.00	20,000.00	6,225.00	68.88	01-2-02712-110-000
01-2-02712-120-000	Vehicle Operation - School Age SPED-Salaries of Te	275.00	800.00	0.00	75.00	(725.00)	1,066.67	01-2-02712-120-000
01-2-02712-210-000	Vehicle Operation - School Age SPED-Group Insuranc	361.59	3,216.13	0.00	3,200.00	(16.13)	100.50	01-2-02712-210-000
01-2-02712-220-000	Vehicle Operation - School Age SPED-Social Securit	106.63	940.20	0.00	1,600.00	659.80	58.76	01-2-02712-220-000
01-2-02712-230-000	Vehicle Operation - School Age SPED-Retirement Con	121.33	1,071.66	0.00	1,600.00	528.34	66.98	01-2-02712-230-000
01-2-02712-237-000	Vehicle Operation - School Age SPED-Increased Retr	41.67	368.02	0.00	575.00	206.98	64.00	01-2-02712-237-000
01-2-02712-280-000	Vehicle Operation - Schoo (HSA	50.95	453.69	0.00	375.00	(78.69)	120.98	01-2-02712-280-000
01-2-02712-626-000	Vehicle Operation - School Age SPED-Gasoline	0.00	326.37	0.00	750.00	423.63	43.52	01-2-02712-626-000

# Chase Revenue and Expenditure Report

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Chase County Schools

General 01									
Account Type	X	Expense							
Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-02730-431-000	Vehicle Operation - Regular Education-Repairs and	0.00	5,317.40	0.00	45,000.00	39,682.60	11.82	01-2-02730-431-000	
01-2-06200-111-000	Federal Services - Title I, Part A ESSA Improving	3,062.50	47,950.00	0.00	80,000.00	32,050.00	59.94	01-2-06200-111-000	
01-2-06200-112-000	Federal Services - Title I, Part A ESSA Improving	1,333.41	16,431.07	0.00	20,000.00	3,568.93	82.16	01-2-06200-112-000	
01-2-06200-123-000	Federal Services - Title I, Part A ESSA Improving	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-123-000	
01-2-06200-151-000	Federal Services - Title I, Part A ESSA Improving	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-151-000	
01-2-06200-159-000	Federal Services - Title I, Part A ESSA Improving	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-159-000	
01-2-06200-211-000	Federal Services - Title I, Part A ESSA Improving	6.65	10,184.63	0.00	500.00	(9,684.63)	2,036.93	01-2-06200-211-000	
01-2-06200-212-000	Title I - Para Salary Group Ins (LTD&Health)	819.37	8,163.91	0.00	500.00	(7,663.91)	1,632.78	01-2-06200-212-000	
01-2-06200-213-000	Federal Services - Title (BCB)	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-213-000	
01-2-06200-221-000	Federal Services - Title I, Part A ESSA Improving	234.29	2,342.81	0.00	5,000.00	2,657.19	46.86	01-2-06200-221-000	
01-2-06200-222-000	Title I - Para Salary SS	50.08	739.60	0.00	500.00	(239.60)	147.92	01-2-06200-222-000	
01-2-06200-223-000	Federal Services - Title I, Part A ESSA Improving	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-223-000	
01-2-06200-231-000	Federal Services - Title I, Part A ESSA Improving	225.18	2,251.83	0.00	5,000.00	2,748.17	45.04	01-2-06200-231-000	
01-2-06200-232-000	Title I - Para Salary NPERS	98.05	1,208.17	0.00	500.00	(708.17)	241.63	01-2-06200-232-000	
01-2-06200-233-000	Federal Services - Title I, Part A ESSA Improving	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-233-000	
01-2-06200-237-000	Federal Services - Title (NPE)	111.00	1,188.16	0.00	2,000.00	811.84	59.41	01-2-06200-237-000	
01-2-06200-281-000	Federal Services - Title I, Part A ESSA Improving	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06200-281-000	
01-2-06200-282-000	Title I - Para HRA	116.47	1,160.49	0.00	500.00	(660.49)	232.10	01-2-06200-282-000	
01-2-06200-610-000	Federal Services - Title I, Part A ESSA Improving	0.00	184.50	0.00	500.00	315.50	36.90	01-2-06200-610-000	
01-2-06200-890-000	Federal Services - Title I, Part A ESSA Improving	0.00	2,640.00	0.00	500.00	(2,140.00)	528.00	01-2-06200-890-000	
01-2-06404-591-000	Federal Services - IDEA Part B (611) Base Allocati	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06404-591-000	
01-2-06406-111-000	Federal Services - IDEA Preschool (619) Base Alloc	0.00	209.50	0.00	0.00	(209.50)	0.00	01-2-06406-111-000	
01-2-06406-112-000	Federal Services - IDEA Preschool (619) Base Alloc	325.78	1,863.67	0.00	0.00	(1,863.67)	0.00	01-2-06406-112-000	

# Chase Revenue and Expenditure Report

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Chase County Schools

General 01									
Account Type	X	Expense							
Source of Revenue/Functi									
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number	
01-2-06406-211-000	Federal Services - IDEA P (Inc	0.00	0.50	0.00	0.00	(0.50)	0.00	01-2-06406-211-000	
01-2-06406-221-000	Federal Services - IDEA P (FIC	0.00	16.02	0.00	0.00	(16.02)	0.00	01-2-06406-221-000	
01-2-06406-222-000	Federal Services - IDEA P (FIC	24.92	138.82	0.00	0.00	(138.82)	0.00	01-2-06406-222-000	
01-2-06406-231-000	Federal Services - IDEA P (NPE	0.00	15.39	0.00	0.00	(15.39)	0.00	01-2-06406-231-000	
01-2-06406-237-000	Federal Services - IDEA P (NPE	0.00	5.29	0.00	0.00	(5.29)	0.00	01-2-06406-237-000	
01-2-06406-591-000	Federal Services - IDEA Preschool (619) Base Alloc	0.00	0.00	0.00	500.00	500.00	0.00	01-2-06406-591-000	
01-2-06408-111-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	54,745.36	0.00	65,000.00	10,254.64	84.22	01-2-06408-111-000	
01-2-06408-112-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	2,500.00	0.00	0.00	(2,500.00)	0.00	01-2-06408-112-000	
01-2-06408-211-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	13,243.41	0.00	15,000.00	1,756.59	88.29	01-2-06408-211-000	
01-2-06408-221-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	4,042.46	0.00	6,500.00	2,457.54	62.19	01-2-06408-221-000	
01-2-06408-222-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	195.00	0.00	0.00	(195.00)	0.00	01-2-06408-222-000	
01-2-06408-231-000	Federal Services - IDEA E (NPE	0.00	3,968.92	0.00	250.00	(3,718.92)	1,587.57	01-2-06408-231-000	
01-2-06408-237-000	Federal Services - IDEA E (NPE	0.00	1,362.96	0.00	50.00	(1,312.96)	2,725.92	01-2-06408-237-000	
01-2-06408-320-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	0.00	0.00	10,000.00	10,000.00	0.00	01-2-06408-320-000	
01-2-06408-591-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	854.00	0.00	5,000.00	4,146.00	17.08	01-2-06408-591-000	
01-2-06408-610-000	Federal Services - IDEA Enrollment/Poverty (611)-G	0.00	144.22	0.00	1,500.00	1,355.78	22.26	01-2-06408-610-000	
01-2-06410-110-000	Federal Services - IDEA Enrollment/Poverty (611)-S	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-06410-110-000	
01-2-06412-320-000	Federal Services - IDEA Part B Proportionate Share	0.00	0.00	0.00	6,000.00	6,000.00	0.00	01-2-06412-320-000	
01-2-06412-591-000	Federal Services - IDEA Part B Proportionate Share	0.00	0.00	0.00	1,000.00	1,000.00	0.00	01-2-06412-591-000	
01-2-06700-330-001	Carl Perkins - Employee Training and Development S	0.00	600.00	0.00	0.00	(600.00)	0.00	01-2-06700-330-001	
01-2-06700-590-001	Carl Perkins - Interagency Purchased Services	0.00	2,000.00	0.00	0.00	(2,000.00)	0.00	01-2-06700-590-001	
01-2-06700-650-001	Carl Perkins - Supplies - Technology Related	2,519.96	7,552.37	0.00	30,000.00	22,447.63	25.17	01-2-06700-650-001	
01-2-06992-734-000	REAP - Technology Related Hardware	37,059.35	40,994.00	0.00	0.00	(40,994.00)	0.00	01-2-06992-734-000	
01-2-08000-000-000	Transfers (Outgoing)	0.00	0.00	0.00	77,847.00	77,847.00	0.00	01-2-08000-000-000	

# Chase Revenue and Expenditure Report

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General 01								
Account Type	X	Expense						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
01-2-08000-913-000	Transfers (Outgoing)-Fund Transfers to Activities	0.00	0.00	0.00	130,000.00	130,000.00	0.00	01-2-08000-913-000
01-2-09000-000-000	Non-Program Expenditure	0.00	2,391.44	0.00	0.00	(2,391.44)	0.00	01-2-09000-000-000
	<b>X Expense</b>	802,803.23	7,529,769.26	101,508.89	9,977,411.00	2,346,132.85	77.79	* Account Type
	<b>01 General</b>	<u>(244,926.85)</u>	<u>(758,665.99)</u>	101,508.89	1,197,782.00	1,854,939.10	-43.97	Fund

# Chase Revenue and Expenditure Report

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Chase County Schools

Depreciation 02									
Account Type	I	Revenue							
Source of Revenue/Functi									
Account	Description		M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>									
02-1-01510-000-000	Interest		246.82	2,146.53	0.00	0.00	(2,146.53)	0.00	02-1-01510-000-000
	<b>I Revenue</b>		<u>246.82</u>	<u>2,146.53</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,146.53)</u>	<u>0.00</u>	* Account Type
<b>Expense</b>									
02-2-02900-739-000	Other Support Services - Other Equipment		1,100.00	74,411.53	0.00	0.00	(74,411.53)	0.00	02-2-02900-739-000
	<b>X Expense</b>		<u>1,100.00</u>	<u>74,411.53</u>	<u>0.00</u>	<u>0.00</u>	<u>(74,411.53)</u>	<u>0.00</u>	* Account Type
	<b>02 Depreciation</b>		<u><u>853.18</u></u>	<u><u>72,265.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>(72,265.00)</u></u>	<u><u>0.00</u></u>	Fund

# Chase Revenue and Expenditure Report

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Chase County Schools

## Employee Benefit Fund 03

Account Type I Revenue  
Source of Revenue/Functi

Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>								
03-1-01510-000-000	Interest Income	17.84	135.20	0.00	0.00	(135.20)	0.00	03-1-01510-000-000
	<b>I Revenue</b>	17.84	135.20	0.00	0.00	(135.20)	0.00	* Account Type
	<b>03 Employee Benefit Fund</b>	17.84	135.20	0.00	0.00	(135.20)	0.00	Fund

# Chase Revenue and Expenditure Report

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Chase County Schools

Activities 05								
Account Type	I	Revenue						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>								
05-1-01990-000-000	FBLA Receipts	0.00	5,277.50	0.00	0.00	(5,277.50)	0.00	05-1-01990-000-000
<b>Local Receipts</b>								
05-1-1510	Interest Income	285.92	3,993.55	0.00	0.00	(3,993.55)	0.00	05-1-1510-000-000
<b>1000</b>	<b>Local Receipts</b>	<b>285.92</b>	<b>3,993.55</b>	<b>0.00</b>	<b>0.00</b>	<b>(3,993.55)</b>	<b>0.00</b>	** Source of Revenue/Function
	<b>I Revenue</b>	<b>285.92</b>	<b>9,271.05</b>	<b>0.00</b>	<b>0.00</b>	<b>(9,271.05)</b>	<b>0.00</b>	* Account Type
<b>Expense</b>								
05-2-09000-950-000	Non-Program Expenditures - Special Items	0.00	42,834.24	0.00	0.00	(42,834.24)	0.00	05-2-09000-950-000
05-2-03200-890-000	Enterprise Operations	0.00	1,406.44	0.00	0.00	(1,406.44)	0.00	05-2-3200-890-000
<b>X</b>	<b>Expense</b>	<b>0.00</b>	<b>44,240.68</b>	<b>0.00</b>	<b>0.00</b>	<b>(44,240.68)</b>	<b>0.00</b>	* Account Type
<b>05</b>	<b>Activities</b>	<b>(285.92)</b>	<b>34,969.63</b>	<b>0.00</b>	<b>0.00</b>	<b>(34,969.63)</b>	<b>0.00</b>	Fund

# Chase Revenue and Expenditure Report

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School Nutrition 06								
Account Type	I	Revenue						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>								
06-1-01510-000-000	Interest	127.39	819.52	0.00	0.00	(819.52)	0.00	06-1-01510-000-000
06-1-01611-000-000	Daily Sales?School Lunch Program	353.45	193,803.77	0.00	0.00	(193,803.77)	0.00	06-1-01611-000-000
06-1-04210-000-000	Federal Reimbursement	16,205.51	203,307.49	0.00	0.00	(203,307.49)	0.00	06-1-04210-000-000
<b>I Revenue</b>		<b>16,686.35</b>	<b>397,930.78</b>	<b>0.00</b>	<b>0.00</b>	<b>(397,930.78)</b>	<b>0.00</b>	* Account Type
<b>Expense</b>								
06-2-01100-352-000	Data Processing	12.98	2,944.37	0.00	0.00	(2,944.37)	0.00	06-2-03100-352-000
06-2-03100-570-000	Food Service Management	31,629.10	331,295.40	0.00	0.00	(331,295.40)	0.00	06-2-03100-570-000
06-2-03100-730-000	Food Service Equipment	0.00	(1,332.56)	0.00	0.00	1,332.56	0.00	06-2-03100-730-000
06-2-03100-733-000	Food Service Furniture and Fixtures	0.00	6,054.95	0.00	0.00	(6,054.95)	0.00	06-2-03100-733-000
<b>X Expense</b>		<b>31,642.08</b>	<b>338,962.16</b>	<b>0.00</b>	<b>0.00</b>	<b>(338,962.16)</b>	<b>0.00</b>	* Account Type
<b>06 School Nutrition</b>		<b>14,955.73</b>	<b>(58,968.62)</b>	<b>0.00</b>	<b>0.00</b>	<b>58,968.62</b>	<b>0.00</b>	Fund

# Chase Revenue and Expenditure Report

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Bond 07									
Account Type	I	Revenue							
Source of Revenue/Functi									
Account	Description		M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>									
07-1-01510-000-000	Interest		0.07	131.63	0.00	0.00	(131.63)	0.00	07-1-01510-000-000
	<b>I Revenue</b>		<u>0.07</u>	<u>131.63</u>	<u>0.00</u>	<u>0.00</u>	<u>(131.63)</u>	<u>0.00</u>	* Account Type
<b>Expense</b>									
07-2-05000-831-000	Debt Service-Redemption of Principa		0.00	146,614.91	0.00	0.00	(146,614.91)	0.00	07-2-05000-831-000
07-2-05000-832-000	Debt Service-Interest on Long-Term Debt		0.00	1,729.28	0.00	0.00	(1,729.28)	0.00	07-2-05000-832-000
	<b>X Expense</b>		<u>0.00</u>	<u>148,344.19</u>	<u>0.00</u>	<u>0.00</u>	<u>(148,344.19)</u>	<u>0.00</u>	* Account Type
	<b>07 Bond</b>		<u>(0.07)</u>	<u>148,212.56</u>	<u>0.00</u>	<u>0.00</u>	<u>(148,212.56)</u>	<u>0.00</u>	Fund

# Chase Revenue and Expenditure Report

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Special Building 08								
Account Type	I	Revenue						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>								
08-1-01100-000-000	Taxes Levied/Assessed by the School District	52,817.38	355,686.08	0.00	0.00	(355,686.08)	0.00	08-1-01100-000-000
08-1-01115-000-000	Carline Taxes	36.00	54.97	0.00	0.00	(54.97)	0.00	08-1-01115-000-000
08-1-01510-000-000	Interest	302.11	2,266.38	0.00	0.00	(2,266.38)	0.00	08-1-01510-000-000
08-1-03130-000-000	Homestead Exemption	443.14	1,769.59	0.00	0.00	(1,769.59)	0.00	08-1-03130-000-000
08-1-03131-000-000	Property Tax Credit	0.00	43,476.08	0.00	0.00	(43,476.08)	0.00	08-1-03131-000-000
08-1-03180-000-000	Pro-Rate Motor Vehicle	0.00	808.19	0.00	0.00	(808.19)	0.00	08-1-03180-000-000
<b>Local Receipts</b>								
08-1-1140-000-000	Interest & Penalties	21.83	2,128.32	0.00	0.00	(2,128.32)	0.00	08-1-1140-000-000
<b>1000</b>	<b>Local Receipts</b>	21.83	2,128.32	0.00	0.00	(2,128.32)	0.00	** Source of Revenue/Function
<b>I</b>	<b>Revenue</b>	53,620.46	406,189.61	0.00	0.00	(406,189.61)	0.00	* Account Type
<b>Expense</b>								
08-2-05000-831-000	Debt Service-Redemption of Principa	0.00	785,060.90	0.00	0.00	(785,060.90)	0.00	08-2-05000-831-000
08-2-05000-832-000	Debt Service-Interest on Long-Term Debt	0.00	27,308.36	0.00	0.00	(27,308.36)	0.00	08-2-05000-832-000
<b>X</b>	<b>Expense</b>	0.00	812,369.26	0.00	0.00	(812,369.26)	0.00	* Account Type
<b>08</b>	<b>Special Building</b>	(53,620.46)	406,179.65	0.00	0.00	(406,179.65)	0.00	Fund

# Chase Revenue and Expenditure Report

Printed: 07/07/2023 11:25:03AM  
Chase County Schools

Qualified Capital Purpose Undertaking 09									
Account Type	I	Revenue							
Source of Revenue/Functi									
Account	Description		M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>									
09-1-01100-000-000	Taxes Levied/Assessed by the School District		0.00	56.38	0.00	0.00	(56.38)	0.00	09-1-01100-000-000
09-1-01510-000-000	Interest		0.11	210.19	0.00	0.00	(210.19)	0.00	09-1-01510-000-000
<b>Local Receipts</b>									
09-1-1140-000-000	Interest & Penalties		0.00	21.21	0.00	0.00	(21.21)	0.00	09-1-1140-000-000
<b>1000</b>	<b>Local Receipts</b>		0.00	21.21	0.00	0.00	(21.21)	0.00	** Source of Revenue/Function
<b>I</b>	<b>Revenue</b>		0.11	287.78	0.00	0.00	(287.78)	0.00	* Account Type
<b>Expense</b>									
09-2-05000-831-000	Debt Service-Redemption of Principa		0.00	131,175.69	0.00	0.00	(131,175.69)	0.00	09-2-05000-831-000
<b>X</b>	<b>Expense</b>		0.00	131,175.69	0.00	0.00	(131,175.69)	0.00	* Account Type
<b>09</b>	<b>Qualified Capital Purpose Undertaking</b>		(0.11)	130,887.91	0.00	0.00	(130,887.91)	0.00	Fund

# Chase Revenue and Expenditure Report

Printed: 07/07/2023 11:25:03AM  
Chase County Schools

Student Fee 12								
Account Type	I	Revenue						
Source of Revenue/Functi								
Account	Description	M.T.D. Activity	Y.T.D. Activity	Open Encumb.	Current Budget	Budget Balance	% of Budget	State Account Number
<b>Revenue</b>								
12-1-01510-000-000	Interest	5.38	29.01	0.00	0.00	(29.01)	0.00	12-1-01510-000-000
12-1-01741-000-000	Drivers Ed Fees	4,780.00	4,780.00	0.00	0.00	(4,780.00)	0.00	12-1-01741-000-000
	<b>I Revenue</b>	4,785.38	4,809.01	0.00	0.00	(4,809.01)	0.00	* Account Type
	<b>12 Student Fee</b>	4,785.38	4,809.01	0.00	0.00	(4,809.01)	0.00	Fund
	<b>Report Total:</b>	<u>287,827.72</u>	<u>30,064.07</u>	<u>(101,508.89)</u>	<u>(1,197,782.00)</u>	<u>(1,126,337.18)</u>	<u>16.95</u>	

# Chase Cash Worksheet

Printed: 07/07/2023 11:23:28AM  
Chase County Schools

General 01					
Account Number	Description	Balance Forward	Current Year Activity	Account Balance	
01-901	Cash Account	3,635,715.21	238,840.66	3,874,555.87	
01-904	Payroll Account	147.51	4,632.59	4,780.10	
01-907	Clearing Account	0.00	3,430.55	3,430.55	
01-916	County Treasurer Balance	0.00	0.00	0.00	
01-905	Sect 125 Account	414.52	0.68	415.20	
01-805	CD-716	63,297.64	78.91	63,376.55	
01-807	CD-784	66,816.35	0.00	66,816.35	
01-824	CD701	15,388.62	22.46	15,411.08	
01-831	CD845	57,081.71	0.00	57,081.71	
	<b>01 General</b>	<u>3,838,861.56</u>	<u>247,005.85</u>	<u>4,085,867.41</u>	Fund
02-901	Cash Account	600,953.43	(853.18)	600,100.25	
02-814	CD136	13,158.01	0.00	13,158.01	
02-832	CD952	60,786.76	0.00	60,786.76	
	<b>02 Depreciation</b>	<u>674,898.20</u>	<u>(853.18)</u>	<u>674,045.02</u>	Fund
03-0-110-05	Unemployment Account	21,707.63	17.84	21,725.47	
	<b>03 Employee Benefit Fund</b>	<u>21,707.63</u>	<u>17.84</u>	<u>21,725.47</u>	Fund
05-901	Cash Account	238,429.48	0.00	238,429.48	
05-902	Checking	59,751.24	0.00	59,751.24	
05-806	CD-851	62,708.77	156.34	62,865.11	
05-810	CD383	12,593.47	0.00	12,593.47	
05-826	CD333	5,619.03	14.26	5,633.29	
05-827	CD703	5,647.97	0.00	5,647.97	
05-828	CD195	5,693.71	39.04	5,732.75	
05-829	CD196	11,125.94	76.28	11,202.22	
05-903	FBLA Bank Account	25,443.01	0.00	25,443.01	
	<b>05 Activities</b>	<u>427,012.62</u>	<u>285.92</u>	<u>427,298.54</u>	Fund
06-901	Cash Account	306,324.05	(14,955.73)	291,368.32	
	<b>06 School Nutrition</b>	<u>306,324.05</u>	<u>(14,955.73)</u>	<u>291,368.32</u>	Fund
07-913	Bond Fund	65.25	0.07	65.32	
	<b>07 Bond</b>	<u>65.25</u>	<u>0.07</u>	<u>65.32</u>	Fund
08-909	Building Fund	692,478.67	53,620.46	746,099.13	
08-918	Public Funds	0.00	0.00	0.00	
	<b>08 Special Building</b>	<u>692,478.67</u>	<u>53,620.46</u>	<u>746,099.13</u>	Fund
09-908	QCPUF	103.43	0.11	103.54	
	<b>09 Qualified Capital Purpose Undertaking</b>	<u>103.43</u>	<u>0.11</u>	<u>103.54</u>	Fund
12-901	Cash Account	4,318.11	4,785.38	9,103.49	

# Chase Cash Worksheet

Printed: 07/07/2023 11:23:28AM  
Chase County Schools

## Student Fee 12

Account Number

Description

Balance  
Forward

Current Year  
Activity

Account  
Balance

Fund

12 Student Fee

4,318.11

4,785.38

9,103.49

Report Total:

5,965,769.52

289,906.72

6,255,676.24

Vendor_Name	Description	Amount
A T & T	Telephone services	\$ 81.40
Abby McNair	Dual Credit (2 students)	\$ 180.00
ABDO Publishing	77 books of the required # for the Library	\$ 1,812.15
Adams Lumber Co	Gloves	\$ 5.49
Adams Lumber Co	paint supplies	\$ 1,229.54
Adams Lumber Co	semi gloss white paint	\$ 247.58
Adams Lumber Co	Semi Gloss white paint	\$ 203.49
Alicia Fries	Dual Credit reimbursement	\$ 90.00
Allison Pryor	Dual Credit reimbursement	\$ 90.00
Allo Communications	Telephone services	\$ 481.56
Amazon Capital Services	Wagner Spraytech	\$ 35.94
Amazon Capital Services	Wagner Paint Rollers (2)	\$ 100.80
Amazon Capital Services	Coated Mesh Tarps	\$ 79.19
Amazon Capital Services	Dymo Label Maker refills (2)	\$ 27.98
Amazon Capital Services	Self Inking Rubber Stamp	\$ 9.99
Amazon Capital Services	Flex Seal Liquid Rubber in a can	\$ 109.99
Amazon Capital Services	Flat Free Tire for Utility Wagon (2)	\$ 79.38
Amy Christensen	Dual Credit reimbursement	\$ 45.00
Amy Leibbrandt	Dual Credit reimbursement	\$ 45.00
Apple Incorporated	24-inch iMac with Retina 4.5K display	\$ 3,158.00
Apple Incorporated	16-inch MacBook Pro	\$ 14,994.00
Apple Incorporated	IMAC 24" silver/BC	\$ 1,579.00
Black Hills Energy	520 E 9th gas usage 5/5-6/6	\$ 444.44
Black Hills Energy	1110 Shorthorn gas usage 5/5-6/6	\$ 45.45
Black Hills Energy	505 E 9th St gas usage 5/5-6/6	\$ 86.28
Bomgaars	Battery, slide 20V	\$ 149.99
Brad Liebhart	Dual Credit reimbursement	\$ 45.00
Brad Markee	Dual Credit reimbursement	\$ 45.00
Brandy Hanes	Dual Credit reimbursement	\$ 45.00
Brett Murray	Dual Credit (2 students)	\$ 90.00
Brophy Electric	90 Bulbs	\$ 638.28
Candice Schilke	Dual Credit reimbursement	\$ 90.00
Chad Yaw	Dual Credit reimbursement	\$ 45.00
Christine Clevenger	Dual Credit reimbursement	\$ 135.00
City Of Imperial	Water meter-4/18-5/19	\$ 22.65
City Of Imperial	New Track electric 4/24-5/19	\$ 53.06
City Of Imperial	New Track water 4/24-5/19	\$ 430.00
City Of Imperial	520 East 9th 4" water meter 4/18-5/19	\$ 525.75
City Of Imperial	New Bus Barn electric 4/18-5/19	\$ 291.91
City Of Imperial	New Bus Barn water/sewer 4/18-5/19	\$ 45.90
City Of Imperial	New FB Field Lights 4/19-5/17	\$ 141.97
City Of Imperial	Trash Disposal	\$ 10.00
City Of Imperial	520 E 9th St electric 5/31-6/22	\$ 8,385.10
City Of Imperial	520 E 9th St water/sewer 5/31-6/22	\$ 2,005.00
City Of Imperial	New FB Field Lights 5/17-6/20	\$ 62.00
City of Imperial	New Bus Barn electric 5/17-6/21	\$ 283.98

City Of Imperial	New Bus Barn water/sewer 5/17-6/20	\$ 45.90
City of Imperial	520 East 9th water meter 5/19-6/21	\$ 338.70
City of Imperial	New Track electric 5/17-6/21	\$ 78.23
City of Imperial	New Track water 5/17-6/21	\$ 753.75
City of Imperial	Water Meter East Parking 5/19-6/21	\$ 21.20
City of Imperial	Trash Disposal	\$ 126.60
Cornhusker International Trucks	Repair parts-transportation	\$ 1,024.67
Cornhusker State Industries_2	72x30 folding table (10)	\$ 1,210.00
Crystal Peterson	Dual Credit reimbursement	\$ 45.00
Cummins Sales & Service	Gaskets, Clamps,	\$ 670.54
DataShield	Shredding services	\$ 61.00
Diane Stamm	Dual Credit reimbursement	\$ 90.00
Dirk Hill	Dual Credit reimbursement	\$ 90.00
E D Enterprises	Vehicle repair parts (gasket, battery cleaner)	\$ 18.69
E-470 Public Highway Authority	Toll Fee for 4/25/23	\$ 4.60
Eakes Office Solutions	Cartridges (12)	\$ 132.84
Elvia Cazares	Dual Credit reimbursement	\$ 45.00
Emily Browning	Dual Credit reimbursement	\$ 45.00
ESU Coordinating Council	Movie Licensing 501-1000 students	\$ 356.00
Follett School Solutions	Final Order of 76 books for Library	\$ 449.87
Frenchman Valley Coop	Fuel usage 6/2-6/30/2023	\$ 3,764.00
Gaby Chavira	Dual Credit reimbursement	\$ 45.00
Hauxwell, Mercedes	Dual Credit reimbursement	\$ 90.00
Hegwood Trenching Inc	Sprinklers	\$ 174.00
Hegwood Trenching Inc	Coupling/parts	\$ 65.25
Herbert, Trent I	Dual Credit reimbursement	\$ 90.00
Hillary Dannatt	Dual Credit reimbursement	\$ 45.00
Holiday Farms	Spraying FB fields, playgrounds, lawns (seed)	\$ 8,430.00
Holiday Inn Of Kearney	Hotel for NSTA Conference	\$ 124.95
Holmes Plbg & Htg Supply Co.	12 Filters	\$ 109.88
Home Decor	Carpet for classrooms, adhesive	\$ 24,333.46
Hometown Leasing	Pmt 17 of copier lease (June`s)	\$ 3,887.86
Hometown Leasing	Pmt 18 of copier lease (July`s pmt)	\$ 2,990.68
Ideal Linen	Uniforms/rags Bus Barn	\$ 192.10
Imperial Bobcat Services	Harley Rake	\$ 120.00
Imperial NAPA	battery`s for bus	\$ 521.97
Imperial NAPA	Transportation repair parts 3/2-6/28	\$ 901.16
Imperial Republican	Legal Ads/Help wanted Ad	\$ 639.80
Imperial Yost Farm Supply	Repair parts-transportation	\$ 67.47
Inland	Brake Master Cylinder Cap	\$ 92.03
iTurity	iPad repairs (12)	\$ 1,197.90
JAMF	Enhanced Support Renewal/Subscription	\$ 1,274.00
Jason Anderson	Dual Credit reimbursement	\$ 45.00
Jayra Luna Perea	Refund for charger that was found	\$ 25.00
Jenifer Lotspeich	Dual Credit reimbursement	\$ 45.00
Jerry Clark	Dual Credit reimbursement	\$ 45.00
Jill Mays	Dual Credit reimbursement	\$ 45.00

Jimmie L.Pankonin	Cleaning out grease trap/drain	\$ 200.00
Jose Saenz	Dual Credit reimbursement	\$ 45.00
Juan Ruiz	Dual Credit reimbursement	\$ 135.00
Karra Meeske	Dual Credit reimbursement	\$ 90.00
KCAV	shipping and handling 65" board	\$ 332.38
KCAV	smart board MX065-v4 interactive display	\$ 3,395.00
KCAV	shipping and handling 75" board	\$ 403.10
KCAV	Smart Board MX075-V4 interactive display	\$ 4,195.00
Kelly Beard	Flushing out kitchen drains	\$ 300.00
Kendall Dubas	Dual Credit reimbursement	\$ 45.00
Kim Wiest	Dual Credit reimbursement	\$ 90.00
Kristi McNair	Dual Credit reimbursement	\$ 45.00
KSB School Law	Contracted Legal Services 6/16	\$ 362.50
Lesley Nordhausen	Dual Credit reimbursement	\$ 45.00
Lindsey White	Dual Credit reimbursement	\$ 45.00
McConnell Psychological Services, P	Psychological Services-Professional Educatio	\$ 7,214.67
McConnell Psychological Services, P	Special Education Instructional Programs - S	\$ 3,625.00
McConnell Psychological Services, P	Psych ESU - Ages 3 to 5 - Professional Educa	\$ 333.33
Medicine Valley Schools-High Schoo	NCE Conference	\$ 400.00
Michelle Spady	Dual Credit reimbursement	\$ 45.00
Miles Colson	Dual Credit reimbursement	\$ 45.00
Mollendor, Elizabeth	Dual Credit reimbursement	\$ 45.00
NE Council School Administrators	2023 Legal Implications-Livestream 6/12	\$ 50.00
NE Rural Community Schools	2023-24 NRCSA membership dues	\$ 850.00
Nebraska Central Equipment	Drum, Park, Brake, TCFC	\$ 164.92
Nebraska Central Equipment	Brackets, tie, cover, parking brake, (repair p	\$ 122.65
Nebraska Central Equipment	Pedal, Brake, Park,(repair parts)	\$ 203.74
Nebraska Safety Center	Class B & Passenger Endorsement (KO,JB)	\$ 540.00
Nebraska Truck Center-N.P.	Repair parts-transportation	\$ 28.36
Nebraska Truck Center-N.P.	Repair parts-transportation	\$ 28.36
Nebraska Truck Center-N.P.	Repair parts-transportation	\$ 23.81
Nevarez, Sindia	Dual Credit reimbursement	\$ 45.00
Norma Marquez	Dual Credit reimbursement	\$ 90.00
O`Neil, Sandy D	Dual Credit reimbursement	\$ 90.00
Octavio Aragon	Dual Credit reimbursement	\$ 45.00
OneSource	Background screening services	\$ 17.00
Owens True Value	maintenance supplies	\$ 182.67
Owens True Value	Transportation supplies (bus barn)	\$ 54.19
Pascual Ortega	Dual Credit reimbursement	\$ 180.00
Rural Rehabilitation Services	Speech Services	\$ 165.15
Sara Heerman	Dual Credit reimbursement	\$ 45.00
Skill Struck, Inc	Virtual Implementation Teacher Training/Stud	\$ 3,375.00
Smith, Denise K	Dual Credit reimbursement	\$ 45.00
St. Joseph Institute	I Hear Therapy (3/1-5/24)	\$ 1,152.00
Stelling Brass	clarinet repair	\$ 80.00
Stelling Brass	Flute repair	\$ 75.00
Stelling Brass	Alto Sax repair	\$ 180.00

Stelling Brass	Baritone,Tuba repairs	\$ 785.00
Stelling Brass	Bach Trumpet repair	\$ 100.00
Stelling Brass	Conn Trumpet repair	\$ 95.00
Stelling Brass	Bundy Trumpet repair	\$ 85.00
Stelling Brass	flute repair	\$ 350.00
Stelling Brass	Trumpet repairs	\$ 775.00
Stelling Brass	Tenor Sax repairs	\$ 1,030.00
Stelling Brass	Clarinet repairs	\$ 1,385.00
Stelling Brass	Bass clarinet repairs	\$ 305.00
Stelling Brass	Trombone repairs	\$ 410.00
Stelling Brass	Saxophone repairs	\$ 550.00
Sterling Computers	Anywhere Charging Cart COLLABR-8	\$ 727.06
Steve Wallin	Dual Credit reimbursement	\$ 45.00
The Library Store	6 book survive set	\$ 132.92
The Library Store	Date Due Slips	\$ 40.25
Tiffany Reeves	Dual Credit reimbursement	\$ 90.00
Tonya Olsen	Dual Credit reimbursement	\$ 90.00
Unitech	Floor finish, floor stripper, spray/wipe clean	\$ 2,342.30
UNK Academic Advising & Career D	Fall 2023 UNK Education Opp Career Fair	\$ 110.00
US Bank	S&S Worldwide-PE supplies	\$ 40.44
US Bank	S&S Worldwide-PE supplies	\$ 75.15
US Bank	USPO-envelopes	\$ 2,277.25
US Bank	Caseys`-fuel FFA	\$ 55.93
US Bank	Perkins Restaurant-Meal	\$ 17.43
US Bank	Walmart-TV`s and wall Brackets	\$ 706.00
US Bank	TPT-Guidance Counselor materials	\$ 293.94
US Bank	ReadTheory-3rd grade	\$ 10.00
US Bank	Activity Expenses	\$ 3,359.97
US Bank	Teaching Strategies-Early Childhood subscri	\$ 189.75
US Bank	Adapted Minded-SPED	\$ 30.00
Viaero Wireless	Cellphone (maintenance/transportation)	\$ 109.18
Viaero Wireless	3 hot spots	\$ 59.01
Westfahl, Wanda M	Reimbursement for CDL license	\$ 60.00
Wren`s Well Service	Windmill service/repair	\$ 353.95
	<b>July 2023 General Fund Bills</b>	<b>\$ 140,125.70</b>
	<b>July 2023 General Payroll</b>	<b>\$ 532,961.90</b>
	<b>July 2023 Total General Fund Expenditures</b>	<b>\$ 673,087.60</b>
Wilkins Architecture Design Plannin	Bleacher Replacement	\$ 1,100.00
	<b>July 2023 Depreciation Fund Expenditures</b>	<b>\$ 1,100.00</b>

# Activities Director's Report

**First official practice** start date is Monday August 7th.

**Longhorn and Shorthorn Gym Floors** were refinished for the upcoming School year. Allan Messersmith from Unitech Gym Floor Refinishing began on Friday July 3rd and finished on the 8th. We have closed both gyms off for 15 days and will be ready July 24. At this time summer activities during July have been taking place in the Auxiliary Gym.

**Nebraska Coaches Association**, will host the NCA 2023 clinic in Lincoln, NE July 25-27, 2023. We will have 11 coaches who will attend the clinic at this time. The Nebraska Coaches Association is also hosting National High School Athletic Coaches Association, with 2023 convention and clinic in Lincoln.

## **Jr. High and High School Cross Country**

JH and HS cross country have been running on Monday, Tuesday and Thursdays at 6:15 AM in the morning.

## **High School Football Camp**

2023 High School Football camp will be held on July 27th and 28th from 8:00 A.M. - 10:30 A.M.

## **High School Volleyball Camps**

Ogallala Team Camp Junior Varsity July 17th-19th and Varsity July 20th-22nd. Volleyball has also been playing on Monday Nights in the Auxiliary Gym with are teams Holyoke, Maywood-Hayes Center, Perkins County and Wauneta-Palisade.

## **High School Softball**

Softball has been meeting from 7:00 AM to 8:00 AM in the morning from July 5th to the 14th.



# Chase County

Color key: Home Away

**July, 2023**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						FBLA @ Chase County 1
2	3	4	6:00am-9:30am 7-12th @ Weight Room 5	6:00am-9:30am 7-12th @ Weight Room 6	6:00am-9:30am 7-12th @ Weight Room 7	8
9	6:00am-9:30am 7-12th @ Weight Room 10	6:00am-9:30am 7-12th @ Weight Room 6:00pm Chase County School Board Meeting @ Board Room 11	12	6:00am-9:30am 7-12th @ Weight Room 12:00pm-7:00pm Basketball @ Auxiliary Gym 13	12:00pm-7:00pm Basketball @ Auxiliary Gym 14	15
16	6:00am-9:30am 7-12th @ Weight Room 17	6:00am-9:30am 7-12th @ Weight Room 18	19	6:00am-9:30am 7-12th @ Weight Room 20	21	22
23	6:00am-9:30am 7-12th @ Weight Room 24	6:00am-9:30am 7-12th @ Weight Room 25	26	6:00am-9:30am 7-12th @ Weight Room 27	28	29
30	7-12th @ Chase County 7:00am-8:00am Volleyball @ Chase County 31					

**August, 2023**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 7-12th @ Chase County <b>7:00am-8:00am</b> Volleyball @ Chase County	2 7-12th @ Chase County <b>7:00am-8:00am</b> Volleyball @ Chase County	3 7-12th @ Chase County <b>7:00am-8:00am</b> Volleyball @ Chase County	4 7-12th @ Chase County <b>7:00am-8:00am</b> Volleyball @ Chase County	5
6	Fall Practices @ Chase County	7 <b>6:00pm</b> Chase County School Board Meeting @ Board Room	8	9	10	11
13	FFA @ Chase County	14 FFA @ Chase County <b>8:00am</b> Teacher In-Service @ Chase County	15 FFA @ Chase County <b>6:00pm</b> SPVA @ Paxton	16 FFA @ Chase County	17 FFA @ Chase County	18 FFA @ Chase County
20	21 <b>8:00am</b> Teacher In-Service @ Chase County <b>2:00pm</b> Softball-Varsity <b>McCook vs. Multiple Schools</b> <b>3:00pm-6:00pm</b> K-12th @ Chase County Schools	22 <b>8:00am</b> 1st Day of School @ Chase County <b>5:30pm</b> Cross Country @ Auditorium	23 <b>3:45pm</b> Cross Country @ Chase County <b>6:00pm</b> Football @ Chase County	24 <b>4:00pm</b> Volleyball-G/C/JV/Varsity <b>Ogallala</b> <b>5:00pm</b> Cross Country-Varsity <b>Dundy County Stratton vs. Multiple Schools</b> <b>5:00pm</b> Cross Country-JH <b>Dundy County Stratton vs. Multiple Schools</b>	25 <b>3:45pm</b> Volleyball @ Longhorn Gym <b>7:00pm</b> Football-Varsity <b>Alliance</b>	26
27	28 <b>4:00pm</b> Volleyball-G/C Team <b>McCook</b> <b>5:00pm</b> Volleyball-G/JV <b>McCook</b> <b>5:00pm</b> Football-JV <b>Gothenburg</b>	29 <b>4:00pm Softball-Varsity Holyoke</b> <b>4:00pm</b> Volleyball-G/JV/Varsity <b>McCook vs. Multiple Schools</b>	30 <b>7:30am</b> Picture Day @ Auditorium	31 <b>4:00pm</b> Softball-Varsity <b>Southern Valley Schools</b>		

# Board Report

## July 11, 2023

Adam Lambert  
Superintendent of Schools

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### Academics & Students

- Handbooks have been completed and will be presented at tonight's board meeting.
- Policy updates have been reviewed and will be presented.
- I have been working through annual reports for NDE. We signed off on ADVISER which is a huge end of the year report to the state.
- We received our accreditation certificate in the mail for the 23-24 school year.
- Continue to communicate with new teachers to the district and help them through anything they need.
- Met with OPAA! concerning school lunch prices and entrees. I just sent a survey out to help OPAA! build their menu for the upcoming year.
- Attended the WNA annual gathering.
- Attended a KSB webinar on procurements.
- I went through a hearing officer training, which means if a district has a student discipline issue and needs a mediator I could serve in that capacity.
- Perkins Consortium Grant has been approved for the 23-24 school year.
- We have had 6 people interested in getting their bus license. 3 of those 6 are almost across the finish line. They have taken 3 classes and still have to take the test at the DMV and the driving portion. Hopefully once they are licensed they will commit to becoming full time bus drivers.

### Building & Grounds

- Met with Miller and Associates concerning a potential parking lot project.

- Met with the building and grounds committee along with a Miller and Associates representative to go through parking lot ideas.
- Continue to communicate with our bleacher company. Their next step will be to do an onsite visit to make sure all measurements are accurate. We will also want to get an idea of colors for the bleachers.
- All of the high school classrooms slated for new carpet have been installed.
- The shorthorn and longhorn gyms have both been waxed in preparation for the new school year.
- Stucco around the building has been getting repaired from prior hail damage.
- The Longhorn gym, cafeteria, commons and 4 corner corridors have been freshly painted.

## **Budget & Finance**

- Account Balances as of 7/10/2023. About 8.5% savings after 11 months of expenditures.
  - General Fund Balance \$3,283,244
  - Depreciation Fund Balance \$599,000
  - Lunch Fund Balance \$291,368
  - Special Building Fund Balance \$748,744
  - QCPUF Balance \$114
  - Bond Balance \$65

# OCCUPATIONAL THERAPY SERVICES, LLC



## **Contractual Agreement Occupational Therapy 2023-2024 School Year**

**Name of Service Agency:** *Occupational Therapy Services, LLC*  
Nebraska Department of Education Service Provider  
P.O. Box 189, Chappell NE 69129  
Phone: 308-289-6921  
[jennyreichman73@gmail.com](mailto:jennyreichman73@gmail.com)

Nebraska Dept of Education Service Provider Agency Code #950419

## **Chase County Schools**

PO Box 577  
520 East 9th St  
Imperial, NE 69033

## **CONTRACT FOR SERVICE**

Chase County Schools will:

1. Follow state and federal guidelines in assuming responsibility for providing occupational therapy services for verified handicapped students.
2. Provide the therapist with time and space to work with identified students in school districts.
3. Provide therapist with a contact person in the school setting who will work with the therapist in reviewing the educational OT needs of individual verified students.
4. Provide the necessary framework for including OT goals for identified students on the IEP and/or IFSP.
5. Include the therapist as a part of the multidisciplinary team for identified students.
6. Notify therapist of the time and place of staffing conferences for identified students.
- 7. Reimburse Occupational Therapy Services LLC, for occupational therapy, including diagnostic testings, evaluation, consultation, support to staff services, reports, IEP reports & meetings, and direct therapy at the amount of the current minimum state rate of \$79 per hour, not to exceed 48 days of service, plus mileage @ the state approved rate of \$.655 per mile with the**

**first payment being due September 20, 2023.**

Whereas Occupational Therapy Services, LLC is approved by the State Department of Education as a service agency and will:

1. Follow state and federal guidelines in providing educationally related occupational therapy for verified students in the educational setting.
2. Cooperate with school and preschool personnel in establishing a schedule of therapy times for working with staff and identified students.
3. Establish IEP/IFSP goals in conjunction with multidisciplinary evaluation and IEP/IFSP teams.
4. Attend staffing and IEP/IFSP conferences for identified students, when schedule permits.
5. Prepare staffing reports and progress reports, as requested for clinic reevaluation and school records.
6. Provide services as defined in student's IEP.
7. Occupational Therapy Services, LLC will provide occupational therapy services for Chase County School students beginning on or about August 15, 2023 and ending on or about May 20, 2024. Specific days will be agreed upon jointly by providing therapist and school district. OT Services, LLC will include flexible scheduling to provide summer therapy for students on an IFSP. Summer therapy for school age students only will be arranged on an as-needed basis and will be billed hourly at the state approved rate.

OT services provided will include direct therapy, diagnostic testing, evaluation, consultation, reports, IEP reports & meetings, clinic reports & attendance, attendance at inservices and trainings, travel time, mileage and all equipment and material necessary for therapy consultation with the exception of equipment for the specific use of an individual school or pupil.

Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Contractor employs or contracts with any subcontractor in connection with this Agreement, Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Chase County Schools \_\_\_\_\_  
Adam Lambert, Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Occupational Therapy Services, LLC \_\_\_\_\_  
Jennifer A. Reichman, President

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

# **CHASE COUNTY SCHOOLS**

## **ACTIVITY HANDBOOK**

**2023-2024**



**Chase County Schools  
520 E 9<sup>th</sup> Street Imperial, NE 69033  
308-882-4304**

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## **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, Pep-Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, FFA, 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.

### **Section 3 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, 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 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.

## **Section 4 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 Violations**

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: 10 school days or a minimum of the next (1) school activity.
2. Second Violation: 20 school days or a minimum of the next two school activities.
3. Third Violation: If a student is caught a 3<sup>rd</sup> time, they will be ineligible to participate in ALL extra-curricular activities for the remainder of that school year.
4. Reduction for Self-Reporting: If the student has self-reported, the penalty will be reduced to 5 school days for the first offense and 10 school days for subsequent offenses. Minimum missed activities will not be reduced. ***A reduction for self-reporting does not qualify for a 3<sup>rd</sup> violation.***
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). If a student drops out of the approved chemical dependency program, the full violation will be put back into place starting the day after they quit. ***A reduction for participating in a chemical dependency program does not qualify for a 3<sup>rd</sup> violation.***
6. 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.
7. 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.

## Section 5 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.

## Section 6 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.

## Section 7 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.~~

## Section 8 Self-Reporting

A student who violates the Code of Conduct during the school year or during a school sponsored activity may self-report, which may lessen the length/severity of the disciplinary action. 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.

### **Section 9 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 during the school year or during a school sponsored activity.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct, during the school year or during a school sponsored activity, 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 during the school year or during a school sponsored activity.

### **Section 10 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 when determined to be appropriate.
- b. The suspension may be imposed prior to the meeting if the meeting cannot 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 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 11 School 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 may 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. 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 12 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. Accumulative course grades will be posted in Infinite Campus on Monday by 9:00am of every school week beginning the 3<sup>rd</sup> full week of each semester. The ineligibility list will start over at semester.
3. The names of students who have grades below 70% will be distributed to all teachers, coaches and sponsors. Those who have two or more grades below 70% are considered ineligible for extracurricular activities.

4. Those students determined to be ineligible for the week will not be allowed to compete, perform or represent the school in any extracurricular activity during the week of ineligibility. A week is considered Tuesday at Midnight through the following Tuesday at midnight. Ineligible students may practice with their activity groups.
5. The list of ineligible students will be subject to review by a committee including the principal, guidance counselor, and teachers.
6. Eligibility standards do not apply for tryouts.  
The following areas will not be under the full jurisdiction of the weekly ineligibility list. Students who are in band or chorus will be able to perform at Chase County School music activities as long as the activity is held at Chase County Schools, due to the fact that this performance is part of the student's grade. Examples of this are school concerts and pep band. Any performance outside of the school or hosted by Chase County Schools such as Conference, District or State contest, and special performances such as jazz band, show choir, marching band, and musical will still follow the weekly ineligibility list. These rules and regulations do not supersede other school policies.

### **Section 13 Team Selection and Playing Time**

Team selection and playing time decisions are the responsibility of the individual coach or sponsor of the activity.

### **Section 14 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 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 and not attending high school or older than 20 years of age cannot attend.
  - 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, vape devices 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.

### **Section 15. 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:
  - 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:
      - 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 16 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:
  - 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 17 Good Sportsmanship/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. 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 18 Title IX**Community RelationsTitle IX - Discrimination

Chase County Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
- 4) The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
- 5) Pursuant to this intent the Board of Education, as of this date, appoints the board policy committee to address these issues, as needed.

Legal Reference: Title IX

Date of Adoption: 9/11/18

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

**TITLE IX COORDINATOR CONTACT INFORMATION**

Jacci Paisley  
520 E. 9<sup>th</sup> Street  
Imperial, NE 69033  
308-882-4304  
[jpaisley@chasecountyschools.org](mailto:jpaisley@chasecountyschools.org)

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

#### **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (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.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. **Sanctions:** At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. **Appeals**

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

**D. Informal Resolution**

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

**E. Record Keeping**

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 for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

**CHASE COUNTY SCHOOLS**

**STUDENT-PARENT HANDBOOK**

**2023-2024**



**Chase County Schools**

**520 E 9<sup>th</sup> Street  
Imperial, NE 69033  
308-882-4304**

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# STUDENT - PARENT HANDBOOK OF CHASE COUNTY SCHOOLS 2023-2024

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**Chase County Schools Parent-Student Handbook  
2022-2023 School Year**

**Foreword**

**Section 1 Intent of Handbook**

This handbook is intended to be used by students, parents, 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.

**Section 2 Members of the Board of Education**

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Willy O’Neil, Vice President (woneil@chasecountyschools.org)
Carrie Terryberry, Secretary (cterryberry@chasecountyschools.org)
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\*Executive Organization (Appendix B)

Foreword

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**Section 5 Secretary Staff**

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## Article 1 – Mission and Goals

### Section 4 School Mission Statement

Chase County Schools creates exceptional opportunities, fosters strong relationships, and empowers students to succeed.

### Section 5 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 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.

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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 5 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 6 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.
- 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.

**Article 2 – School Day**

**Section 1 Daily Schedule**

<b>Regular Day: 8:00 AM - 3:30 PM</b>		<b>Late Start Day: 10:00 AM - 3:30 PM</b>		<b>Early Dismissal Day: 8:00 AM - 1:30 PM</b>	
Hallways Open	7:50 AM	Hallways Open	9:50 AM	Hallways Open	7:50 AM
Breakfast Ends	7:55 AM	No Breakfast		Breakfast Ends	7:55 AM
1st Period	8:00 AM - 8:50 PM	1st Period	10:00 AM - 10:35 PM	1st Period	8:00 AM - 8:35 PM
2nd Period	8:53 AM - 9:43 AM	2nd Period	10:38 AM - 11:13 AM	2nd Period	8:38 AM - 9:13 AM
3rd Period	9:46 AM - 10:36 AM	3rd Period	11:16 AM - 11:51 AM	3rd Period	9:16 AM - 9:51 AM
4th Period	10:39 AM - 11:29 AM	1st Lunch (Grades 5-8)	11:51 AM - 12:23 PM	4th Period	9:54 AM - 10:29 AM
1st Lunch (Grades 5-8)	11:29 AM - 12:01 PM	5th Period (Grades 9-12)	11:54 AM - 12:29 PM	6th Period	10:32 AM - 11:07 AM
5th Period (Grades 9-12)	11:32 AM - 12:22 PM	5th Period (Grades 5-8)	12:23 PM - 12:58 PM	7th Period	11:10 AM - 11:45 AM
5th Period (Grades 5-8)	12:01 PM - 12:51 PM	2nd Lunch (Grades 9-12)	12:29 PM - 12:58 PM	1st Lunch (Grades 5-8)	11:45 AM - 12:17 PM
2nd Lunch (Grades 9-12)	12:22 PM - 12:51 PM	4th Period	1:01 PM - 1:36 PM	5th Period (Grades 9-12)	11:48 AM - 12:23 PM
6th Period	12:54 PM - 1:44 PM	6th Period	1:39 PM - 2:14 PM	5th Period (Grades 5-8)	12:17 PM - 12:52 PM
7th Period	1:47 PM - 2:37 PM	7th Period	2:17 PM - 2:52 PM	2nd Lunch (Grades 9-12)	12:23 PM - 12:52 PM
8th Period	2:40 PM - 3:30 PM	8th Period	2:55 PM - 3:30 PM	8th Period	12:55 PM - 1:30 PM

## **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 **through CCS social media and communication platforms**.

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 through CCS social media and communication platforms**. 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 School Messenger system and will also be made **through CCS social media and communication platforms**. 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 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.

### **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 may 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 outside of the regularly scheduled instructional day.**

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 notify the school if their children are entering after their first class or leaving prior to their final class. 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 (3) 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.

**Section 2 Smoke-Free Environment**

All of our school buildings and grounds are smoke/vape and tobacco-free. We would appreciate your help in meeting the goal of a smoke/vape 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:	\$1.00 per page (up to replacement cost)
Torn Page:	\$.50 per page (up to replacement cost)
Marks that cannot be erased:	\$.20 per mark (up to replacement cost)

School-issued items that are stolen or damaged will be required to be replaced by the student (chromebooks, ipads, etc.)

**Section 4 Lockers**

Each student will be assigned a locker grades 4-12 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. 5th-8<sup>th</sup> grade students are expected to keep all books, etc., in their assigned locker and 9th-12<sup>th</sup> grade are encouraged to. 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.

### **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 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 Recording of Others (Policy No. 1102)**

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

**Section 8 Use of Telephone**

Use of the office phone will be allowed when a student is ill, or other situations with approval from a staff member.

**Section 9 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 10 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 11 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 12 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 13 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 14 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 15 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 16 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**

Parent/Guardian(s) are expected to call any absences into the main office by 8:30am. If no correspondence is made, the district will attempt to contact parents and any emergency contacts on file. If no one is reached the district may call law enforcement for a well check.

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.

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 (5-12). A tardy is defined as up to five (5) minutes missed at the beginning of a period. Anything over 5 minutes will be counted as an absence. Almost all tardiness, except possibly caused by transportation before school, is avoidable. For K-4 a tardy is defined as up to 15 minutes late per half day. If a student shows up unexcused beyond 15 minutes they will be considered absent for that half day.

Three tardies in any one semester will count as an absence for the class involved. Any subsequent 3 tardies is the equivalent of 1 absence. This will be counted toward the maximum of seven absences from any given class. If seven absences is reached, the student may lose credit from that class for grades 9-12. Students may appeal their loss of credit to the district attendance committee.

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.

### 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 front 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.

Two school days will be allowed to make up work for the time missed unless otherwise directed by a school administrator.

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**Section 5 Attendance is Required to Participate in Activities**

Students must arrive to school by 11:30 AM on the day 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 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.

Once a student reaches 7 days of unexcused absences, they are in danger of losing full credit. Students will be encouraged to enroll in the Chase County Truancy Diversion Program established by the Chase County Attorney's office. If such student successfully completes the diversion program they may earn their credits back for the unexcused absences.

**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	87-90	B-	85-86
C+	83-84	C	80-82	C-	77-79
D+	73-76	D	72-74	D-	70-71
F	0-69				

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**Grading Scale and Weighted Courses**

Examples of weighted courses are all dual credit courses (whether taken for credit or not), trigonometry, precalculus, 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

**Chase County Schools Weighted Courses:**

- Advanced Chemistry
- Senior Composition I & Senior Composition II
- Trigonometry
- Precalculus
- Physics
- Accounting
- Advanced Accounting
- Informational Technology I & II

- Personal Finance
- Welding
- Advanced Welding
- American History
- Intro to Visual Arts
- Design

**Dual Credit Courses:**

1. The course must be an ADVANCED course.
2. All courses must be pre-approved by the academic team consisting of: Principal, School Counselor, Superintendent, and Department representative.
3. All Dual Credit Courses OUTSIDE of CCS without prior approval from the academic team do not count toward H.S. GPA.

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.

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
CTE	16 Semester hours: 4 from Personal Finance and 4 from IT Fundamentals (IT Fund. '27-'28 Cohort)

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 counselor. Schedule changes must be initiated by the teachers involved, the Principal or counselor, and the student’s parent. Schedules may not be changed after the first week into a new quarter or semester.

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**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.

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**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) needs to be made up before the grading period ends.

### **Section 8 Parent-Teacher Conferences**

Parent-teacher conferences will be held during the 1st quarter and 3rd quarter. 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 7-12. 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 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.

#### 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:

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;

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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 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 **and/or AI** 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.

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 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, precalculus, 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. 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:

1. 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.
2. 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.
3. 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 composite American College Test (ACT) score available as of 10 days before graduation.

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.

### 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 in 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.

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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

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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 foregoing 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 2022-2023 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, for 7 <sup>th</sup> Grade Only	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 **home** 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 or look alike products (e-cig, vaping device etc.).

#### **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 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

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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.
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 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.

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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;
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

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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 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.

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## 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. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - 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).
  - d. Head wear including hats, caps, bandannas, scarves, headphones, and earbuds
  - 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. Clothing that has a hood including, **but not limited to coats;** hoodies, long sleeved t-shirt etc. may be permitted, but the hood/head covering is not allowed to be over a student’s heads anytime during the school day.
  - h. **Winter coats are prohibited during academic hours including classrooms, hallways or common areas. Students may wear winter coats before and after school.**

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.

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On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the school will try to provide appropriate attire. If the school is unable to resolve the issue 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

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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 personal electronic devices at school. Students are required to use school sanctioned devices for all school activities. 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, laptop 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.

Personal electronic devices such as cell phones, smart watches, and music players are not required by the school. If students choose to bring personal electronic devices they are subject to the following expectations and consequences;

Grades K-4: The use of personal electronic devices are not allowed in the classrooms, restrooms, during recess, or at lunch. Students should keep their devices turned off and stored in their book bags.

Grades 5-8: The use of personal electronic devices are not allowed in the classrooms, restrooms, during recess, or at lunch. Students should keep their devices turned off and stored in their lockers.

Grades 9-12: The use of personal electronic devices are not allowed in the classrooms, restrooms, or hallways during class time unless approved by the classroom teacher for academic purposes. The use of these devices is allowed at lunch; however, it is discouraged.

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When parents need to communicate with the child during the school day it is recommended that they call the school office in case of emergency. Parents can also send e-mail messages to their students which could be check on students Chromebooks/Computers.

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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).

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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.¶

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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.

Deleted: <#>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.¶  
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).¶

(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

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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.

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 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

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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. Food (seeds, candy, etc), drinks (with the exception of water), are not allowed in the school classrooms during the school day without administrative approval.
  - b. Students are expected to bring all books and necessary materials to class. This includes study halls.
  - c. Assignments for all classes are due as assigned by the teacher.
  - d. 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.
  - e. Students are to be in their seats and ready for class on the tardy bell.
  - f. 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.

- g. 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.
- h. 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.
- i. Snow handling is prohibited.

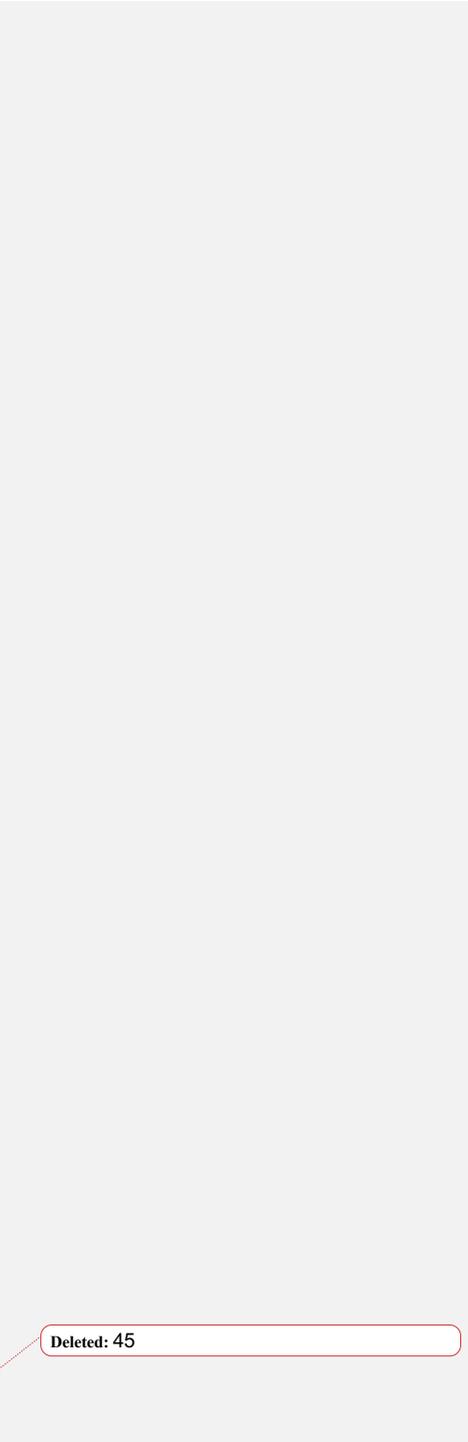
(6) Network, E-Mail, Internet and Other Computer Use Rules:

(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. 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.
- (vi) **ONLY SCHOOL PURCHASED AND MANAGED DEVICES ARE ALLOWED ON THE SCHOOL NETWORK**

- (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

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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 damage/deface equipment (stickers, engravings etc.), 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.
- (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.

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- (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.

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

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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 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.

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- (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.

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Vandalism resulting in significant property damage....

### Section 5 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.

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-

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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 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.

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(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in music courses. Use of a musical instrument without charge is available under the District’s fee waiver policy.

(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 fee may be assessed to repair or replace any lost, stolen or damaged device or accessory (iPads, Chromebooks, Computers, chargers, etc). Fees will be determined by Administration or Administrations designee (ie. Technology coordinator).

(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 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.

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(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.

(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.

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(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.

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**Appendix“1” 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 5-12 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—Band	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. Non-refundable damage deposit of \$25.00 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—\$1.65 (K-12) Lunch—\$2.95 (K-8) \$3.10 (9-12) Adults—\$3.95 (Lunch) \$2.40 (Breakfast) 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 unless provided by the district.

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Technology Use		A fee may be assessed up to the cost of damage due to neglect, excess wear and tear, or lost school items. Fees will be determined by Administration or Administration's designee.																						
<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.																						

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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.
<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	Nominal charge may be assessed.
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.

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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	Activity Director/ <u>Principals</u>
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	<u>Principals</u>
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

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The Coordinator may be contacted at: 520 E. 9<sup>th</sup> Street, Imperial, NE 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.

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.

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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 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 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.

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### 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.

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.

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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.

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

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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, & 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 enforcing any & all federal, state or local law, maintaining the physical security and safety of the schools in the District, and 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 & institutions of higher education access to secondary school students' names, addresses, & 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 Combined District and School Title I Parent and Family Involvement (Policy No. 6410)**

Public School District intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, Section 1116(a-f) ESSA (Every Student Succeeds Act) of 2015.

In General

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content

and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.

- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

#### **Section 9 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.

#### **Section 10 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:

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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 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 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:

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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 program).

## Section 11 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.

**Section 12 Homeless Students (Policy No. 5418)**

A. 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.

No Stigmatization or Segregation of Homeless Students: It is the District's policy and practice to 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

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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 the Nebraska Commissioner of Education 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.

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

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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 Public Schools based on it being the school of origin, the new school and Public 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 13 Pregnant and Parenting Students (Policy No. 5422)**

Public Schools 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

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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.

### **Section 14 Married Students (Policy No. 5403)**

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.

### Section 15 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:

#### Nondiscrimination 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.

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 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 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, audiotope, 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.

**Section 16 Title IX**

**Community Relations**

**Title IX - Discrimination**

Chase County Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
- 4) The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
- 5) Pursuant to this intent the Board of Education, as of this date, appoints the board policy committee to address these issues, as needed.

Legal Reference: Title IX

Date of Adoption: 9/11/18

Community Relations

Title IX – Procedure for Complaints of Sexual Harassment

**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION

Jacci Paisley  
 520 E. 9<sup>th</sup> Street  
 Imperial, NE 69033  
 308-882-4304  
 jpaisley@chasecountyschools.org

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

#### **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (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.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

**9. Informal Resolution**

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

**10. Record Keeping**

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 for a period of seven (7) years.

Legal Reference: Title IX Date of Adoption:

[Insert Date]

'23-'24 District Calendar

Chase County Schools

**AUGUST '23**

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		

8 School Board Meeting  
 14 Teacher Inservice no school.  
 21 Teacher Inservice no school.  
 22 First Day of School

8/10 Student/Staff Days

**FEBRUARY '24**

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		

2 Winter Break no school.  
 8 PT Conf. 1-7pm no school.  
 13 School Board Meeting

19/20.5 Student/Staff Days

**SEPTEMBER '23**

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

4 Labor Day no school.  
 5 Teacher Inservice no school.  
 12 School Board Meeting  
 13 College Fair (School in Session)

19/20 Student/Staff Days

**MARCH '24**

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 End of Quarter 3  
 8 Spring Break no school.  
 11 Teacher Inservice no school.  
 12 School Board Meeting  
 29-31 Easter Break no school.

18/19 Student/Staff Days

**OCTOBER '23**

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 PT Conf. 1-7pm no school.  
 10 School Board Meeting  
 18 End of Quarter 1  
 27 Teacher Inservice no school.  
 30 Fall Break no school.

19/21.5 Student/Staff Days

**APRIL '24**

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				

1 Easter Break no school.  
 2 Teacher Inservice no school.  
 9 School Board Meeting

20/21 Student/Staff Days

**NOVEMBER '23**

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	

14 School Board Meeting  
 22-24 Thanksgiving Break no school.

19/19 Student/Staff Days

**MAY '24**

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					

11 Graduation  
 14 School Board Meeting  
 22 End of Semester 2  
 EARLY DISMISSAL  
 23 Teacher Inservice no school.

16/17 Student/Staff Days  
 94/99.5 Student/Staff Days  
 173/185 Student/Staff Days

**DECEMBER '23**

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						

1 Teacher Inservice no school.  
 12 School Board Meeting  
 21 End of Semester 1  
 22-31 Christmas Break no school.

14/15 Student/Staff Days  
 79/85.5 Student/Staff Days

**JUNE '24**

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						

11 School Board Meeting

**JANUARY '24**

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					

1 Christmas Break no school.  
 2 Teacher Inservice no school.  
 9 School Board Meeting

21/22 Student/Staff Days

Teacher Inservice Days (No School)

**JULY '24**

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					

9 School Board Meeting

No School Days

# CHASE COUNTY SCHOOLS

## TEACHER HANDBOOK

**2023-2024**



**Chase County Schools**

**520 E 9<sup>th</sup> Street  
Imperial, NE 69033  
308-882-4304**

[Type here]

**2023-2024**

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# Chase County Schools Certified Staff Handbook 2022-2023 School Year

## Foreword

### Section 1 Intent of Handbook

Welcome to Chase County Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Chase County Schools and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to "teachers" are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. 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. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Chase County Schools and the Chase County Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the 2022-2023 and subsequent school years unless replaced by a later edition.

### Section 2 School Mission Statement

Chase County Schools creates exceptional opportunities, fosters strong relationships, and empowers students to succeed.

**Section 3****Members of the Board of Education**

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Carrie Terryberry, Secretary (cterryberry@chasecountyschools.org)
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Foreword

**Section 5 Certified Staff**

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**Section 6 Secretary Staff**

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## Article 1 – SCHOOL CALENDAR AND SCHEDULES

### Section 1 School Calendar

See School Calendar attached as Appendix E.

### Section 2 Daily Schedule

<b>Regular Day: 8:00 AM - 3:30 PM</b>		<b>Late Start Day: 10:00 AM - 3:30 PM</b>		<b>Early Dismissal Day: 8:00 AM - 1:30 PM</b>	
Hallways Open	7:50 AM	Hallways Open	9:50 AM	Hallways Open	7:50 AM
Breakfast Ends	7:55 AM	No Breakfast		Breakfast Ends	7:55 AM
1st Period	8:00 AM - 8:50 PM	1st Period	10:00 AM - 10:35 PM	1st Period	8:00 AM - 8:35 PM
2nd Period	8:53 AM - 9:43 AM	2nd Period	10:38 AM - 11:13 AM	2nd Period	8:38 AM - 9:13 AM
3rd Period	9:46 AM - 10:36 AM	3rd Period	11:16 AM - 11:51 AM	3rd Period	9:16 AM - 9:51 AM
4th Period	10:39 AM - 11:29 AM	1st Lunch (Grades 5-8)	11:51 AM - 12:23 PM	4th Period	9:54 AM - 10:29 AM
1st Lunch (Grades 5-8)	11:29 AM - 12:01 PM	5th Period (Grades 9-12)	11:54 AM - 12:29 PM	6th Period	10:32 AM - 11:07 AM
5th Period (Grades 9-12)	11:32 AM - 12:22 PM	5th Period (Grades 5-8)	12:23 PM - 12:58 PM	7th Period	11:10 AM - 11:45 AM
5th Period (Grades 5-8)	12:01 PM - 12:51 PM	2nd Lunch (Grades 9-12)	12:29 PM - 12:58 PM	1st Lunch (Grades 5-8)	11:45 AM - 12:17 PM
2nd Lunch (Grades 9-12)	12:22 PM - 12:51 PM	4th Period	1:01 PM - 1:36 PM	5th Period (Grades 9-12)	11:48 AM - 12:23 PM
6th Period	12:54 PM - 1:44 PM	6th Period	1:39 PM - 2:14 PM	5th Period (Grades 5-8)	12:17 PM - 12:52 PM
7th Period	1:47 PM - 2:37 PM	7th Period	2:17 PM - 2:52 PM	2nd Lunch (Grades 9-12)	12:23 PM - 12:52 PM
8th Period	2:40 PM - 3:30 PM	8th Period	2:55 PM - 3:30 PM	8th Period	12:55 PM - 1:30 PM

### **Section 3 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 **through CCS social media and communication platforms**.

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 through CCS social media and communication platforms**. 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 School Messenger system and will also be made **through CCS social media and communication platforms**. 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 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. If school is closed during the day staff will be notified and parents will be notified via media broadcast, social media, and school calling system. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

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 not be marked absent. You should treat the absence like any other excused absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions. Chase County Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All 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. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

### **Section 4 Contract Days**

Teachers are contracted for 185 contract days (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the administration.

### **Section 5 Make-Up Days**

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

A teacher is employed by Chase County Schools when the teacher signs the Teacher’s Contract and the Board of Education approves such contract of employment. The teacher’s employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher’s employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or before April 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or after April 1 or such other date before April 15 as may be designated in the notice. It is important for teachers to respond to the request. Failure to signify acceptance of employment by the April 15 deadline or other designated date shall constitute cause for amendment or termination of the teacher’s contract. If a teacher signifies acceptance of employment for the next school year the teacher may either be issued a new Teacher’s Contract or a “Contract Renewal Agreement.”

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after second Monday in May or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

### **Section 2 Assignments**

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent of the District. A teacher will be expected to devote full time during days of school to the teacher’s position and to diligently and faithfully perform the assigned duties to the best of the teacher’s professional ability. Job descriptions, where available, provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such “extra duty” assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular

program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty assignment is a part of the evaluation of the teacher's overall performance to the District.

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

### **Section 4 Grievances and Complaints**

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

In the event that a teacher believes a potential change to board policy could affect the terms and conditions of employment, the teacher and teachers' association should notify the Superintendent of his or her support, concerns or other opinions relating to said policy, pursuant to the applicable negotiated agreement.

### **Section 5 Compensation**

Regular Salary and Extra-Duty Compensation. Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent for the certificated teaching staff (referred to in this handbook as the "negotiated agreement"), and the extra-duty salary schedule also incorporated into the negotiated agreement.

Changes in Salary Schedule Placement. Changes in a teacher's placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before **September 1** of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for such school year. Any advancement on the salary schedule must be consistent with the terms of the applicable negotiated agreement, or no such advancement will be allowed.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 10th of the month, or the last preceding school day before noon, if the 10th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursements for mileage or other expenses will be considered separate from compensation.

## **Section 6 Benefits**

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A."

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

## **Section 7 Payroll and Payroll Deductions**

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

## **Section 8 Expense Reimbursement**

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. *If an employee elects to take their own vehicle when a school district vehicle is available, mileage will be paid at 1/3 of the stated rate. Rate is set at the current IRS rate for each month.*

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

### **Section 9 403(b) Salary Reduction Agreements**

The District will cooperate with any teacher who chooses to participate in an investment program under Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District and the vendor of the 403(b) Plan elected by the teacher has entered in to a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

### **Section 10 Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "A" to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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.

### **Article 3 – ABSENCES FROM WORK**

#### **Section 1 Paid Leave - Sick and Personal Leaves**

##### Temporary Leaves of Absence

1. Teachers shall be granted professional and personal leave at the discretion of the administration and consistent with the terms of the applicable negotiated agreement. Four personal leave days will be granted upon request. No salary deductions shall be made for professional or personal leave.
2. *Unused Personal Days.* See negotiated agreement.

##### Sick Leave

3. *Days Per Leave Year.* Teachers have 10 days sick leave available per leave year.
4. *Availability.* Sick leave is a paid workday when the employee may be absent from duties. Sick days are only available when the employee is unable to perform assigned duties due to the illness or temporary disability of the employee or due to the employee needing to care for a member of the employee's immediate family (as defined in the applicable negotiated agreement) who is ill or has a serious health condition.
5. *Use of Sick Leave.* Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave. Any sick leave in excess of five days will require proof of illness, consistent with the applicable negotiated agreement.
1. *Carry-over and Accumulation.* Unused sick leave may be carried over from one leave year to the next succeeding leave year to a maximum of 50 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 50, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 50 days. Employees who have accumulated sick leave days in excess of said maximum prior to the **previous** school year will continue to have the excess days available for use, but will not be given any additional sick leave days until their unused days are less than the

maximum of 50, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 50 days in a leave year.

### Sick Leave Bank

*See Board Policy*

### Bereavement Leave

- A. Absence from work will be allowed upon approval of the administration and consistent with the applicable negotiated agreement.
- B. The employee shall be granted without loss of pay for the purpose of attending the funeral of the employee's family member, as defined by the applicable negotiated agreement.

### Personal Leave

Teachers are entitled to take up to four days of personal leave per school year, consistent with the terms of the applicable negotiated agreement.

### **Section 2 Payroll Deductions for Absences in Excess of Paid Leave**

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator.

### **Section 3 Unpaid Leaves**

Chase County Schools complies with laws that require leaves to be allowed without loss of pay, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary may be subject to reduction for the day or days of work missed.

### Discretionary Leave of Absence

An employee may apply to the Superintendent for a leave of absence from duties. The Superintendent will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated.

### **Section 4 Jury Duty Leave**

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty.

There will be no loss of salary or deduction in leave time for time spent in jury service. The school district may at its discretion reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee's immediate supervisor.

Legal Reference:	§ 25-1640
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### **Section 5 Family and Medical Leave Act**

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective on January 16, 2009. One of the changes involves the content of the general notice to be given to employees concerning rights and responsibilities under the FMLA. The general notice information is to be included in employee handbooks. As such, we are providing the following information as an addendum to the District's existing employee handbooks.

#### **Employee Rights and Responsibilities under the Family and Medical Leave Act**

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a 12-month period. A covered service-member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service-member medically unfit to perform his or her duties for which the service-member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Chase County Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Chase County Schools within 75 miles of your work location.

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

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

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. You may choose or Chase County Schools may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

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

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

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

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

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact the superintendent at (308) 882 - 4304.

### **Section 6 Military 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 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, and consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school district. For leaves of less than 5 days, the employee is to notify the Superintendent of the leave request as soon as practicable.

Family military leave under the 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. §§ 55-160 to 55-166 Neb. Rev. Stat. §§ 55-501 to 55-507 29 U.S.C. §§ 2611, et seq.; 29 CFR Part 825 (FMLA) 38 U.S.C. §§ 4301 to 4333; 20 CFR Part 1002 (USERRA)
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### **Section 7 Adoption 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 early as possible.

Legal Reference:	§ 48-234
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### **Section 8 Subpoena to Testify Leave**

An employee must promptly notify the employee's immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the school district, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee's involvement in the legal matter is solely due to actions taken in connection with the employee's work duties, the actions of the employee were not inappropriate, and the school district is not an opposing party in the legal matter.

### **Section 9 Voting Leave**

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

Legal Reference:
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§ 32-922
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## **Article 4 – DUTIES AND RESPONSIBILITIES**

### **Section 1 Hours of Work & Meetings**

Regular, dependable attendance at work is an essential function of a teacher's employment position.

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

All certified staff must be at school or on duty between the hours of 7:45 a.m. and 3:45 p.m., Monday through Friday. On Fridays and days preceding certain holidays or vacation periods, certified staff are permitted to leave after the students are dismissed. Under special circumstances, certified staff may seek permission from their building principal to vary these duty hours. In addition, certified staff may be assigned responsibilities at other hours by the principal or superintendent for supervising or directing school activities or affairs or for participation in affairs under the direct sponsorship of the school.

Each teacher will be in his or her classroom and ready to teach at 8:00 a.m. each day. Classroom teachers will stand at their doors when class is dismissed and must be outside their classroom doors before each class period. Classroom teachers must be physically present in their classrooms at all times during class periods and conference periods.

Personal work may not be done on school time.

Certificated employees are also required to serve on playground, lunchroom and hall supervision and any other positions designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their

work and agreement of employment.

Teachers shall attend meetings called by the Superintendent of Schools, principals, department heads and team leaders, except those meetings which are designated for optional attendance.

### **Section 2 Arrival to Duty Assignments**

Full-time teachers have a designated on-site workday as 7:45am—3:45pm (M-F). Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

### **Section 3 Leaving School**

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving, and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

### **Section 4 Lesson Plans**

Teachers will prepare weekly lesson plans that identify the State Standards. Lesson plans are to be completed and are due Monday morning by 8:00 am in the principal's office or designated area. Please keep the plan lesson plans, class rosters, etc. up to date and readily available in the teacher's absence.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

### **Section 5 Daily Class Records**

Every teacher is required to keep a complete and easily understandable record of the attendance and achievement of every student in Infinite Campus. These class records must be kept current and a complete report of all recorded grades for each student needs to be updated on weekly basis. A minimum of 2 grades per subject per week is required. Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents.

Upon request a student's individual record shall be made available for review or copying.

Information relating to other students should not be allowed to be seen by other students or parents.

Teachers who return to Chase County School and who wish to refer to the previous year's class record book may request the Infinite Campus records.

## **Section 6 Classroom and School Procedures**

Teachers are expected to adhere to the following classroom and school procedure in the performance of their duties:

1. Textbook and Room Inventory

All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

2. Use of Cell Phones

Teachers shall not use personal cell phones for any non-school purpose during teacher duty time without administration approval.

Teachers are not to use wireless cell phones or otherwise engage in distracted driving while transporting students. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

Teachers will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants. Cell phones will not be used while the vehicle is in motion.

3. Use of Paraprofessionals

Paraprofessionals provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Paraprofessionals may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, and preparing bulletin boards. Paraprofessionals are to work only on their assigned workdays and within their assigned workday. If the teacher desires the para to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

4. Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the

building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.

5. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

6. Requisition of Equipment and Supplies

Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

7. E-mail

Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

8. Teacher Mail Box

Each teacher will be assigned a mailbox located in the office. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer, teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communications regarding school business.

9. Teachers Meetings

Teachers' meetings will be held on a monthly basis. **ALL** teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

## **Section 7 Supervision of Students**

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety.

1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.

Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave

your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.

- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited at Chase County Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

## 2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
- Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

## 3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

#### 4. Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

#### Contact the Office for Assistance

The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office cannot be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

#### Student Searches

A teacher should not search students, their lockers or their personal property. If there is suspicion of any violation that would require a search, administration should be contacted immediately to conduct the search with the teacher or other adult present.

#### Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

### **Section 8 Managing Student Conduct**

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for **all students** in the hallways, in the restrooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent.

These expectations should be in writing. Give one copy to the students and post one copy in the room.

1. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
2. If, after attempts to improve student behavior, the problems continue, talk to the student's Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
3. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
4. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator or attendance coordinator will follow up with the teacher.
5. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
6. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
7. Read and understand the student handbook and the student conduct rules of the District.
8. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
9. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Section 9 Dispensing Medication**

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol). If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should

include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

### **Section 10 Reporting Child Abuse**

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger; Sexually abused; or
5. Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Teachers are to inform their principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

### **Section 11 Curriculum – Assessments**

1. State Assessments.

Chase County Schools has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

## 2. Achieving Valid Assessments.

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and “coursework assessments” (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
  - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
  - ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.

- i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
- ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. Conditions for Successful Assessments.

- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
- ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.

- d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
- e. Assistance During Assessments.
  - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
  - ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
- f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

## **Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Professional Ethics Standards**

The Chase County Schools expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards, which certificated employees are expected to adhere to, include those set forth below. 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 public school certificate holders in the State of Nebraska and for all educators, including administrators, 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:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, national origin, religion, disability, age, sex, or other protected category.
- C. 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.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.

- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

**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:

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions, which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. 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.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Superintendent or his designee.
- G. Shall not discipline students using corporal punishment.

**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:

- A. 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.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.**

- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. 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:

- A. 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.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. 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:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

## Section 2 Evaluations

Evaluations of teachers will be conducted in accordance with the District's evaluation policy and the applicable negotiated agreement. Supervisors reserve the right to observe, appraise or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

## Section 3 Role Model

Teachers serve as role models for students and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner.

### A. Notification of Arrest, etc.

Employees must notify Superintendent by the next business 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 or relations with other employees of Chase County Schools;
    - 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 students; 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 property of Chase County Schools, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.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 is 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 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.

B. Civility

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with Chase County School. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee’s uncivil behavior shall report the conduct to the employee’s immediate supervisor or to the Superintendent. There will be no retaliation against a person for making the report.

C. Visitors to Employees

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Superintendent or designee. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow posted procedures for being on Chase County School’s property. Employees are not to bring their children to work with them in lieu of taking them to childcare.

D. Tobacco

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be

present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

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

Legal Reference:	§§ 71-5716 to 71-5734
Date of Adoption:	

E. Complaints or Concerns of Employees

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

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

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

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

## **Section 4 Relationships**

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

### Professional 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 Instagram, 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 familial relationships between employees and their children who are students in the District.

### **Section 5 Professional Attire**

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary.

### **Section 6 Private Tutoring**

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.

2. The teacher is not to provide private tutoring during duty time.
3. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

### **Section 7 Outside Employment**

Teachers shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

### **Section 8 Safe Transportation**

When driving a school vehicle or transporting students, teachers are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants.

When transporting students, teachers are not to use cell phones or otherwise engage in distractions. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

### **Section 9 Employee Fundraising (Policy No. 4028)**

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.

## **Article 6 – ACADEMIC MATTERS**

### **Section 1 Purpose and Goals of Academic Achievement**

The Chase County School Board of Education is committed to providing a quality education for all Chase County Schools students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

### **Section 2 Teaching to Student Understanding to Assure Learning**

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education ("special education students"), students with other disabilities which impact the educational program ("504 students"), and limited English proficient students ("LEP or ELL students"). The District's policy is to comply with the state and federal laws and regulations in all respects. Teachers who are assigned special education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

### **Section 3 Instruction in the Curriculum**

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

### **Section 4 Measuring and Reporting Academic Achievement**

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is required that the teacher record at least one grade per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.

Recording Grades. Each teacher shall record grades in Infinite Campus. A sufficient number of grades must be recorded in the grade book. **A minimum of 2 grades per week per class is required** to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales. Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building principal.

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in grades 4-12 are as follows:

**Superior** – 93-100 (A) The student is more than meeting the demands of the teacher. His work is on time. The work is of superior quality. It shows mastery of the subject matter. He has the ability to carry the job through, and exerts a positive influence on the class.

**Above Average** – 85-92 (B) The work is of superior nature and the required work is well done. The student meets the demands of the teacher and exerts a positive influence on the class.

**Average** – 77-84 (C) He does satisfactorily the required work. The work is on time and is of average quality. The student is showing achievement.

**Below Average to Unsatisfactory** – 70-76 (D) The student is not doing all of the assigned work, is dependent on others, is inconsistent, uncertain, and confused. Work is below normal, but shows some evidence of growth.

**Failing** – 69 and below (F) Unsatisfactory, with little growth taking place, lack of interest and irregular attendance and attention. (Provides no credit toward those needed for graduation.)

**P** - Indicates that the student is passing regular work in the class.

**I** - Incompletes are assigned in cases where the student's work is incomplete at the end of the nine-week period and/or semester. This may be due to absence because of illness, etc. The student and teacher will work together to arrange a timeline for the completion of the missed work. If the assigned work is not completed by the established deadline, the incomplete becomes an F. Incompletes not taken care of in this time frame will not be eligible for the honor roll.

**Con.** - Condition mark - Condition marks may be assigned in cases that do not warrant an outright failure. The instructor may then give a passing grade at the close of the next grading period or may fail the student for both grading periods.

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in grades K are as follows:

Exceeds grade level- +

Meets grade level expectations- o

Developing skills- -

Not assessed at this time- x

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress

in grades 1-3 and PE and music for grades K-3 are as follows:

Advanced- 4

Proficient- 3

Progressing- 2

Beginning- 1

Not evaluated at this time- X

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales are to be used on official records or reports.
2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks).
4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

#### Reconsideration of Grades/Marks

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference which includes the teacher(s) involved and the Principal. In the event a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue will result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the Superintendent unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

Reduced Credit. Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced credit should be recorded on a "Reduced Credit/Error Summary" form and be approved by the Principal.

Transfer Grades. A student transferring into Chase County School at the 15 - 18 week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire 18 weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes which are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

### **Section 5 Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held twice during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent.

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade books which include all student assignments, work or tests completed within five (5) days of the date of the Parent-Teacher conference.

## **Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **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 unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-

free workplace. The possession or distribution of a look-alike drug or look-alike-controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

### **Section 2 Smoke and Tobacco-Free Workplace**

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

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

### **Section 3 Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sand-club, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or

- centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
  8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and it shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
  9. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
  10. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network and Internet**

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district.

In using the computers and the Internet, teachers are agreeing to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, color, national origin, religion, disability, age, sex, or another protected category. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Teachers will not disclose their passwords and account names to anyone or attempt to

- ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
  8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
  9. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
  10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
  11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
  12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
  13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
  14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
  15. The District reserves the right to refuse posting of files, and to remove files.
  16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
  17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
  18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

## **Section 5 Use of School Facilities**

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Teachers/coaches and immediate family (18 and under must be supervised) may use the weight room and auxiliary and shorthorn gyms for personal use through the school/community membership agreement. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

## **Section 6 Care of School Property**

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

## **Section 7 Use of Telephone**

Personal telephone calls shall not be made during duty time except in the event of an emergency. You will need to promptly log long distance calls and be responsible for any charges, which are for personal use.

## **Section 8 Salespersons**

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all day's school is in session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

## **Section 9 Security of Desks and Lockers**

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to 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. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

### **Section 10 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 11 Recording of Others (Policy No. 1102)**

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

### **Section 12 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 the Principal's office. Posters are to be limited to approved areas and include administrator's initials. 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 13 Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, 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.” Teachers should seek assistance from administration if there are any questions regarding what may be copied.

#### **Section 14 Lost and Found**

Teachers who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

#### **Section 15 Safety**

##### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers’ association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers’ association representative of the safety committee, (2) contact the President of the teachers’ association, or (3) contact the Safety Committee in care of the Superintendent.

##### Safety Practices

Guidelines for safe work practices which teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone

- else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
  5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
  6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
  7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
  8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
  9. Wear seatbelts when in vehicles where provided.
  10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. 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.

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.

#### Use of Personal Vehicles

Teachers should do everything possible to transport students in a school vehicle. In the rare case that a teacher volunteers to use their personal automobile to transport students, the teacher must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

#### Accidents

Every accident which results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

#### Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

## **Article 8 – STATE AND FEDERAL PROGRAMS**

### **Section 1 Notice of Nondiscrimination**

The Chase County Schools does not discriminate on the basis of race, color, national origin, religion, disability, age, sex, pregnancy, childbirth or related medical condition, or other protected category in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights in the U.S. Department of Education (OCR)  
601 East 12<sup>th</sup> Street, Room 353  
Kansas City, MO 64106  
(800) 368-1019 (voice), Fax (816) 426-3686  
(800) 537-7697 (telecommunications device for the deaf),  
or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

The U.S. Equal Employment Opportunity Commission (EEOC)  
Gateway Tower II  
400 State Avenue, Suite 905  
Kansas City, KS 66101  
(800) 669-4000; TTY: (800) 669-6820; Fax (913) 551-6957

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “D” to this handbook.

**Section 2 Designation of Coordinators**

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Chase County Schools, 520 E 9<sup>th</sup> Street; Imperial, Nebraska 69003, (308) 882-4304.

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	Activities Director/Principals
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Principals
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

**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

Purpose: Chase County Schools is committed to offering employment and educational opportunity 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, the 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.

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 category 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, class room 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 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 Grievance Procedure for Persons with a Disability**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
7. A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

#### **Section 5 Confidentiality of Student Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

## **Section 6 Disclosure of Student Information to Military Recruiters and Colleges**

The No Child Left Behind Act of 2001 requires the District to 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 school 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 consent. Employees are expected to follow these requirements.

## **Section 7 Disclosure of Staff Qualifications**

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

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, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB.

## **Section 8 Student Privacy Protection**

The No Child Left Behind Act of 2001 requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the NCLB and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;

Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:

- Political affiliations or beliefs of the student or the student's parent;
- Mental or psychological problems of the student or the student's parent;
- Sex behavior or attitudes;
- Illegal, anti-social, self-incriminating or demeaning behavior;
- Critical appraisals of other individuals with whom the student has close family relationships;
- Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- Religious practices, affiliations, or beliefs of the students or the student's parent;

- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
2. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
  3. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

## **Section 9 Parental Involvement**

### General - Parental/Community Involvement in Schools

The District’s policy is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

1. provide parents timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child’s records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child’s educational progress and achievement;
6. permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
8. encourage parents to express their concerns, share their ideas and advocate for their child’s education.

### Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children have been given the opportunity to participate 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 the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

### **Section 10 Homeless Students**

The No Child Left Behind Act of 2001 requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

### **Section 11 Breakfast and Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

### **Section 12 Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

**Section 13 Title IX****Community Relations****Title IX - Discrimination**

Chase County Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
- 4) The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
- 5) Pursuant to this intent the Board of Education, as of this date, appoints the board policy committee to address these issues, as needed.

Legal Reference: Title IX

Date of Adoption: 9/11/18

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

**TITLE IX COORDINATOR CONTACT INFORMATION**

Jacci Paisley  
520 E. 9<sup>th</sup> Street  
Imperial, NE 69033  
308-882-4304  
jpaisley@chasecountyschools.org

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

## **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (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.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

#### **D. Informal Resolution**

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

#### **E. Record Keeping**

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 for a period of seven (7) years.

Legal Reference: Title IX Date of

Adoption: [Insert Date]

**Model General Notice of COBRA Continuation Coverage Rights  
(For use by single-employer group health plans)**

**\*\* Continuation Coverage Rights Under COBRA\*\***

### **Introduction**

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

### **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage [*choose and enter appropriate information: must pay or are not required to pay*] for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

*[If the Plan provides retiree health coverage, add the following paragraph:]*

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to *[enter name of employer sponsoring the plan]*, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, *[add if Plan provides retiree health coverage: commencement of a proceeding in bankruptcy with respect to the employer,]* or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

**For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days *[or enter longer period permitted under the terms of the Plan]* after the qualifying event occurs. You must provide this notice to: *[Enter name of appropriate party]*. *[Add description of any additional Plan procedures for this notice, including a description of any required information or documentation.]***

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered

employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

***Disability extension of 18-month period of continuation coverage***

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

**If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

## FEDERAL MINIMUM WAGE

# \$7.25 PER HOUR

BEGINNING JULY 24, 2009

**The law requires employers to display this poster where employees can readily see it.**

- OVERTIME PAY** At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.
- CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.
- TIP CREDIT** Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.
- PUMP AT WORK** The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child’s birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.
- ENFORCEMENT** The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.
- ADDITIONAL INFORMATION**
- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
  - Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
  - Some state laws provide greater employee protections; employers must comply with both.
  - Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
  - Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243

[www.dol.gov/agencies/whd](http://www.dol.gov/agencies/whd)





# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten to punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that qualifies under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines

# Equal Employment Opportunity is

# THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

**INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

**DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

**RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

**Programs or Activities Receiving Federal Financial Assistance****RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

**INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.





# Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

### Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

### What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

### What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

### What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

### What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal:  
<https://publicportal.eeoc.gov/Portal/Login.aspx>

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**Visit** an EEOC field office (information at [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).



'23-'24 District Calendar

Chase County Schools

**8** School Board Meeting  
**14** Teacher Inservice **NO SCHOOL**  
**21** Teacher Inservice **NO SCHOOL**  
**22** First Day of School

AUGUST '23						
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		

8/10 Student/Staff Days

**2** Winter Break **NO SCHOOL**  
**8** PT Conf. 1-7pm **NO SCHOOL**  
**13** School Board Meeting

FEBRUARY '24						
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		

19/20.5 Student/Staff Days

**4** Labor Day **NO SCHOOL**  
**5** Teacher Inservice **NO SCHOOL**  
**12** School Board Meeting  
**13** College Fair (School in Session)

SEPTEMBER '23						
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

**7** End of Quarter 3  
**8** Spring Break **NO SCHOOL**  
**11** Teacher Inservice **NO SCHOOL**  
**12** School Board Meeting  
**29-31** Easter Break **NO SCHOOL**

MARCH '24						
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						

18/19 Student/Staff Days

**10** PT Conf. 1-7pm **NO SCHOOL**  
**10** School Board Meeting  
**18** End of Quarter 1  
**27** Teacher Inservice **NO SCHOOL**  
**30** Fall Break **NO SCHOOL**

OCTOBER '23						
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				

19/21.5 Student/Staff Days

**1** Easter Break **NO SCHOOL**  
**2** Teacher Inservice **NO SCHOOL**  
**9** School Board Meeting

APRIL '24						
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				

20/21 Student/Staff Days

**14** School Board Meeting  
**22-24** Thanksgiving Break **NO SCHOOL**

NOVEMBER '23						
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		

19/19 Student/Staff Days

**11** Graduation  
**14** School Board Meeting  
**22** End of Semester 2 **EARLY DISMISSAL**  
**23** Teacher Inservice **NO SCHOOL**

MAY '24						
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	

16/17 Student/Staff Days  
 94/99.5 Student/Staff Days  
 173/185 Student/Staff Days

**1** Teacher Inservice **NO SCHOOL**  
**12** School Board Meeting  
**21** End of Semester 1  
**22-31** Christmas Break **NO SCHOOL**

DECEMBER '23						
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  
 79/85.5 Student/Staff Days

**11** School Board Meeting

JUNE '24						
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						

**1** Christmas Break **NO SCHOOL**  
**2** Teacher Inservice **NO SCHOOL**  
**9** School Board Meeting

JANUARY '24						
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			

21/22 Student/Staff Days

**9** School Board Meeting

JULY '24						
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			

Teacher Inservice Days (No School)

No School Days

**CONCUSSION: RETURN TO LEARN PROTOCOL**

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school administration of Chase County Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” and accompanying Appendix (see page 25 & 26), as its Return to Learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

**Concussion Management Team (CMT)  
Return to Learn Protocol**

The CMT ensures that every student who suffers a concussion is monitored for a safe return to activity.

1. Concussion occurs!
  - If at school sporting event or other school activity, family is notified of possible concussion
2. Encourage parent to obtain medical confirmation of concussion from a licensed health care provider.
3. Parent signs Release of Information form allowing the school to be notified of concussion by the health care provider and for information sharing.
4. CMT Contact person notified of concussion by parent, coach, athletic trainer or health care provider.
5. CMT Contact person informs appropriate school personnel (teachers, school nurse, athletic trainer, coaches, etc.) of concussed student and specifies general accommodations from health care provider, if available.
6. CMT implements a gradual Return to Learn Protocol based on the individual needs of the student. (Refer to Return to Academics Progression form.)
7. CMT documents physical, cognitive, behavioral and emotional symptoms of concussed student and assesses the student’s needs based on symptoms. (Refer to Post-Concussion Symptom Checklist).
8. CMT designs individual academic adjustment/accommodation plan with appropriate School, staff and works with SAT process to coordinate academic adjustments/accommodations during recovery (about 2-3 weeks) and reviews with student and family.
9. CMT -Teachers monitor the effectiveness of adjustments, accommodations and symptoms of concussion and report progress/recovery data and results regularly to CMT contact person.
  - Data on progress/recovery shared with family and student.
  - Family tracks and regularly reports progress on physical, cognitive sleep and emotional symptoms to CMT.
10. CMT makes adjustments and readjustments to individual plan until student no longer has special needs in the classroom resulting from the concussion.
  - Student progress and updates are communicated to appropriate school staff, family and student.

11. CMT and family agree student is symptom free and function is “back to baseline” in the classroom.
  12. Student returns to classroom full-time with no adjustments or accommodations!
  13. Parents/guardians deliver medical clearance from the healthcare provider to the CMT and parent provides written permission for the Return to Play Progression to begin.
  14. Student begins Return to Play Progression after a successful Return to Learn.
  15. CMT ensures that the concussion date and adjustments for Return to Learn are documented in the student’s file.
- If symptoms last more than 2-3 weeks, follow up assessment and academic adjustments may need to be strengthened or remain in place longer.
  - Student may need to visit physician for further evaluation.
  - If problems persist, student supports may be provided through an MTSS/RtI Plan, a Health Plan or a 504 Plan. A small percentage of students may require a referral for special education.
  - CMT offers resources on concussion to educators and parents throughout the Return to Learn progression.
  - Contact BIRSST team members for information or resources on concussion for educators and parents!

**RECEIPT OF THE 2023-2024 TEACHER HANDBOOK  
OF CHASE COUNTY SCHOOLS**

This signed receipt acknowledges receipt of the 2022-2023 Teacher Handbook of Chase County Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Teacher's Signature

Return to:

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

**2023-2024**

**Classified Employees Handbook  
Chase County Schools**

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**Receipt of Handbook**

## **FOREWORD**

### **Section 1 Intent of Handbook**

Welcome to Chase County Schools. This handbook is intended to be used by classified employees to provide general information about the District and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to "classified employees" are intended to apply to all staff who are not required by their position to hold a teaching or administrative certificate.

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. 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. This handbook is intended to supplement other documents that deal with your employment, including your employment contract and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations adopted after this handbook, will control.

This handbook does not create a "contract" of employment. Classified employee positions and assignments may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District. In the event that a staff member does not understand a provision of this Handbook, it is the staff member's responsibility to seek the administration's interpretation of such provision.

This handbook will be in effect for the 2021-2022 and subsequent school years unless replaced by a later edition.

## Section 2 School Mission Statement

Chase County Schools creates exceptional opportunities, fosters strong relationships, and empowers students to succeed.

The District seeks to satisfy this mission by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
  - Is based on state standards and such additional standards; as are established by the Board of Education;
  - Is appropriate for the developmental level of the students;
  - Addresses diverse learning needs;
  - Instills a passion for learning and the importance of life-long learning;
  - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
  - Develops expected work ethics, as well as group participation and leadership skills;
  - Incorporates character education and multicultural education, including respect for diversity;
  - Provides for application of technology in all learning areas;
  - Provides access to advanced courses; and
  - Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment which includes:
  - a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
  - learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
  - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Foreword

**Section 3 Members of the Board of Education**

<u>Name (Contact)</u>
Karl Meeske, President (kmeeske@chasecountyschools.org)
Willy O’Neil, Vice President (woneil@chasecountyschools.org)
Carrie Terryberry, Secretary (cterryberry@chasecountyschools.org)
Steve Wallin, Treasurer (swallin@chasecountyschools.org)
Linsey Foote (lfoote@chasecountyschools.org)
Jeff Olsen (jolsen@chasecountyschools.org)
Cindy Arterburn (carterburn@chasecountyschools.org)
Dan Reeves (dreeves@chasecountyschools.org)
Josh Fries (jfries@chasecountyschools.org)

**Section 4 Administrative Staff**

<u>Name</u>	<u>Position</u>	<u>Contact Information</u>
Adam Lambert	Superintendent	<a href="mailto:adamlambert@chasecountyschools.org">adamlambert@chasecountyschools.org</a>
Becky Odens	Elementary/Middle School Principal	<a href="mailto:bodens@chasecountyschools.org">bodens@chasecountyschools.org</a>
Christopher Barr	Middle/High School Principal	<a href="mailto:cbarr@chasecountyschools.org">cbarr@chasecountyschools.org</a>

For other staff contacts, please visit the school’s webpage.

## Article 1 – SCHOOL CALENDAR AND SCHEDULES

### Section 1 School Calendar

The school calendar is found at Appendix “E.”

### 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 **through CCS social media and communication platforms**.

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 through CCS social media and communication platforms**. 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 School Messenger system and will also be made **through CCS social media and communication platforms**. 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 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. If school is closed during the day, staff and parents will be notified via media broadcast. Employees will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for the remaining students.

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. In this case, employees should treat the absence 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 (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions. Chase County Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All 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. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an

emergency exit alert or tornado warning, employees should implement the school's established safety procedures.

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

Employment occurs when the employee signs the Employee's Contract established by the superintendent of schools.

Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the superintendent of schools.

Classified employees are "at-will" employees, and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the superintendent of schools.

### **Section 2 Assignments (Policy No. 4130)**

The duties to be performed are subject to assignment by the administration and your supervisor. Job descriptions, where available, may provide additional information about the position duties.

Employees are expected to devote full time during days of school to their work and to diligently and faithfully perform the assigned duties to the best of the employee's ability.

### **Section 3 Personnel File (Policy No. 4013)**

The District will follow the requirements of state and federal law and regulation with regard to an employee's personnel file.

### **Section 4 Grievances and Complaints (Policy No. 4010)**

Employee grievances or complaints shall be addressed through the administrative chain of command including the process set forth in board policy or this handbook.

### **Section 5 Compensation**

Compensation. Compensation is paid only as authorized by the Board of Education.

Payments. Employees are paid on the 10th of the month, or the last preceding school day, if the 10th falls on a holiday or weekend. In emergency cases exceptions may be made, subject to the approval of the Board. Upon separation of employment, or upon fulfillment of the contract, employees may, at the option of the Board, be paid all salary due in one lump sum.

### **Section 6 Benefits**

Classified employees are provided benefits in accordance with their employment contract and Board policy. Annual fringe benefit elections are to be made by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately

## Article 2 – Employment, Compensation and Benefits

preceding school and contract year shall be continued. Employees are responsible for informing the Superintendent's Office in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA, subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is incorporated into this handbook as Appendix "A."

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

### **Section 7 Payroll and Payroll Deductions**

Payroll deductions are made in accordance with law and elections made by employees.

### **Section 8 Expense Reimbursement (Policy No. 8231)**

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regularly scheduled working hours between two or more work sites. Employees shall receive approval from their supervisor before incurring any mileage. Claims for reimbursement should be submitted to the employee's immediate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. A request for reimbursement shall be accurate. Any employee who falsifies a reimbursement request may be terminated from employment.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Superintendent or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school purpose.

Reimbursable mileage or other reimbursement expenses will be considered separate from compensation and be paid at the time of the next monthly payroll after sufficient support documentation is provided.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the Superintendent. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Superintendent or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school purpose.

## Article 2 – Employment, Compensation and Benefits

### **Section 9 403(b) Salary Reduction Agreements**

The District will cooperate with any employee who chooses to participate in an investment program under Internal Revenue Code Section 403(b) that has been approved by the Board of Education.

### **Section 10 Overtime**

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix “D” to this handbook.

Classified employees may be classified as either “exempt” or “non-exempt” for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime. Those who are “non-exempt” are eligible for overtime.

The regular workweek for overtime purposes is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from the Superintendent to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee’s regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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 overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred shall 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.

## Article 2 – Employment, Compensation and Benefits

The Superintendent or Superintendent's designee may suspend an employee with or without pay for the employee's violation of District policy or rules. Such suspensions and deductions (when applicable) will be made pursuant to law.

## Article 3 – ABSENCES FROM WORK

### Section 1 Absence Procedures (Policy No. 4005)

Requesting Leave. Leave requests should be made as soon as practicable under the circumstances. An employee who wants to use available leave is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted at least 5 duty days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute.

Giving Notice of Unscheduled Absences. An employee who is unable to request advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. To report the need to take a sick or bereavement leave, employees are to contact supervisor before as soon as possible. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report to their supervisor whether the employee will be able to return to work on the next duty day. For sick or bereavement leaves occurring in circumstances where the need for the leave can be determined in advance, the employee is to make a report of the need to take the leave as soon as possible.

#### Returning from Absences

1. *Justification for Absences Taken Without Prior Approval.* If an employee is absent without advance approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.
2. *Establishing Fitness for Duty.* Employees must present a written statement from their physician or health care provider to their supervisor when absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The District will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

## Article 3 – Absences From Work

### **Section 2 Paid Leave - Sick and Personal Leaves**

Employees are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with their employment contract and Board policy. During such paid leaves, employees continue to receive their salary and fringe benefits.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave.

Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. Bereavement leave shall be granted in the event of death of spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and any other member of the immediate family. Additional bereavement leave may be granted by the Superintendent as needed. Such additional days would come from sick leave. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee's parent, child or spouse, where grief would be expected to impair the employee's ability to function at work.

### **Section 3 Payroll Deductions for Absences in Excess of Paid Leave**

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves called for in the negotiated agreement, the employee's salary and fringe benefits (including the cost of premiums for group health insurance) may be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school year as the denominator.

### **Section 4 Leaves of Absence**

An employee may apply to the Board of Education for a leave of absence from the employee's duties. The Board of Education considers such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except as may be required under applicable state or federal laws.

### **Section 5 Unpaid Leaves**

The District complies with all laws that require leaves to be allowed, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave except as may be required by law. The employee's salary may be subject to reduction for the day or days of work missed.

### **Section 6 Jury Duty Leave**

An employee who is summoned for jury service must promptly notify the Building Principal. The employee will be allowed time off for jury duty, pursuant to law.

### Article 3 – Absences From Work

There will be no loss of salary or deduction to the employee for time spent in jury service. The District will reduce the employee's salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty service.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the Building Principal.

**Section 7      Family and Medical Leave (Policy No. 4007)**

**Employee Rights and Responsibilities under the Family and Medical Leave Act**

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

The “leave year” for purposes of the FMLA is a “rolling” 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, an employee’s health coverage under a “group health plan” will be maintained on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

An employee’s use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

Eligibility Requirements. An employee is eligible if he or she has been employed with Chase County Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of the District within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or

## Article 3 – Absences From Work

continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his or her job, or prevents the qualified family member from participating in school or other daily activities.

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

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

Substitution of Paid Leave for Unpaid Leave. An employee may choose or Chase County Schools may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, the employee must comply with the District's normal paid leave policies.

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

Employer Responsibilities. The District will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District will provide a reason for the ineligibility.

The District will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District will notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

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

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

## Article 3 – Absences From Work

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA poster (Appendix “B”) or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact [Insert Name of Superintendent], Superintendent, at [Insert Telephone Number].

### **Section 8 Military and Family Military Leave (Policy No. 4022)**

Military leave and family military leave will be granted to the extent required by state and federal law and in accordance with Board policy.

Employees requesting to take military leave or 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, and consult with their Building Principal to schedule the leave so as to not unduly disrupt operations of the District. For leaves of less than 5 days, the employee is to notify the Superintendent of the leave request as soon as practicable. Employees are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

### **Section 9 Adoption Leave (Policy No. 4008)**

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 early as possible.

### **Section 10 Subpoena to Testify Leave**

An employee must promptly notify the Building Principal when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the District, the absence will be treated similar to a jury duty leave.

## Article 3 – Absences From Work

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. The Superintendent shall make the final determination as to whether a matter is personal to the employee.

### **Section 11 Voting Leave**

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours between the time of the opening and closing of the polls during which the employee is not required to be present at work; and (c) applies for voting leave prior to or on election day with the Building Principal.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The Building Principal may specify the hours during which the employee may be absent for voting leave.

## Article 4 – DUTIES AND RESPONSIBILITIES

### Section 1 Hours of Work & Meetings (Policy No. 4004)

Regular, dependable in-person attendance at work is an essential function of a classified employee's employment position.

Employees are required to attend meetings called by the administration or their supervisors, except those meetings which are designated for optional attendance.

### Section 2 Arrival to Duty Assignments

Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times, and to be on time for work.

### Section 3 Leaving School (Policy No. 4006)

Employees are to be on duty at all times during the assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the Principal. If approval is given, employees must sign out in the office when leaving the building.

Employees who leave the school during their designated lunch period or for an approved absence must check out and check back in the office. Employees who need to leave during the school day for reason of illness or emergency are to make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

### Section 4 School Procedures

Employees are expected to adhere to the following school procedures in the performance of their duties:

1. Use of Cell Phones. Employees are not to use personal cell phones for any purpose during duty time.

Employees are not to use cell phones or otherwise engage in distracted driving while transporting students or using student vehicles. This rule applies to the driver regardless of whether the vehicle is in motion. The only exception to these rules is in the case of emergencies. Employees will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems are to be utilized by all occupants.

2. Checking Out of Equipment. All equipment must be checked out through the Superintendent. School equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy and Superintendent approval.
3. Requisition of Equipment and Supplies. Books and supplies which are needed for instruction should be requested through the Superintendent's office. Employees

## Article 4 – Duties and Responsibilities

shall not make purchases on behalf of the District without prior approval of the Superintendent.

4. E-mail. Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited to emergency situations, and is subject to the rules governing overall computer usage found in Board policy and this handbook.
5. Employee Mail Box. Employees may be assigned a mailbox. Employees should check for mail upon arrival, in the course of the school day, if possible, and upon departure. If something requires an answer employees are responsible for responding promptly.

### **Section 5 Supervision of Students**

Proper supervision of students is necessary. Employees responsible for student supervision are expected to meet the four “P’s” for student supervision and safety. All employees of the school should be familiar with these principles, to the extent they may be involved in supervision of students or interacting with students.

1. Proper Supervision
  - Report to all duty assignments on time.
  - Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
  - Be vigilant while supervising students. Never leave the students unattended; the need to make a copy is not greater than the need to supervise the students. If an emergency requires that an employee leave students, request that another nearby staff member provide supervision for the students, or notify the office so someone can provide assistance. If the employee is on recess duty, the employee's responsibility is to supervise the students in the assigned area. When talking with other adults or students, remember that the employee's primary duty is supervision and the employee is to be aware of what all students are doing.
  - If the employee has seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, the employee's supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
  - Be careful with touching students. Touching students should be limited to that necessary to protect the student. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the

## Article 4 – Duties and Responsibilities

extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.

- Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations.
- Be careful with language. Profanity or abusive language should not be used. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

### 2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger, as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When going over safety rules with students, note it in your written records.

### 3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the Principal immediately so repairs may be undertaken.

### 4. Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the Principal immediately so additional warnings may be given.

### Contact the Principal for Assistance

The Principal should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the Principal cannot be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

Violations of student rules which are also violations of state law are required to be reported

## Article 4 – Duties and Responsibilities

to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### Student Searches

A teacher should not search students, their lockers or their personal property. If there is suspicion of any violation that would require a search, administration should be contacted immediately to conduct the search with the teacher or other adult present.

### Student Rights

Treat students fairly and consistently without consideration of race, color, religion, gender, or disability. Students who need reasonable special accommodations are to be given those accommodations as needed for them to participate in school and school activities. Follow IEP and 504 Plans for the students for whom you are responsible. Be attentive and respond to “bullying.” Maintain the confidentiality of student records. Student record information should be shared only with other school staff with a need to know the information to perform their duties.

### **Section 6      Dispensing Medication** (Policy No. 6910)

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. To ensure the proper care of our students, employees who are asked to take the medication training and administer medications shall do so.

Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the nurse’s office; with the exception of students who have a diabetes self-management or asthma self-management plan. Medical procedures are not to be administered in the classroom except in accordance with the District’s Safety and Security Management Plan and the District’s Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student’s condition, during school hours, it is the responsibility of the parents or guardians to sign permission slips to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student’s condition. School district personnel are not to administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: student’s name, name of medication, dosage needed, and time of dispensing the medication.

Any questions about these rules are to be addressed with the Principal.

### **Section 7      Reporting Child Abuse** (Policy No. 5402)

## Article 4 – Duties and Responsibilities

Nebraska state law and District policy requires staff to promptly make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when the employee has reasonable cause to believe that a child has been abused or neglected, including sexual abuse, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska state law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor child is six years of age or younger;
5. Sexually abused; or
6. Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Employees are to inform the Principal that they intend to make a report. Administrative staff may sometimes choose to make the report for an employee. However, simply informing a Principal or supervisor does not end the employee's responsibility; employees are obligated by law to make certain a report was made if they do not do it themselves.

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."

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to promptly interview the child. A counselor or an administrator will help you with any questions or concerns that you may have.

## **Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Ethics Standards**

The Chase County Schools expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

#### *Principle I - Commitment as a School Employee:*

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the employee's contractual and personal responsibilities, the employee:

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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.
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 personal 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 school 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 engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
8. Shall report to the Superintendent any known violation of paragraphs 2 or 5 above.
9. Shall seek no reprisal against any individual who has reported a violation of this rule.

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

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee 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 employee:

1. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.

## Article 5 – Personal and Professional Conduct

2. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
3. Shall not discipline students using corporal punishment.

### *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 classified employee bears 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 employee:

1. Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee'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 judgment to be exercised in the course of employment.
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 the employee's position.

### *Principle IV - Commitment to Classified Position Employment Practices:*

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

In fulfillment of the obligation to employment practices, the employee:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of 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 job related business through designated procedures, when available, that have been approved by the employing agency.
5. Shall not assign to unqualified personnel, tasks for which an employee is responsible.
6. Shall permit no commercial or personal exploitation of his or her employment position.
7. Shall use time on duty and leave time for the purpose for which intended.

## Article 5 – Personal and Professional Conduct

### *Competent Performance*

Employees must possess the abilities and skills necessary to accomplish the designated task.

Therefore, each employee shall:

1. Keep records for which he or she is responsible in accordance with law and policies of the school system;
2. Supervise others in accordance with law and policies of the District;
3. Recognize the role and function of community agencies and groups as they relate to the District and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each employee shall:

1. Utilize available materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce written and dated administrative policy of the District which has been communicated to the educator;
3. Use channels of communication when interacting with educators, community agencies, and groups, in accordance with policy.

Each supervisor shall:

1. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

*Communication Skills:* In communicating with students and other employees, each employee, within the limits prescribed by his or her assignment and role, shall:

1. Utilize information and materials that are relevant to the designated task;
2. Use language and terminology which are relevant to the designated task;
3. Use language which reflects an understanding of the ability of the individual or group;
4. Assure that the designated task is understood;
5. Use feedback techniques which are relevant to the designated task;
6. Consider the entire context of the statements of others when making judgments about what others have said;
7. Encourage each individual to state his ideas clearly.

*Management techniques:* The employee shall:

1. Resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Develop and maintain positive standards of conduct.

## Article 5 – Personal and Professional Conduct

*Human and Interpersonal Relationships:* Employees shall possess effective human and interpersonal relations skills and therefore:

1. Shall allow others who hold and express differing opinions or ideas to freely express such ideas;
2. Shall not knowingly misinterpret the statement of others;
3. Shall not show disrespect for or lack of acceptance of others;
4. Shall provide leadership and direction for others by appropriate example;
5. Shall offer constructive criticism when necessary;
6. Shall comply with reasonable requests and orders given by and with proper authority;
7. Shall not assign unreasonable tasks;
8. Shall demonstrate self-confidence and self-sufficiency in exercising authority.

*Personal Requirements:* Each employee within the scope of delegated authority shall:

1. Be able to engage in physical activity appropriate to the designated task except for temporary disability;
2. Be able to communicate so effectively as to accomplish the designated task;
3. Appropriately control his or her emotions;
4. Possess and demonstrate sufficient intellectual ability to perform designated tasks.

*Contractual Obligations:* Employees shall adhere fully to the terms of a contract or appointment.

### **Section 2      Role Model**

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a professional manner.

### **Section 3      Professional Boundaries**

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 social networking sites. Material that employees post on social networks that is publicly available to those in the

## Article 5 – Personal and Professional Conduct

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. Employees shall not friend or follow students on any social networking site.

- 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.
- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.

## Article 5 – Personal and Professional Conduct

- Discussing another student’s or employee’s personal matters when it is not appropriate outside of the instructional setting.

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

Employees who observe or become aware of a violation of the foregoing expectations by other employees are to report the matter to the Principal or the Superintendent.

### **Section 4 Relationships**

It is important for employees to maintain an effective working relationship with the administration and all co-workers. Employees are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

### **Section 5 Civility**

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with the District. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee’s uncivil behavior shall report the conduct to the employee’s immediate supervisor or to the Superintendent. There will be no retaliation against a person for making the report.

### **Section 6 Notification of Arrest, etc.**

Employees must notify Superintendent by the next business 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:

## Article 5 – Personal and Professional Conduct

- i. Would impact the responsibility to be a role model for students or relations with other employees of the District;
  - ii. Would impact the employee’s ability to operate a motor vehicle if the employee’s work duties include driving; 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 District property, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

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 is 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.
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, employee 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 receipt of this handbook.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify 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, including termination.

### **Section 7 Evaluations**

Evaluations of employees will be conducted in accordance with the District’s evaluation policy. Supervisors reserve the right to observe, appraise or evaluate employees more frequently than required by policy on an as-needed basis. Employees are expected to make themselves available for evaluation on request, to participate constructively and positively in the evaluation process, and to accept and implement constructive suggestions and improvement strategies developed by the administration.

## Article 5 – Personal and Professional Conduct

### **Section 8 Employee Complaints or Concerns (Policy No. 4240)**

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

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

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

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

### **Section 9 Attire**

It is important for employees to project a professional image to students, parents, co-workers and patrons. Appropriate attire and grooming is one of the means of projecting a professional image. Employees are expected to maintain conservative and professional attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual employees should that be necessary.

### **Section 10 Outside Employment**

Employees shall not perform duties unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Employees are not required to notify the District of outside employment except: (1) employees who are also employed by another Nebraska school district in order to comply with Nebraska State

## Article 5 – Personal and Professional Conduct

Retirement System regulations and (2) employees who have a work-related injury in order to comply with workers' compensation requirements.

### **Section 11 Employee Fundraising (Policy No. 4028)**

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.

## **Article 6 – USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **Section 1 Drug-Free Workplace (Policy No. 5104)**

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 unlawful manufacture, distribution, disposition, possession, or use of tobacco, alcohol or a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place on school grounds, in a school utilized vehicle or any location over which the District had control. The possession or distribution of a look-alike drug or look-alike controlled substance is similarly prohibited. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the work place or on duty time shall be a violation of the drug-free workplace. 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.

As a condition of employment employees will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the employee complete an appropriate rehabilitation program, a reprimand, or termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

### **Section 2 Smoke and Tobacco-Free Workplace (Policy No. 1120)**

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

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

### **Section 3 Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any

## Article 6 – Use of School Facilities and Equipment

employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term “weapon” means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sandclub, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, such as a stun gun;
8. The term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a staff member desires to carry or possess a personal safety or security device, the staff member must obtain prior approval from the building principal before bringing such device on school grounds. If a staff member obtains prior approval from the building principal, the staff member must store the device during the school day in a secure location designated by the building principal. A staff member shall not carry the personal safety or security device during the school day.
9. An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed; and
10. Any other object that is designed for or intended for use as a destructive or injurious device.

## Article 6 – Use of School Facilities and Equipment

The phrase “possession of a weapon” includes, without limitation, a weapon in an employee's personal possession or within reach (such as in the employee’s vehicle), as well as in an employee’s desk, locker, briefcase, backpack, or purse.

### **Section 4 Use of District Computer Network, Internet and Social Media (Policy No. 6800)**

Employees have access to the District’s computer network and the Internet for the enhancement and support of student instruction and performance of their duties. Such access is subject to the following computer acceptable use policy:

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources as made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District’s technology resources is a privilege and not a right. The Superintendent or designee may develop appropriate user agreements and require that employees sign such user agreements as a condition of access to the technology resources.

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

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

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters.

Incidental or de minimis personal use is not prohibited by this provision. This exception does not permit use by employees contrary to the

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expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time.

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

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
  - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  - 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - 7. Users shall not engage in any form of vandalism of the technology resources.
  - 8. Employees must submit to the secretary items for posting on the District sponsored Social Media (Facebook, twitter, etc.). Sports/organizations/classes school sponsored pages are not permitted to have separate Social Media Accounts.
  - 9. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.

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- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy or any applicable law. Without limitation, this means that technology resources may not be used:
1. To access any material contrary to the District’s Internet Safety Policy; or to create or generate any such material.
  2. To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. To engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. To promote or tolerate violations of student conduct rules.
  5. To engage in illegal activity, such as gambling.
  6. In a manner contrary to copyright laws.
  7. In a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

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

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

## Article 6 – Use of School Facilities and Equipment

to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

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

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

### **Section 5 Use of School Facilities (Policy No. 4016)**

An employee who is issued school keys shall not lose their keys and shall not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided such access is for work-related purposes and the Principal or supervisor has given permission for such access. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.) and school postage is to be for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, must not be removed for non-school use without approval from the Principal.

### **Section 6 Care of School Property**

Employees are responsible for the proper care of all books, equipment, computers, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

### **Section 7 Use of Cell Phone**

Personal telephone calls shall not be made during duty time except in the event of an emergency. Employees shall not text or be on their cell phones during duty time.

## Article 6 – Use of School Facilities and Equipment

### **Section 8 Salespersons (Policy No. 4014)**

Employees are not to permit any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees must not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees must not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit including any advertisements that directly or indirectly benefit the employee. Any violation of these restrictions will be considered to be willful insubordination.

### **Section 9 Security of Desks and Lockers**

Offices, employee desks, lockers, computers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The District exercises exclusive control over school property and reserves the right to 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. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items an employee wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property that employees bring to school. Employees are cautioned not to bring large amounts of money or items of significant value to school.

### **Section 10 Video Surveillance (Policy No. 3231)**

The Board of Education has authorized the use of video cameras on 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.

### **Section 11 Recording of Others (Policy No. 1102)**

To ensure the privacy and confidentiality of student information, no person may record or transmit any sound or image of any person (including themselves) without the prior consent of the person or persons being recorded or whose image or sound is being transmitted except as authorized by a building administrator. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision

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shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act. Nothing in this provision prohibits or limits the District’s authority to sanction, require, or authorize the recording of educational content or materials.

### **Section 12    Bulletins and Web Page (Policy No. 1110)**

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

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

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

### **Section 13    Copyright and Fair Use Policy**

It is the District’s policy to follow the federal copyright law. Employees are reminded that, when using school equipment and when performing school duties, 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.

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Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Employees should seek assistance from administration if there are any questions regarding what may be copied.

### **Section 14 Lost and Found**

Employees who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

### **Section 15 Safety (Policy No. 3240)**

#### Safety Program and Safety Committee

The District has established safety committees and safety plans, including plans and procedures to address emergency and crisis situations. Employees are expected to be familiar with these plans. These plans may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers’ association. Employees can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers’ association representative of the safety committee, (2) contact the President of the teachers’ association, or (3) contact the Safety Committee in care of the Superintendent.

#### Safety Practices

Guidelines for safe work practices for employees include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.

## Article 6 – Use of School Facilities and Equipment

9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. 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.

As required by law, approved safety glasses will be required of every student and employee 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.

### Safe Driving

Employees who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Employees will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid.

Employees who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices and are responsible for any injury or accident. Employees are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants. When transporting students or using a school vehicle, employees are not to use cell phones or otherwise engage in distracted driving. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

### Accidents

Every accident which results in a personal injury must be reported to the Principal or supervisor immediately. In the event the injury involves a student, the employee who is responsible for the supervision of the student is responsible for making the report. If the injury occurs in the presence of the employee, the employee is also responsible for making a report.

### Workers Compensation

Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

## Article 7 – STATE AND FEDERAL PROGRAMS

### Section 1 Notice of Nondiscrimination (Policy No. 4003a)

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 admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights (OCR) One Petticoat Lane 1010 Walnut St. 3 <sup>rd</sup> Floor, Suite 320 Kansas City, MO 64106 (816) 268-0550 (voice) Fax (816) 268-0599 6820 (800) 877-8339 (telecommunications device for the deaf), or <a href="mailto:ocr.kansascity@ed.gov">ocr.kansascity@ed.gov</a> .	The U.S. Equal Employment Opportunity Commission (EEOC) Gateway Tower II 400 State Avenue, Suite 905 Kansas City, MO 66101 (800) 669-4000; TDD: (800) 669-
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A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “C” to this handbook.

### Section 2 Designation of Coordinators (Policy No. 4003)

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Randall Klooz, Chase County Schools, 520 East 9<sup>th</sup> Street, P.O. Box 577, Imperial, NE 69033; Phone: (308) 882-4304:

Law, Policy or Program	Issue or Concern	Coordinator
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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 Special Services Director for student matters
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

**Section 3 Anti-discrimination & Harassment Policy (Policy No. 4003)**

Policy of Non-Discrimination

The policy of Chase County Schools is to 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 admission, access, or treatment with regard to its programs and activities or with regard to employment. The District and its staff shall comply with all applicable state and federal laws prohibiting discrimination.

Decisions with regard to employment, discharge, compensation, and terms and conditions of employment shall not be made based on 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 against an applicant or employee because of membership or activity in an employee organization or because of protected free speech activities.

Preventing Harassment and Discrimination

Chase County Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, and other employees, students or other persons is prohibited. In addition, the District will endeavor 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status is prohibited. The following are general definitions of what might constitute prohibited harassment:

1. In general, verbal or physical conduct relating to a person’s protected status constitutes harassment when the conduct unreasonably interferes with the person’s

- work performance or creates an intimidating work, instructional or educational environment.
2. Age harassment 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.
  3. Sexual harassment has been 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:
    - a. Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
    - b. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
    - c. 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, class room 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.

#### Grievance Procedures

1. Employees should initially report all instances of discrimination or harassment to their immediate supervisor. However, if the employee is uncomfortable in presenting the problem to the supervisor, or if the supervisor is the problem, the employee is encouraged to go to the next level of supervision.
2. If the employee's complaint is not resolved to his or her satisfaction within five to ten working days, or if the discrimination or harassment continues, please report your complaint to the Superintendent. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
3. The supervisor or the Superintendent will promptly and 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 or removal of offending students may be taken.
4. The person who makes the complaint shall not be threatened or retaliated against for alleging a violation of this anti-discrimination policy or for use of this grievance procedure.

#### **Section 4 Grievance Procedure for Persons with a Disability (Policy No. 1240)**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints by employees of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within 30 days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have 10 days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within 10 days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
7. A decision on the request for reconsideration shall be made within 10 days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within 30 days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

#### **Section 5 Confidentiality of Student Records (FERPA) (Policy No. 5202z)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in

accordance with FERPA and Board policy. Employees may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. An employee who violates this restriction shall be subject to disciplinary action up to and including termination. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

**Section 6 Military Recruiters (Policy No. 5016)**

Federal law requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and family members and secondary students have the right to request that the school 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 consent. Employees are expected to follow these requirements.

**Section 7 Breakfast and Lunch Programs (Policy No. 3571)**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

**Section 8 Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

**Section 9 Title IX****Community Relations****Title IX - Discrimination**

Chase County Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
- 4) The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
- 5) Pursuant to this intent the Board of Education, as of this date, appoints the board policy committee to address these issues, as needed.

Legal Reference: Title IX

Date of Adoption: 9/11/18

Community RelationsTitle IX – Procedure for Complaints of Sexual HarassmentA. Complaint Procedure - Generally

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

## TITLE IX COORDINATOR CONTACT INFORMATION

Jacci Paisley  
520 E. 9<sup>th</sup> Street  
Imperial, NE 69033  
308-882-4304  
jpaisley@chasecountyschools.org

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

## **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (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.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

#### D. Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

#### E. Record Keeping

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 for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert

Date]

**RECEIPT OF 2023-2024 CLASSIFIED EMPLOYEE HANDBOOK OF  
CHASE COUNTY SCHOOLS**

This signed receipt acknowledges receipt of the 2023-2024 Classified Employee Handbook of Chase County Schools. This receipt acknowledges that I understand that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, that I understand that the handbook includes the District’s policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

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

\_\_\_\_\_  
Employee’s Signature

Return to the Principal’s Office

'23-'24 District Calendar

Chase County Schools

**8** School Board Meeting  
**14** Teacher Inservice **NO SCHOOL**  
**21** Teacher Inservice **NO SCHOOL**  
**22** First Day of School

AUGUST '23						
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		

8/10 Student/Staff Days

FEBRUARY '24						
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		

**2** Winter Break **NO SCHOOL**  
**8** PT Conf. 1-7pm **NO SCHOOL**  
**13** School Board Meeting

19/20.5 Student/Staff Days

**4** Labor Day **NO SCHOOL**  
**5** Teacher Inservice **NO SCHOOL**  
**12** School Board Meeting  
**13** College Fair (School in Session)

SEPTEMBER '23						
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

MARCH '24						
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** End of Quarter 3  
**8** Spring Break **NO SCHOOL**  
**11** Teacher Inservice **NO SCHOOL**  
**12** School Board Meeting  
**29-31** Easter Break **NO SCHOOL**

18/19 Student/Staff Days

**10** PT Conf. 1-7pm **NO SCHOOL**  
**10** School Board Meeting  
**18** End of Quarter 1  
**27** Teacher Inservice **NO SCHOOL**  
**30** Fall Break **NO SCHOOL**

OCTOBER '23						
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				

19/21.5 Student/Staff Days

APRIL '24						
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				

**1** Easter Break **NO SCHOOL**  
**2** Teacher Inservice **NO SCHOOL**  
**9** School Board Meeting

20/21 Student/Staff Days

**14** School Board Meeting  
**22-24** Thanksgiving Break **NO SCHOOL**

NOVEMBER '23						
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		

19/19 Student/Staff Days

MAY '24						
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	

**11** Graduation  
**14** School Board Meeting  
**22** End of Semester 2  
**EARLY DISMISSAL**  
**23** Teacher Inservice **NO SCHOOL**

16/17 Student/Staff Days  
 94/99.5 Student/Staff Days  
 173/185 Student/Staff Days

**1** Teacher Inservice **NO SCHOOL**  
**12** School Board Meeting  
**21** End of Semester 1  
**22-31** Christmas Break **NO SCHOOL**

DECEMBER '23						
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  
 79/85.5 Student/Staff Days

JUNE '24						
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						

**11** School Board Meeting

**1** Christmas Break **NO SCHOOL**  
**2** Teacher Inservice **NO SCHOOL**  
**9** School Board Meeting

JANUARY '24						
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			

21/22 Student/Staff Days

Teacher Inservice Days (No School)

JULY '24						
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			

**9** School Board Meeting

No School Days

**Model General Notice of COBRA Continuation Coverage Rights  
(For use by single-employer group health plans)**

**\*\* Continuation Coverage Rights Under COBRA\*\***

**Introduction**

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

## What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to [*enter name of employer sponsoring the plan*], and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days [*or longer period if permitted under the terms of the Plan*] after the qualifying event occurs. You must provide this notice to the agency designated by the EHA and submit such other information as required by Plan procedures for this notice. Contact the EHA or the Superintendent's Office for further information.

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare

benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### ***Disability extension of 18-month period of continuation coverage***

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Review the Plan procedures for any additional Plan procedures for this notice. Contact the EHA or the Superintendent's Office for further information.

#### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

#### **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

(Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

**Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

**Plan Contact Information**

Information about the plan and COBRA continuation coverage can be obtained on request from the EHA. Contact the Superintendent's Office for further details.

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit [dol.gov/fmla](https://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR



# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

Appendix C

# EMPLOYEE RIGHTS

## UNDER THE FAIR LABOR STANDARDS ACT

### FEDERAL MINIMUM WAGE

# \$7.25

PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

- OVERTIME PAY** At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.
- CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.
- TIP CREDIT** Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.
- PUMP AT WORK** The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child’s birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.
- ENFORCEMENT** The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.
- ADDITIONAL INFORMATION**
- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
  - Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
  - Some state laws provide greater employee protections; employers must comply with both.
  - Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
  - Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
[www.dol.gov/agencies/whd](http://www.dol.gov/agencies/whd)



WH1088 REV 04/23



## Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

### Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

### What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

### What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

### What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

### What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal:  
<https://publicportal.eeoc.gov/Portal/Login.aspx>

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**Visit** an EEOC field office (information at [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).



Community RelationsUse of School Facilities: Student Groups

1. Access by Youth Organizations. The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A “recognized youth organization” is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent’s designee. Every representative from a requesting youth organization must submit to, at the organization’s cost, a background check. The Superintendent or Superintendent’s designee may refuse to allow an individual to be on school grounds if the individual’s background check discloses a prior felony conviction or if, in the Superintendent’s discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District’s Parental Involvement Policy.

~~1.2.~~ Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

2.3. Equal Access to Outside Groups Meeting at School. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall make that opportunity available to other similarly situated groups. The administration shall in all respects maintain the District in compliance with the Equal Access Act.

Legal Reference: 20 U.S.C. Section 4071-4074 (Equal Access Act)  
20 U.S.C. Sec. 7905 (Boy Scouts of America Equal Access Act) & 34  
CFR Part 108  
LB 705, § 126.

Date of Adoption: [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in [Name] Public 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 [Name] Public 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 ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes ~~shall will not ordinarily~~ 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~~ Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, Non-public school students may select their courses. ~~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, unless otherwise required by law. 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. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. 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. Sec. 79-2,136 and Sec. 79-526  
LB 705, § 75  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public 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 District for applications to option into the [Name] Public 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 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 District for applications to option into the [Name] Public 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 [Name] Public 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 [Name] Public 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 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. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.
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.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on or before the April 1<sup>st</sup> immediately preceding the school year in which enrollment is sought, 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 District 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 [Name] Public 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 [Name] Public 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 District 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. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

E. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

**Option 1 (Release unless Expulsion is Pending):**

A request for release of a resident student of the [Name] Public 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 [Name] Public 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 District and the School District, subject to subsequent ratification by the School District.

**F. Notification of Acceptance or Rejection**

In the case of an application to option enroll into the [Name] Public 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 [Name] Public

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 [Name] Public 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. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
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 [Name] Public 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. Sections 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 by October 15th for the following school year; 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 for the following school year; 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\_\_.

**[NAME] PUBLIC 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.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
<del>Level I Elementary Special Education</del>			
<del>Level II &amp; III Elementary Special Education</del>			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
<del>Level I Middle School Special Education Program</del>			
<del>Level II and III Middle School Special Education</del>			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			
<del>Level I Sr. High School Special Education Program</del>			
<del>Level II and III Sr. High School Special Education</del>			

\* Special education capacity will be determined on a case-by-case basis in accordance with state

law and the available resources as determined by the District's Director of Special Education or designee.

[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.

Special Education Capacity Determination: If the option application disclosed or revealed that the student would receive or could be eligible to receive special education or related services, the District conducted an individualized analysis to determine capacity. After this careful individualized assessment, the District’s Director of Special Education or designee concluded that the District does not have the capacity to provide the student with the following \_\_\_\_\_ services \_\_\_\_\_ and \_\_\_\_\_ accommodations:

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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 website

<https://www.education.ne.gov/Rule> ~~61~~  
<http://www.nde.state.ne.us/LEGAL/RULE61.html>.

Sincerely,

[Name] Public Schools

[Name of Superintendent], Superintendent

Enclosure: Completed Option Enrollment Application

Sent via certified mail

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, not to exceed an additional 48 hours, 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. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

- e. A student who is 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 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 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. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

b.

- 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~~offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. 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.

g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

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), electronic nicotine delivery systems, 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.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

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.
  - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d. 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. Head wear including hats, caps, bandannas, and scarves.
  - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - g. Clothing or jewelry that is gang related.
  - h. 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. 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 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.

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 ~~may offer the student 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 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. An expelled student may not be required to attend the alternative program.~~

## A. ALTERNATIVE EDUCATION PROGRAM:

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

~~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, or if a student declines to participate in the alternative education program, 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. Sec. 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)

StudentsGraduation

To participate in commencement exercises or receive a [Name] Public Schools diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions. Students who graduate from [Name] Public Schools must accumulate 220 hours. The total graduation requirements must include the following core curriculum:

English	40	Semester Hours
Science	20	Semester Hours
Math	20	Semester Hours
Social Studies (American History and American Government and one other Social Studies course)	30	Semester Hours
Physical Education	10	Semester Hours
Speech I	5	Semester Hours
Required	125	Semester Hours
Electives	95	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation.

Legal Reference: Neb. Rev. Stat. Sec. 79-729  
Neb. Rev. Stat. Sec. 79-3003  
 NDE Rule 10

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

Language Arts standards that were adopted by the State Board in September, ~~2014~~2021;  
Mathematics standards that were approved by the State Board in September, ~~2015~~2022;  
Science standards that were adopted by the State Board in September, 2017; and  
Social Studies standards that were adopted by the State Board in November, 2019.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. Sections 79-760 to 79-760.05

Date of Adoption: [Insert Date]

InstructionInitiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference: Neb. Rev. Stat. Sections 79-2,101 to 79-2,~~103~~-102  
Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to 79-296  
Neb. Rev. Stat. Sections 28-311.06 to 28-311.07

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

**2. Full Educational Opportunity Goal**

The District shall take steps to ensure that its children with verified disabilities, through the age of twenty-one, have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or evaluate children to

publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

#### **4. Pre-Referral Interventions**

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

#### **5. Disability Verification and Eligibility**

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

#### **6. Individualized Education Program (IEP)**

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

#### **7. Least Restrictive Environment**

To the maximum extent appropriate, children with disabilities, through the age of twenty-one, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services

cannot be achieved satisfactorily (the “Least Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

### **8. Procedural Safeguards**

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

### **9. Disciplinary Removal of Children with Disabilities**

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension as long as those removals do not constitute a change of placement. The District defines a change of placement as it is defined under 92 NAC 51-016. ,for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the sThe school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement has occurred. ,as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent, and relevant members of the student’s IEP shall conduct a manifestation determination pursuant to 92 NAC 51-016. If the conduct which gave rise to the violation of the school code is determined to be a manifestation of the student’s disability, any change of placement for the student will only be made by a student’s IEP team.– For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

### **10. Evaluation, Identification, and Reevaluation Procedures**

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written

permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

#### **11. Confidentiality of Personally Identifiable Information**

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

#### **12. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

#### **13. Children in Nonpublic Schools**

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

#### **14. Personnel Standards and Personnel Development**

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the

District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

### **15. Accessibility of IEP and Responsibility to Implement**

A child's IEP shall be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the IEP's implementation. Each of the aforementioned providers shall be informed of his or her specific responsibilities related to implementing the child's IEP, and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. All providers who are responsible for the implementation of a child's IEP are expected to implement the child's IEP according to its terms.

### **15.16. Participation in and Reporting of State and District Wide Assessments**

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

### **16.17. Suspension and Expulsion Rates**

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

### **17.18. Access to Instructional Materials**

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

### **18.19. Over-Identification and Disproportionality**

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably

available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

#### **19.20. Prohibition on Mandatory Medication**

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

#### **20.21. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

#### **21.22. Surrogates**

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

#### **22.23. Early Intervention Services – Consent**

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304  
Neb. Rev. Stat. Sec. 79-1110 to 79-1167  
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

InstructionFirearm Policy

It shall be the policy of the [Name] Public School District to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or reserve officers training corp, peace officers, off duty cops, or other duly authorized law enforcement officers when on duty or training or when contracted by a school to provide school security or school event contract services. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by a non-student adult when the firearm is not loaded, is encased, and is either in a locked firearm rack that is on a motor vehicle or is in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied or otherwise fastened with no part of a firearm exposed.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

- A. An organizational meeting of the [Name] School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after \_\_\_\_\_ ballots or \_\_\_\_\_ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that \_\_\_\_\_ be elected as \_\_\_\_\_ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
  - a. President

- b. Vice President
  - c. Treasurer
  - d. Secretary
4. Approval of committees, positions, and designations
    - a. Consider, discuss and take action to elect Recording Secretary ~~of~~ the BOE
    - b. Consider, discuss and take action to select Legal counsel
    - c. Consider, discuss and take action to elect Committees as determined by the BOE
    - d. Consider, discuss and take action to select Depository bank(s)
    - e. Consider, discuss and take action to select District newspaper(s) of record
  5. Approval of current Board policies and regulations
  6. Designate date for the annual review of BOE policies
  7. Dissemination to each Board member of conflict of interest statutes
  8. Adjournment

Date of Adoption: [Insert Date]

StudentsCollection of Information Relating to Dyslexia

The District will collect and maintain the following information relating to dyslexia during each school year:

- (1) Testing for a specific learning disability in the area of reading, including tests that identify characteristics of dyslexia and the results of such tests;
- (2) The number of students identified as having a reading issue, including dyslexia, pursuant to the assessment administered under the Nebraska Reading Improvement Act and Policy 6213;
- (3) The number of students identified in Paragraph (2) that have shown growth on the measure used to identify the reading issue; and
- (4) All other data required by law and/or the District's special education obligations.

By July 1st of each year, the District will provide the Nebraska State Department of Education with information collected about dyslexia, as requested by the Department.

Any student or parent/guardian with questions or concerns about dyslexia are encouraged to contact the District's Director of Special Education.

Legal Reference: LB 298 (2023)

Date of Adoption: [Insert Date]

InstructionSeizure Safe Schools

Each school building will have a “seizure action plan” if the following criteria are met: (1) at least one student in that building has been identified as having a seizure disorder; and (2) that student’s parent or guardian and health care provider have worked with the school to develop a seizure action plan.

Every building with a seizure action plan will have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms.

In accordance with state law, except in the case of an emergency, prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian must:

1. Provide the school with a written authorization to administer the medication at school;
2. Provide a written statement from the student's health care practitioner containing the following information:
  - a. The student's name;
  - b. The name and purpose of the medication;
  - c. The prescribed dosage;
  - d. The route of administration;
  - e. The frequency that the medication may be administered; and
  - f. The circumstances under which the medication may be administered.
3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
4. Collaborate with school employees to create a seizure action plan.

If permitted by the student's seizure action plan, a student shall be allowed to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

Legal Reference: Neb. Statute 79-3201 to 3207

Date of Adoption: [Insert Date]

InstructionBehavioral Points of Contact

The Superintendent is delegated the authority to designate one or more behavioral awareness and health points of contact for each school building in the District. The behavioral awareness and health point of contact may be an administrator, nurse, psychologist, or another appropriate staff member. Each behavioral awareness and health point of contact will be trained in behavioral awareness and health and have knowledge of community service providers and other resources that are available for the students and families in the District. The District will maintain or have access to a registry of local mental health and counseling resources for students and parents.

The points of contact will be listed on the District's website and in the student handbook.

The Superintendent shall report the designated behavioral awareness and health points of contact to the Nebraska State Department of Education each year when requested by the Department.

In addition, all District employees who interact with students, as determined by the Superintendent, shall receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. The Superintendent or designee shall be responsible for coordinating this training.

Legal Reference: Neb. Rev. Stat. § 79-11,159  
LB 705, § 4 (2023)

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesResignation of Certificated Employees

Certificated employees are encouraged to notify their immediate supervisor of their plans to resign as soon as practicable. The Board of Education will generally accept all tendered resignations, effective at the end of the current school year, submitted prior to March 15th.

The Board delegates to the Superintendent the authority to formally ask certificated employees in writing whether they intend to accept employment with the District for the following school year. The Superintendent shall give employees a deadline to respond to such requests, so long as the deadline occurs after March 14th. Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Superintendent is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the District.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the District.

Legal Reference: Neb. Rev. Stat. § 79-829.

Date of Adoption: [Insert Date]

Students

Naloxone in School

The Board hereby permits the storage, administration, and implementation of naloxone (also known as Narcan) in school, so long as such storage, administration, and implementation complies with all legal requirements and the best interests of student health.

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspect opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference: Neb. Rev. Stat. § 28-470

Date of Adoption: [Insert Date]

InstructionArtificial IntelligenceIntroduction

[Name] Public Schools acknowledges that artificial intelligence continues to emerge as a resource that may assist students with future technology and different wants of learning. However, artificial intelligence also poses a challenge to delineate the responsible use of artificial intelligence with student plagiarism. As a result, the Board of Education adopts this Policy to specifically address how the District will address academic honesty and integrity regarding a student's use of artificial intelligence/

Permissible Uses of Artificial Intelligence in School Assignments

Students may use artificial intelligence or related platforms when any of the following occurs:

1. The student receives advance permission from the teacher for the given assignment or project; or
2. The teacher's classroom rules or expectations established artificial intelligence as a permissible resource for students to access.

Any student with questions about the use of artificial intelligence should contact their teacher in advance of using artificial intelligence to assist with any assignment. It is the responsibility of each student to understand the permissible use (if any) of artificial intelligence in a given class or a particular assignment. Students must be fully forthright and honest about their use of artificial intelligence to assist with any school assignment.

Impermissible Uses of Artificial Intelligence in School Assignments

Unless otherwise permitted by this Policy, students may not use artificial intelligence or related platforms to assist or complete any assignment, project, test, or other school-related task. The impermissible use of artificial intelligence may subject the student to discipline in accordance with the District's plagiarism policy and academic dishonesty rules.

Date of Adoption: [Insert Date]

**Chase Co School District  
Projected Operating Income**

**2023-24 Projected Operating Income**

<b>Cash Income</b>	<b>Quantity</b>	<b>Days</b>	<b>Price</b>	<b>Total</b>
Paid Student Lunch - Elem	70	175	\$3.07	\$37,583
Paid Student Lunch - MS	70	175	\$3.22	\$39,494
Paid Student Lunch - HS	70	175	\$3.22	\$39,494
Second Student Lunch - Elem	0	175	\$3.07	\$0
Second Student Lunch - MS	0	175	\$3.22	\$0
Second Student Lunch - HS	0	175	\$3.22	\$0
Reduced Student Lunch	36	175	\$0.40	\$2,520
Adult Lunch	2	175	\$4.11	\$1,438
Paid Student Breakfast - Elem	5	175	\$1.72	\$1,502
Paid Student Breakfast - MS	5	175	\$1.72	\$1,502
Paid Student Breakfast - HS	5	175	\$1.72	\$1,502
Second Student Breakfast - Elem	0	175	\$1.72	\$0
Second Student Breakfast - MS	0	175	\$1.72	\$0
Second Student Breakfast - HS	0	175	\$1.72	\$0
Reduced Student Breakfast	3	175	\$0.30	\$158
Adult Breakfast	0	175	\$2.50	\$105
A la Carte	569	175	\$1.00	\$99,491
<b>Total Cash Income</b>				<b>\$224,787</b>

<b>Reimbursement Income</b>	<b>Quantity</b>	<b>Days</b>	<b>Reimb</b>	<b>Total</b>
Fed Paid Lunch B	210	175	\$0.870	\$31,973
Fed Reduced Lunch B	36	175	\$4.030	\$25,389
Fed Free Lunch B	154	175	\$4.430	\$119,389
Fed Paid Breakfast S	15	175	\$0.500	\$1,313
Fed Reduced Breakfast S	3	175	\$2.370	\$1,244
Fed Free Breakfast S	21	175	\$2.670	\$9,812
Snacks - Paid	0	175	\$0.090	\$0
Snacks - Reduced	0	175	\$0.540	\$0
Snacks - Free	0	175	\$1.080	\$0
State Match	400	175	\$0.070	\$4,900
Fed Reimbursement - 8.3%				\$15,697
<b>Total Reimbursement Income</b>				<b>\$209,716</b>
<b>TOTAL CASH AND REIMBURSEMENTS</b>				<b>\$434,503</b>

<b>District Expenditures</b>	<b>Quantity</b>	<b>Days</b>	<b>Rate</b>	<b>Total</b>
<b>OPAA FOOD MANAGEMENT</b>				
Student Lunches	400	175	\$4.1151	\$288,057
Adult Lunches	2	175	\$4.1151	\$1,440
Student Breakfasts	39	175	\$2.2677	\$15,477
Adult Breakfasts	0	175	\$2.2677	\$95
Snacks	0	175	\$1.0096	\$0
A la Carte	569	175	\$0.9227	\$91,797
<b>TOTAL EXPENDITURES</b>				<b>\$396,867</b>

Estimated Commodity Credit \$30,100

**Profit Contributions Before District Labor Expenditures** \$67,736

Less: District Wages & Taxes \$0

Less: Medical Insurance \$0

Less: Retirement \$0

**Estimated District Net Profit (Loss)** **\$67,736.75**

**Chase County  
Budget Proposal  
Projected for the 2022-2023 School Year**

<b>Cash Income</b>	<b>Quantity</b>	<b>Days</b>	<b>Price</b>	<b>Total</b>
Paid Student Lunch - Elem	87	172	\$3.10	\$46,580
Paid Student Lunch - MS	85	172	\$3.10	\$45,210
Paid Student Lunch - HS	85	172	\$3.25	\$47,398
Second Student Lunch - Elem	0	172	\$3.10	\$0
Second Student Lunch - MS	0	172	\$3.10	\$0
Second Student Lunch - HS	0	172	\$3.25	\$0
Reduced Student Lunch	53	172	\$0.40	\$3,657
Adult Lunch	35	172	\$4.10	\$24,682
Paid Student Breakfast - Elem	9	172	\$1.80	\$2,931
Paid Student Breakfast - MS	9	172	\$1.80	\$2,844
Paid Student Breakfast - HS	9	172	\$1.80	\$2,844
Second Student Breakfast - Elem	0	172	\$1.80	\$0
Second Student Breakfast - MS	0	172	\$1.80	\$0
Second Student Breakfast - HS	0	172	\$1.80	\$0
Reduced Student Breakfast	6	172	\$0.30	\$297
Adult Breakfast	0	172	\$2.55	\$0
Other Meals Lunch	0	172	\$0.00	\$0
Other Meals Breakfast	0	172	\$0.00	\$0
A la Carte	0	172	\$1.03	\$0
<b>Total Cash Income</b>				<b>\$176,444</b>

<b>Reimbursement Income</b>	<b>Quantity</b>	<b>Days</b>	<b>Reimb</b>	<b>Total</b>
Fed Paid Lunch	B	257	\$0.45	\$19,824
Fed Reduced Lunch	B	53	\$3.56	\$32,518
Fed Free Lunch	B	133	\$3.98	\$91,061
Fed Paid Breakfast	S	28	\$0.36	\$1,688
Fed Reduced Breakfast	S	6	\$2.19	\$2,169
Fed Free Breakfast	S	14	\$2.51	\$6,216
Snacks - Paid		0	\$0.10	\$0
Snacks - Reduced		0	\$0.53	\$0
Snacks - Free		0	\$1.07	\$0
Other Meals Lunch		0	\$0.00	\$0
Other Meals Breakfast		0	\$0.00	\$0
Fed Reimbursement - 3.00%				\$0
State Lunch		443	\$0.03	\$2,286
<b>Total Reimbursement Income</b>				<b>\$155,762</b>
<b>TOTAL CASH AND REIMBURSEMENTS</b>				<b>\$332,206</b>

<b>District Expenditures</b>	<b>Quantity</b>	<b>Days</b>	<b>Rate</b>	<b>Total</b>
<b>OPAA FOOD MANAGEMENT</b>				
Student Lunches	443	172	\$3.7200	\$283,449
Adult Lunches	35	172	\$3.7200	\$22,394
Student Breakfasts	48	172	\$2.0500	\$16,925
Adult Breakfasts	0	172	\$2.0500	\$0
Snacks	0	172	\$0.9400	\$0
Other Meals Lunch	0	172	\$0.0000	\$0
Other Meals Breakfast	0	172	\$0.0000	\$0
A la Carte	0	172	\$0.8969	\$0
<b>TOTAL EXPENDITURES</b>				<b>\$322,768</b>

Projected Commodity Credit (30,288)

<b>District Surplus Before Labor Expenditures</b>	<b>\$39,725</b>
Less: Labor Bill Back	\$0
Less: District Wages & Taxes	\$0
Less: Medical Insurance	\$0
Flexible Benefit Allowance (OK)	\$0
Less: Retirement	\$0

**Estimated District Net Profit (Loss) \$39,725**

1. Does not include other district expenditures charged to food service
2. Assumes a \$0.05 increase in school meal prices due to the USDA mandated Paid Lunch Equity Program
3. Assumes a \$0.06 increase in school lunch reimbursement rates

**Chase County  
Budget Proposal with a \$0.05 Increase  
Projected for the 2022-2023 School Year**

<b>Cash Income</b>	<b>Quantity</b>	<b>Days</b>	<b>Price</b>	<b>Total</b>
Paid Student Lunch - Elem	87	172	\$3.15	\$47,331
Paid Student Lunch - MS	85	172	\$3.15	\$45,939
Paid Student Lunch - HS	85	172	\$3.30	\$48,127
Second Student Lunch - Elem	0	172	\$3.15	\$0
Second Student Lunch - MS	0	172	\$3.15	\$0
Second Student Lunch - HS	0	172	\$3.30	\$0
Reduced Student Lunch	53	172	\$0.40	\$3,657
Adult Lunch	35	172	\$4.15	\$24,983
Paid Student Breakfast - Elem	9	172	\$1.85	\$3,012
Paid Student Breakfast - MS	9	172	\$1.85	\$2,923
Paid Student Breakfast - HS	9	172	\$1.85	\$2,923
Second Student Breakfast - Elem	0	172	\$1.85	\$0
Second Student Breakfast - MS	0	172	\$1.85	\$0
Second Student Breakfast - HS	0	172	\$1.85	\$0
Reduced Student Breakfast	6	172	\$0.30	\$297
Adult Breakfast	0	172	\$2.60	\$0
Other Meals Lunch	0	172	\$0.00	\$0
Other Meals Breakfast	0	172	\$0.00	\$0
A la Carte	0	172	\$1.03	\$0
<b>Total Cash Income</b>				<b>\$179,194</b>

<b>Reimbursement Income</b>	<b>Quantity</b>	<b>Days</b>	<b>Reimb</b>	<b>Total</b>
Fed Paid Lunch B	257	172	\$0.45	\$19,824
Fed Reduced Lunch B	53	172	\$3.56	\$32,518
Fed Free Lunch B	133	172	\$3.98	\$91,061
Fed Paid Breakfast S	28	172	\$0.35	\$1,688
Fed Reduced Breakfast S	6	172	\$2.19	\$2,169
Fed Free Breakfast S	14	172	\$2.51	\$6,216
Snacks - Paid	0	172	\$0.10	\$0
Snacks - Reduced	0	172	\$0.53	\$0
Snacks - Free	0	172	\$1.07	\$0
Other Meals Lunch	0	172	\$0.00	\$0
Other Meals Breakfast	0	172	\$0.00	\$0
Fed Reimbursement - 3.00%				\$0
State Lunch	443	172	\$0.03	\$2,286
<b>Total Reimbursement Income</b>				<b>\$155,762</b>
<b>TOTAL CASH AND REIMBURSEMENTS</b>				<b>\$334,956</b>

<b>District Expenditures</b>	<b>Quantity</b>	<b>Days</b>	<b>Rate</b>	<b>Total</b>
<b>OPAA FOOD MANAGEMENT</b>				
Student Lunches	443	172	\$3.7200	\$283,449
Adult Lunches	35	172	\$3.7200	\$22,394
Student Breakfasts	48	172	\$2.0500	\$16,925
Adult Breakfasts	0	172	\$2.0500	\$0
Snacks	0	172	\$0.9400	\$0
Other Meals Lunch	0	172	\$0.0000	\$0
Other Meals Breakfast	0	172	\$0.0000	\$0
A la Carte	0	172	\$0.8969	\$0
<b>TOTAL EXPENDITURES</b>				<b>\$322,768</b>

Projected Commodity Credit (30,288)

<b>District Surplus Before Labor Expenditures</b>	<b>\$42,476</b>
Less: Labor Bill Back	\$0
Less: District Wages & Taxes	\$0
Less: Medical Insurance	\$0
Flexible Benefit Allowance (OK)	\$0
Less: Retirement	\$0

**Estimated District Net Profit (Loss) \$42,476**

1. Does not include other district expenditures charged to food service
2. Assumes a \$0.10 increase in school meal prices due to the USDA mandated Paid Lunch Equity Program
3. Assumes a \$0.06 increase in school lunch reimbursement rates

# CHASE COUNTY SCHOOLS 2022-2023

## State of the Schools Report



Chase County Schools creates exceptional opportunities, fosters strong relationships, and empowers students to succeed.

.....

### District Administration

Adam Lambert, Superintendent  
Christopher Barr, 7-12 Principal  
Becky Odens, K-6 Principal

### Purpose

In compliance with the accreditation (Rule 10) and Chase County Schools Board Policy, this is the annual report to the Board of Education and the Chase County School Community for the school year 2021-22.

Chase County School is a Class III system that educates around 615 students K-12. The total school system is accredited by the Nebraska Department of Education.

### Chase County Schools Board of Education

Karl Meeske- President	Steve Wallin- Treasurer	Dan Reeves
Willy O'Neil- Vice President	Cindy Arterburn	Jeff Olsen
Carrie Terryberry- Secretary	Josh Fries	Linsey Foote

### Nebraska Education Profile

Patrons can access additional information about the school district by going to the Nebraska Education Profile at <http://nep.education.ne.gov>. You can then select the year and district from the menus provided. Due to COVID, state scores have not been updated for a couple years and does not represent the current status of our district.

### School Website

Additional information is also available on our school website: <https://www.chasecountyschools.org/>

## School Contact Information

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

Phone: (308) 882-4304  
 Fax: (308) 882-5629

## Degree, Experience, & Salary

Data Years	TOTAL TEACHER FTE		TOTAL TEACHER FTE WITH MASTER'S DEGREE		PERCENTAGE OF TEACHER FTE WITH MASTER'S DEGREE	
	State	District	State	District	State	District
2021-2022	23962.20	51.00	13830.51	20.50	57.72%	40.20%
2020-2021	23984.78	45.85	13635.42	20.00	56.85%	43.62%
2019-2020	23855.86	46.00	13373.79	19.50	56.06%	42.39%
2018-2019	23702.34	50.52	13570.00	21.00	55.99%	39.62%
2017-2018	23492.07	50.25	13199.00	21.00	54.92%	40.38%

Data Years	AVERAGE YEARS OF TEACHING EXPERIENCE	
	State	District
2021-2022	13.94	12.98
2020-2021	13.95	15.51
2019-2020	13.96	16.98
2018-2019	14.01	16.92
2017-2018	14.03	15.58

Data Years	AVERAGE TEACHING SALARY	
	State	District
2021-2022	57536	51340
2020-2021	56582	53408
2019-2020	55479	52757
2018-2019	54601	50866
2017-2018	54422	49778

## Chase County Schools Enrollment History

Data Years	PK	KG	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
2021-2022	5	42	43	29	38	54	47	51	58	44	64	52	38	49	614
2020-2021	5	46	28	43	51	44	53	63	47	61	51	39	48	38	617
2019-2020	6	34	40	48	44	51	65	42	62	52	40	48	42	49	623
2018-2019	6	40	51	45	48	61	39	63	52	41	46	43	50	40	625
2017-2018	8	55	48	50	61	37	61	49	43	45	47	51	36	54	645
2016-2017	7	54	52	60	36	60	48	47	47	46	50	39	54	47	647
2015-2016	4	55	59	36	58	52	44	49	45	48	40	52	48	40	630
2014-2015	8	60	44	58	50	41	51	44	49	40	53	49	37	42	626
2013-2014	7	40	61	48	41	46	46	47	38	52	49	34	41	61	611
2012-2013	8	66	43	42	43	40	48	35	50	52	31	42	56	34	590
2011-2012	4	47	44	47	39	52	32	48	51	33	44	60	33	30	564
2010-2011	3	50	41	41	45	35	48	47	33	45	62	35	29	51	565
2009-2010	2	43	41	48	38	50	48	32	45	60	36	29	44	34	550
2008-2009	6	46	47	38	46	47	30	42	56	37	28	45	30	44	542
2007-2008	0	50	31	40	45	27	38	53	38	28	45	35	45	53	528

## Financial Breakdown for 2021-22 School Year

### General Fund Financial Receipts for 2021-22 School Year

### General Fund Financial Expenditures for 2021-22 School Year

	Receipts (click on Amount for more details)	Percent
Local Receipts	\$7,124,208.00	75.2%
County Receipts	\$10,487.00	0.11%
State Receipts other than TEEOSA	\$1,135,725.00	12.0%
State Aid (TEEOSA)	\$230,607.00	2.43%
Federal Receipts	\$939,515.00	9.92%
Total Other Financing Sources	\$32,432.00	0.34%
Total Receipts	\$9,472,974.00	100%

	Expenditures	Percent
All Instruction Expenditures	\$4,995,993.00	54.2%
Support Services - Students	\$240,121.00	2.61%
Support Services - Instruction	\$201,303.00	2.18%
General Administration	\$420,508.00	4.56%
Office of the Principal Expenditures	\$402,835.00	4.37%
Central Services	\$112,224.00	1.22%
Maintenance & Operation Expenditures	\$1,619,208.00	17.6%
Support Services - Pupils Transportation	\$516,593.00	5.61%
State Categorical Programs	\$392.00	0.00%
Other Expenditures	\$130,000.00	1.41%
Total Federal Programs	\$577,381.00	6.26%
Total Expenditures	\$9,216,558.00	100%

### Ending Balance '21/'22 Other Accounts

Employee Benefit Fund - \$21,590

Bond Fund - \$148,278

Activities Fund - \$462,268

Special Building Fund - \$1,152,279

Lunch Fund - \$232,400

Qualified Capital Fund - \$130,991

Depreciation - \$746,310

Student Fee Fund - \$4,294

General Fund Balance - \$3,290,769

**Outstanding Debt**

The annual requirements to amortize all long-term debt outstanding at August 31, 2022, including interest payments of \$107,233, are as follows:

Years Ending August 31,	Principal	Interest	Total
2023	847,571	31,949	879,520
2024	312,696	17,323	330,019
2025	64,535	13,260	77,795
2026	65,611	11,563	77,174
2027	71,697	9,753	81,450
2028 - 2032	246,160	22,947	269,107
2033	12,270	438	12,708
Total	<u>1,620,540</u>	<u>107,233</u>	<u>1,727,773</u>

# ACADEMICS

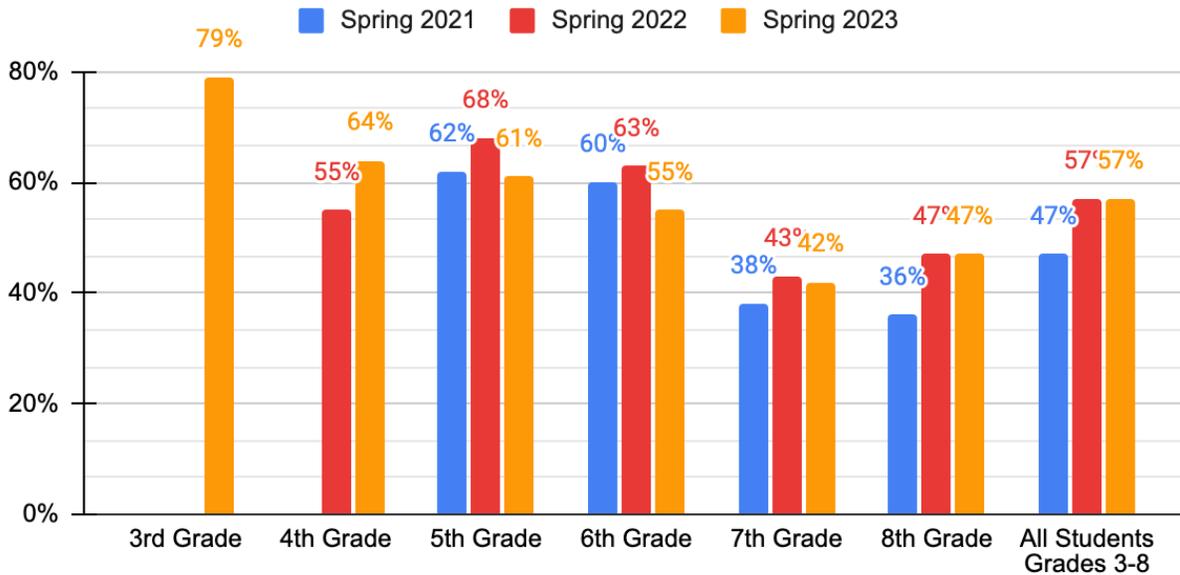
Chase County Schools uses Independent Reading Level Assessment (IRLA) data aggressively in K-6 to continuously track and monitor the progress of our students in their abilities to read, decode, and comprehend grade-level text with demanding academic vocabulary. Students know their instructional reading level and have power goals they work on with their teachers to improve. Over the past three years, we have made continuous progress in improving the success of all of our students as readers, writers, and thinkers.

Student Reading Levels  Show Excluded Rows (0)

Visibility	Grade	Date	Students	N/A	RTM	1Y	2Y	3Y	1Q	2Q	1B	2B	1R	2R	Wt	Bk	Cr	Pu	1Br	2Br	Si	Gl	Emergency	At-Risk	Proficient or Above			
	K	Sep 30, 2020 / 2021	46	3		6	17	14	3														3	6.5%	6	13.0%	34	73.9%
	K	Sep 30, 2021 / 2022	39			4	9	15	3					2									6	15.4%	4	10.3%	29	74.4%
	K	Sep 30, 2022 / 2023	52			8	16	23		4													1	1.9%	8	15.4%	43	82.7%
	K	May 1, 2023 / 2022 / 2023	55				2	3	9	17	15	6	2	1									5	9.1%	9	16.4%	41	74.5%
	1st	Sep 30, 2020 / 2021	27				5	7	5	6	3	1											5	18.5%	7	25.9%	15	55.6%
	1st	Sep 30, 2021 / 2022	42				5	2	7	18	5	3	2										7	16.7%	7	16.7%	28	66.7%
	1st	Sep 30, 2022 / 2023	36				2	3	7	11	5	5	3										5	13.9%	7	19.4%	24	66.7%
	1st	May 1, 2023 / 2022 / 2023	38							3	3	13	6	9	4								3	7.9%	3	7.9%	32	84.2%
	2nd	Sep 30, 2020 / 2021	40	2				4	5	9	9	6	2	3									9	22.5%	18	45.0%	11	27.5%
	2nd	Sep 30, 2021 / 2022	29						2	6	3	9	6	3									2	6.9%	9	31.0%	18	62.1%
	2nd	Sep 30, 2022 / 2023	41				1		4	6	6	8	12	4									5	12.2%	12	29.3%	24	58.5%
	2nd	May 1, 2023 / 2022 / 2023	43				1	1			4	2	14	14	7								6	14.0%	2	4.7%	35	81.4%
	3rd	Sep 30, 2020 / 2021	52	4			1	1	2	7	6	14	8	9									17	32.7%	22	42.3%	9	17.3%
	3rd	Sep 30, 2021 / 2022	36				1				4	2	8	14	7								5	13.9%	10	27.8%	21	58.3%
	3rd	Sep 30, 2022 / 2023	31						1				5	6	13	6							1	3.2%	11	35.5%	19	61.3%
	3rd	May 1, 2023 / 2022 / 2023	33							1			5	12	11	4							1	3.0%	5	15.2%	27	81.8%
	4th	Sep 30, 2020 / 2021	46	3							3	5	9	7	8	7	4						17	37.0%	15	32.6%	11	23.9%
	4th	Sep 30, 2021 / 2022	53	2			1		1	2			5	6	16	9	11						9	17.0%	22	41.5%	20	37.7%
	4th	Sep 30, 2022 / 2023	36								1	1	4	7	11	2	10						2	5.6%	11	30.6%	23	63.9%
	4th	May 1, 2023 / 2022 / 2023	39								1	1	2	4	19	2	10						4	10.3%	4	10.3%	31	79.5%
	5th	Sep 30, 2020 / 2021	49	1							5	4	11	10	6	9	3						20	40.8%	16	32.7%	12	24.5%
	5th	Sep 30, 2021 / 2022	47								1	1	1	7	13	14	10						3	6.4%	20	42.6%	24	51.1%
	5th	Sep 30, 2022 / 2023	54								2	1	2	3	7	19	16	3	1				5	9.3%	10	18.5%	39	72.2%
	5th	May 1, 2023 / 2022 / 2023	56								1		2	2	9	17	20	4	1				5	8.9%	9	16.1%	42	75.0%
	6th	Sep 30, 2020 / 2021	59	3			1			1		4	4	6	7	8	18	6					16	27.1%	15	25.4%	25	42.4%
	6th	Sep 30, 2021 / 2022	50						1			1	1	1	11	12	13	8					4	8.0%	23	46.0%	23	46.0%
	6th	Sep 30, 2022 / 2023	47									1		1	3	4	16	15	6	1			2	4.3%	7	14.9%	38	80.9%
	6th	May 1, 2023 / 2022 / 2023	47									1				3	7	25	4	7			1	2.1%	3	6.4%	43	91.5%
	Total	Sep 30, 2020 / 2021	575	65		6	17	21	16	12	28	30	43	40	49	31	33	48	69	40	23	1	155	27.0%	207	36.0%	148	25.7%
	Total	Sep 30, 2021 / 2022	583	167		4	9	22	5	10	28	16	23	30	44	47	47	41	41	22	17	4	65	11.1%	146	25.0%	205	35.2%
	Total	Sep 30, 2022 / 2023	403	2		8	16	26	3	16	18	14	21	29	30	30	33	70	41	27	14	4	31	7.7%	112	27.8%	258	64.0%
	Total	May 1, 2023 / 2022 / 2023	424	4			2	4	10	21	21	25	12	35	38	48	36	64	51	29	20	4	46	10.8%	71	16.7%	303	71.5%

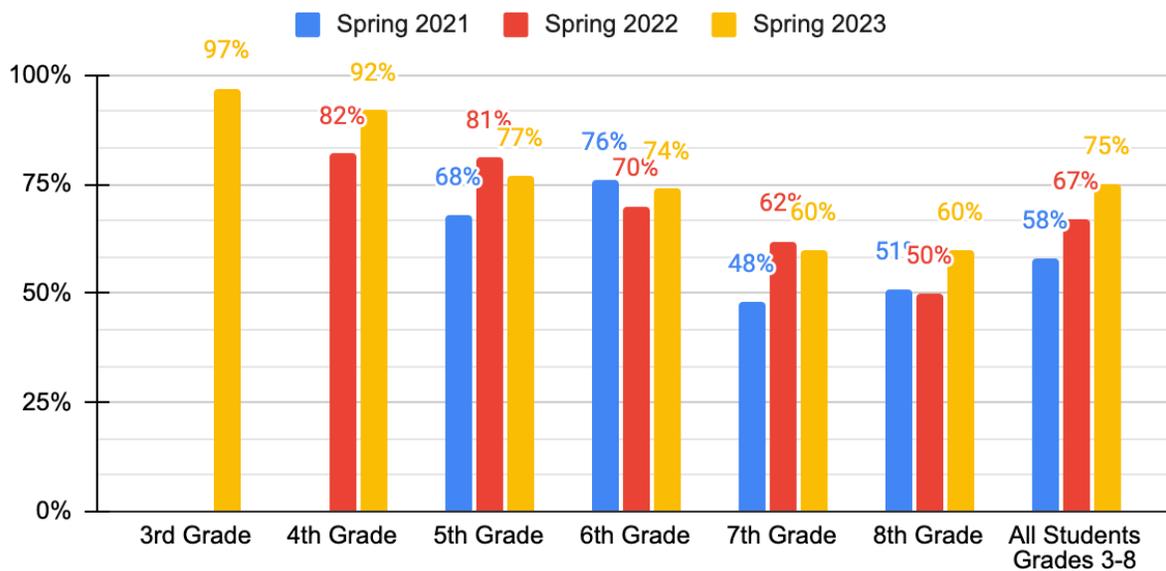
Chase County Schools participates in state accountability testing through the State of Nebraska's NSCAS Growth assessments. Teachers and interventionists target standards and students needing support to continually raise proficiency scores annually in both Math and English Language Arts.

## NSCAS ELA: Spring 2021, 2022, and 2023



NSCAS ELA

## NSCAS Math: Spring 2021, 2022, and 2023



NSCAS Math

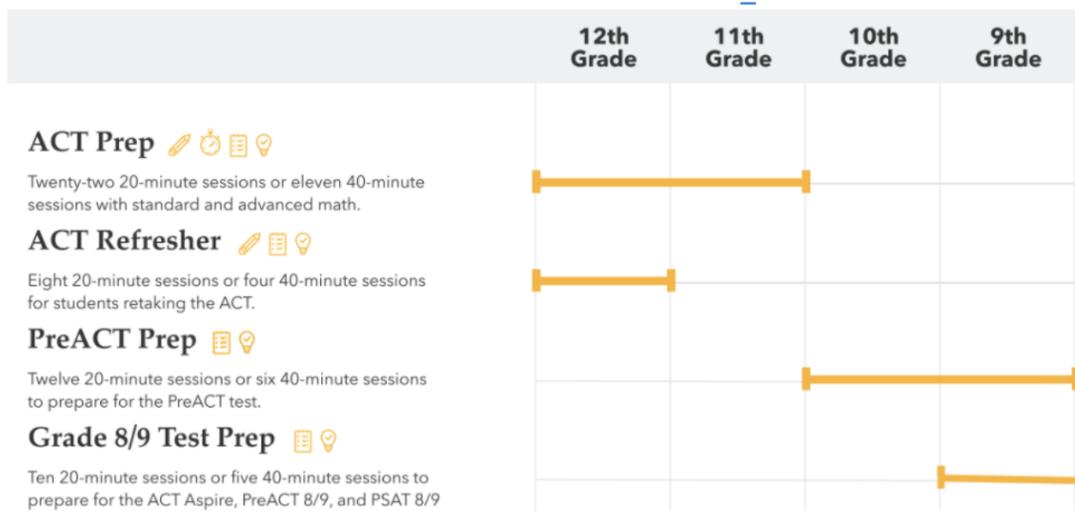
Chase County Schools sets district-level MAP goals in K-2 for each grade level and subject area based on projected achievement required to be proficient on future state assessments. These goals are typically at or above the 60%tile nationally.

**District Map RIT Goals**

Grade Level	Reading & Language	Reading & Language	Reading & Language	Math	Math	Math	Science*	Science*	Science*
	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring
K	140*	150	157	143*	154	161			
1	160	170	175	164	174	180			
2	177	186	190	179	188	193			
3	198	200	204	198	204	208	190	194	198
4	206	208	210	210	214	218	198	202	205
5	212	215	218	220	224	227	205	207	210
6	220	222	224	224	227	229	210	211	212
7	225	226	227	232	234	235	212	213	214
8	227	228	229	239	240	241	215	216	217
*District RIT goals give students 80% probability of passing NSCAS									

In 2022, Chase County Schools piloted the John Baylor ACT Prep program to support high school students in the successful completion of their ACT, which is also the required state test in the junior year of high school.

## John Baylor ACT Prep Comprehensive District Plan



In the 2022-2023 school year, Chase County Schools adopted a comprehensive plan to incorporate ACT Preparation into all grades 9-12 with multiple opportunities for students to progressively experience the PreACT and ACT twice each year to ensure the best possible achievement and career and educational opportunities for every student.

## ACT Plan for 9-12

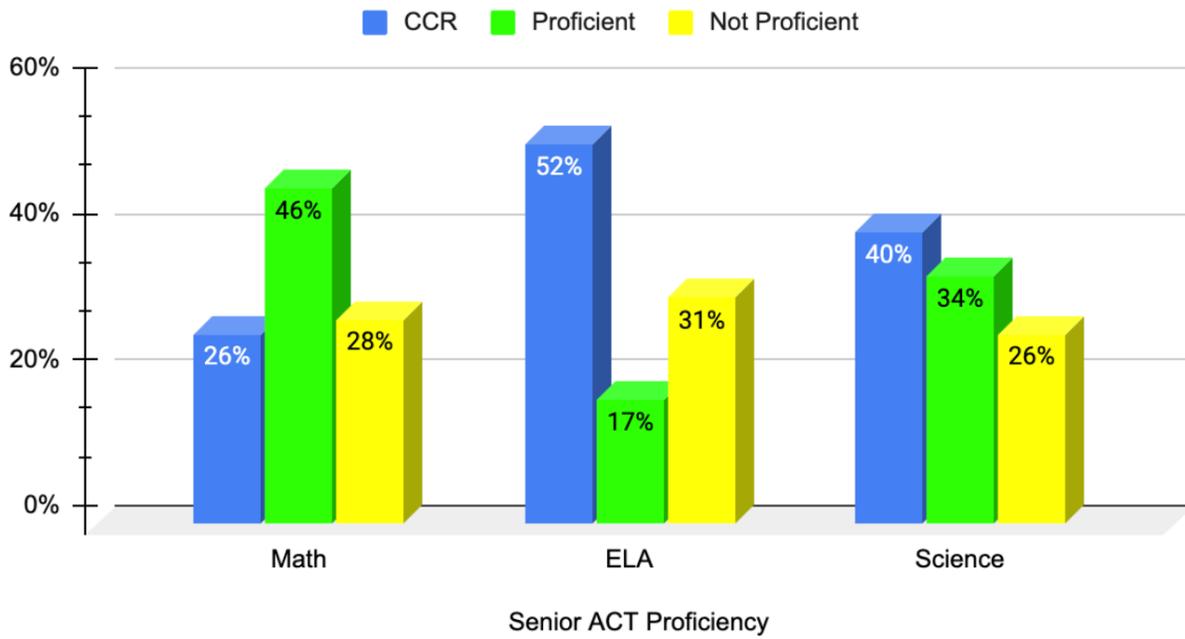


**Quick Comparison of the PreACT 8/9, PreACT, and the ACT**

	PreACT <sup>®</sup> 8/9	PreACT <sup>®</sup>	ACT <sup>®</sup>
Purpose	<ul style="list-style-type: none"> <li>• Early Practice for the ACT</li> <li>• Collect data on student achievement</li> <li>• Provide predicted ACT score</li> <li>• Provides item response and detailed results for all students</li> </ul>	<ul style="list-style-type: none"> <li>• Early practice for ACT</li> <li>• Collect data on student achievement</li> <li>• Provide predicted ACT score</li> <li>• Provides item response and detailed results for all students</li> <li>• Interest and career inventories</li> </ul>	<ul style="list-style-type: none"> <li>• Summative Assessment provides data on student preparation</li> <li>• Used for college admissions, scholarships, class placement, etc.</li> <li>• Used as an accountability metric by some states</li> </ul>
Length	<b>Math- 40 Minutes</b> (36 Questions) <b>Science- 30 minutes</b> (35 Questions) <b>English- 30 minutes</b> (32 Questions) - No "Knowledge of Language" questions <b>Reading- 30 minutes</b> (20 Questions) - No "Integration of Knowledge and Ideas" questions - 4 passages, 5 questions each  <b>Total: 2 hrs 10 mins</b>	<b>Math- 40 Minutes</b> (36 Questions) - Greater focus on "integrating essential skills" than PreACT 8/9 <b>Science- 30 Minutes</b> (30 Questions) - Greater focus on "Scientific Investigation" than PreACT 8/9 <b>English- 30 minutes</b> (45 Questions) - All sections covered <b>Reading- 30 minutes</b> (25 Questions) - All sections covered - 3 passages, 6-10 questions each <b>Total: 2hrs 10 mins</b>	<b>Math- 60 minutes</b> (60 Questions) <b>Science- 35 minutes</b> (40 Questions) <b>English- 45 minutes</b> (75 Questions) <b>Reading- 35 minutes</b> (40 Questions) - 4 passages, 10 questions each  <b>Total: 3hrs 30 mins</b>
Score Scale	Scored on the 1-36 scale, with a max score of 30*	Scored on the 1-36 scale, with a max score of 35*	Scored on the 1-36 scale

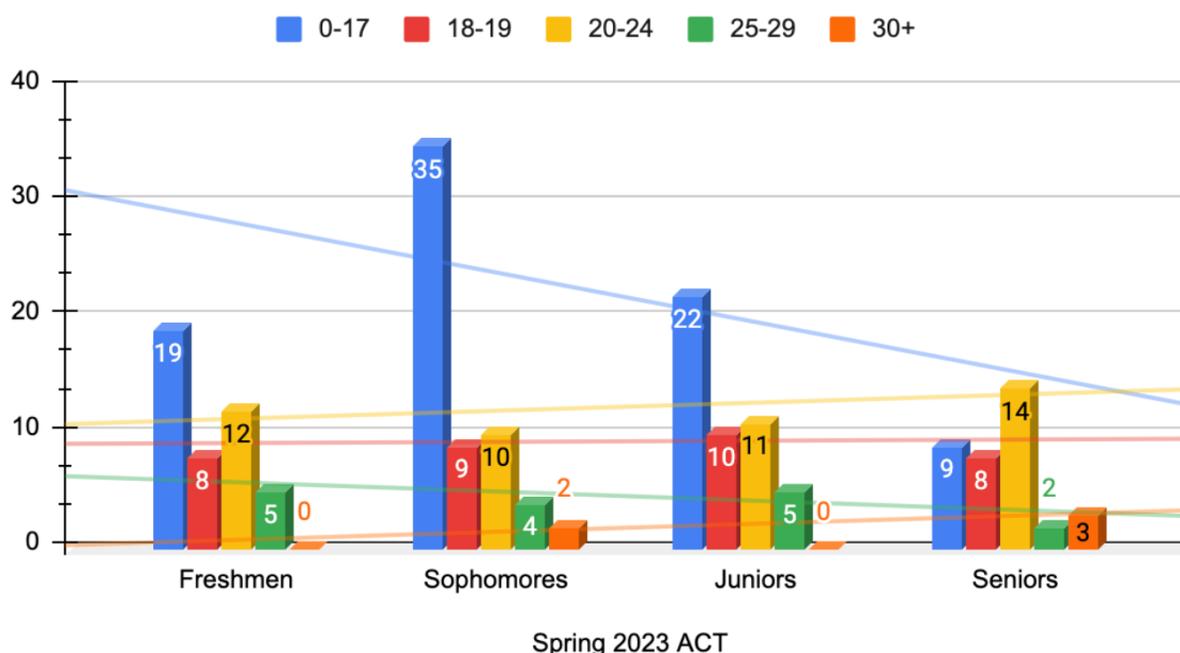
Chase County Schools monitors the average ACT score of each class cohort to monitor achievement and make curricular or instructional adjustments. The average ACT scores and state ACT proficiencies for 2023 are included below.

## Senior ACT Class of 2023



Class of...	Composite
2026 Freshmen	17.8
2025 Sophomores	17.7 (17.0)
2024 Juniors	18.4 (17.4,16.5)
2023 Seniors	20.5 (19.7)
2022 Graduates	18.5
2021 Graduates	20.3

## ACT Score Distribution



## **ABOUT CHASE COUNTY SCHOOLS**

Chase County Schools is a C1 rural Class III district, which educates all K-12 students within one building located in Imperial, NE. The city of Imperial has a population of 2,070 residents. The district encompasses about 750 square miles of Southwest Nebraska. Chase County Schools is fully accredited by the Nebraska Department of Education, meeting all requirements set forth by Rule 10, Title 92. The schools next external visit will be during the 2026-27 school year, which will give the district feedback from a Nebraska Frameworks accreditation team.

Chase County Schools is a member of the SPVA Conference. Other participating schools in the conference are Bridgeport, Hershey, Kimball, North Platte St Pats, Perkins County, and Sutherland.

## **Notice of Special Education Child Find**

Chase County Schools has the responsibility to identify all children with disabilities residing in the District, including children (birth-age 21) with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services. Children will be identified, located and evaluated, and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. If you have any questions or concerns about a child, please contact Adam Lambert, Chase County Schools Superintendent, (308) 882-4304 or [adamlambert@chasecountyschools.org](mailto:adamlambert@chasecountyschools.org) concerning the district's special education referral process.

**ACADEMIC INFORMATION:**

Patrons can access academic scores for Chase County Schools by going to the following website- <http://nep.education.ne.gov>. Patrons will need to type in Chase County Schools in the appropriate box and all the information will show up. Patrons can check any public school in the state of Nebraska through this site

\*\*\*\*\*

Contact Adam Lambert- Superintendent of schools for more information or input that would help run the school more efficiently.

[adamlambert@chasecountyschools.org](mailto:adamlambert@chasecountyschools.org)

## **Multicultural Review '22-'23**

Chase County Schools addresses Multicultural Education and Instruction in many different curricular areas and lessons. Below are some examples of ways that each building includes Multicultural Education as part of its curriculum.

### **K-6**

#### **ESL**

We have a unit called The ART of Getting Along which includes a smaller group unit of All About Us. Here we talk about how we are different and the same and how to communicate those things using the English language. Also, we often share special traditions that families have during and different holidays that are important to the students in my classroom.

#### **ELA**

Our ELA Curriculum is by American Reading Company and hosts a variety of multicultural texts throughout each grade level where students are exposed to characters of different cultures, from primary grades read-alouds to high school texts where they encounter a personal narrative written by a Farsi teen. Another example is students working on second grade level skills read a book about Cesar Chavez and the migrant farm worker protest. They discuss where Chavez was born and where he grew up. As he got older he fought for immigrant rights as they worked in the grape fields of California. In other lessons, students were creating an adventure story. Part of the lesson asked students to fill out a graphic organizer that helped them create their character. One part asked the students to identify their character's race. We discussed what race means.

#### **Library**

I incorporate multiculturalism throughout the calendar: Thanksgiving/Native Americans, February/Black history month, and Cinco de Mayo. I also use all Golden Sower nominee books which have lessons on other races and cultures.

#### **Multiple Subjects**

'Ag in the classroom' lessons feature all cultures. Social studies lessons feature the culture of others in various states. In reading, some stories highlight the culture of others.

#### **Reading/Soc. St.**

We love to start the year with reading *The Crayon Box that Talked*. This book brings home the importance of celebrating our differences and highlights the beauty of bringing them together to create a beautiful world! We aren't the same. We've been blessed with our own unique differences. It is what makes us ALL so special! Diversity is important because the world is changing every day. We listen to stories from a variety of countries and cultures in our ARC reading program. We use those "teachable moments" every day to discuss differences and similarities as they arise during our lessons. We visit about holidays throughout the year and discuss our different family traditions. Also, our Scholastic *Let's Find Outs* do a great job of teaching about a variety of cultures and holidays.

## **Guidance**

The Sanford Harmony curriculum that I use in the K-2 classrooms has stories whose characters are of different ethnic backgrounds. Students K-4 have yearly lessons on diversity and stereotypes.

## **Math**

We discuss the Chinese New Year and Calendar, and students create one of their own. The curriculum incorporates Roman Numerals and Mayan Numerals (6th) as well as culturally diverse word problems throughout the year.

## **Music**

We sing, dance, discuss, and study songs from various cultures.

## **Social Studies**

In 5th grade, we study Native American Tribes, especially along the east coast, and we study the role of African Americans in the early days of our republic. In 6th grade, we study many different cultures from ancient history, including the Egyptians, the Sumerians, Kush, Chinese, Romans, and Phoenicians.

## **7-12**

### **ESL**

We read many books and talked about all different cultures in my ESL class! One example is the book [Separate is Not Equal](#), which is about the Supreme Court case 7 years before Brown vs Board. In 7th grade, we had an entire unit on Latin America. We also talked, in both classes, about identity and culture, and how different cultures compare and contrast to one another.

### **English I and IV**

We read ***The Kite Runner*** (Afghanistan culture both in Afghanistan and as American immigrants), stories from ***The House on Mango Street***, the short story "Marigolds" (African American), and a variety of poetry that encompasses different cultures. Our contemporary issues research unit provides opportunities for students to explore, research and discuss a variety of issues including multiculturalism. Our English I sports research project also includes a focus question about culture within each sport. We also discuss communication, nonverbal communication, and the importance of acknowledging that different cultures communicate differently.

### **World Geography**

In World Geography, students write a portfolio and create a skit of people discussing multiculturalism vs assimilation. Generally, there is a moderator and then four people (two for the view of multiculturalism in the U.S. and two for assimilation when people migrate to the U.S.) Also, I

do a culture lesson where students research the cultures of different countries (I'm not sure that one counts as multiculturalism.))

### **Woods**

We learn about different wood species from various locations and cultures around the world.

### **Music**

Students sight-read, prepare, and perform choir and band music from Italy, France, US, Ireland, Africa, Spain, Mexico, and Canada which allows for both peer and teacher directed discussions of the culture of each nation.

### **FACS**

Life on Your Own - We discuss culture awareness and sensitivity to other culture.

### **FFA**

We study the history of the NFA and FFA.

### **World Geography/Civics**

Students present slide presentations on foreign countries. Presentations include ethnicity, socio-economic standards, and culture traits.

### **American History**

Students read and understand the origins of Native American groups including the Aztec, Maya, and Inca civilizations. Students spend the entire year studying and understanding the origins of slavery throughout U.S. history.

### **Business**

We looked at different economies of other countries and also at customs of that country and how they affect business dealings with that country.

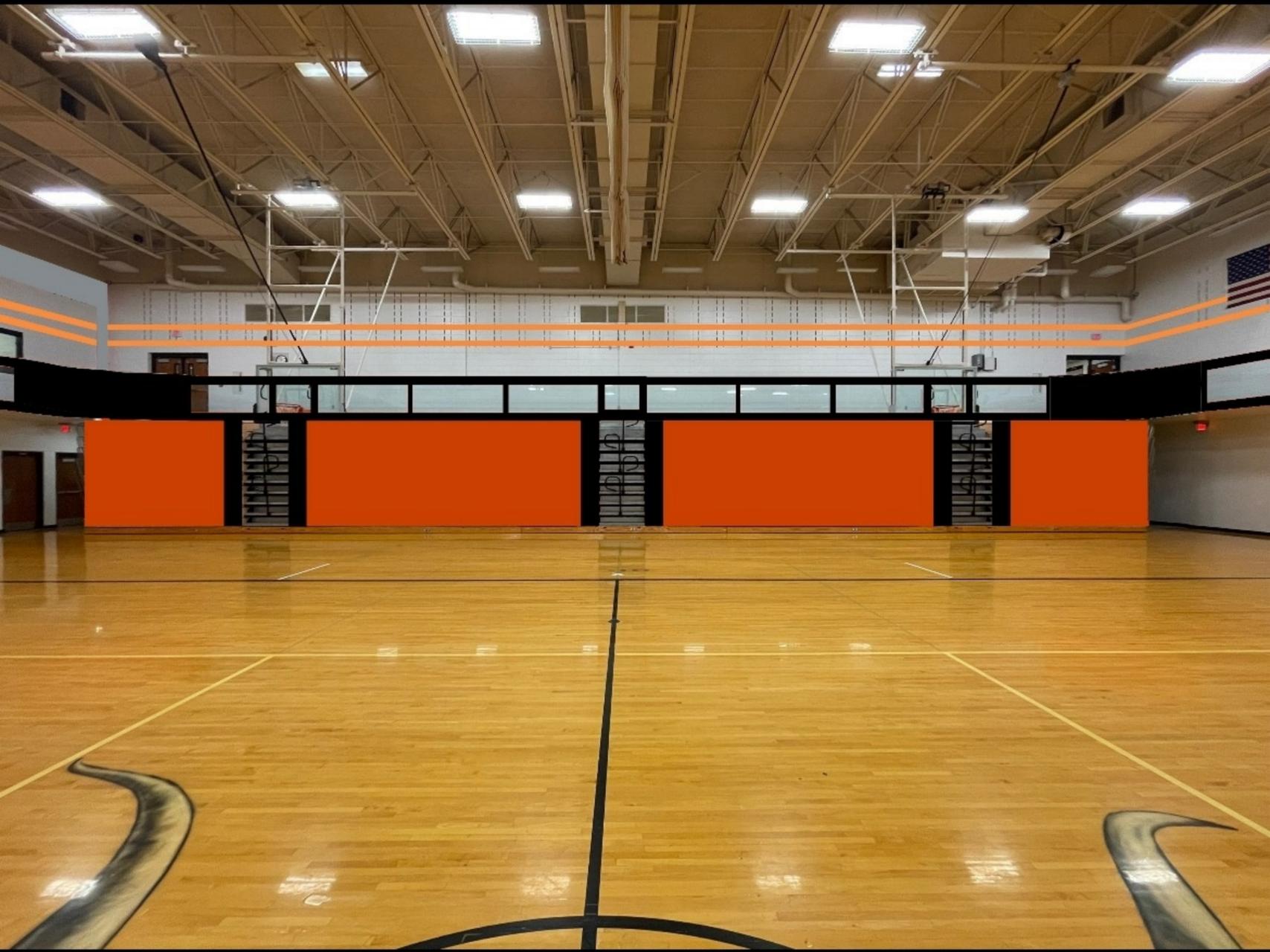
### **Science**

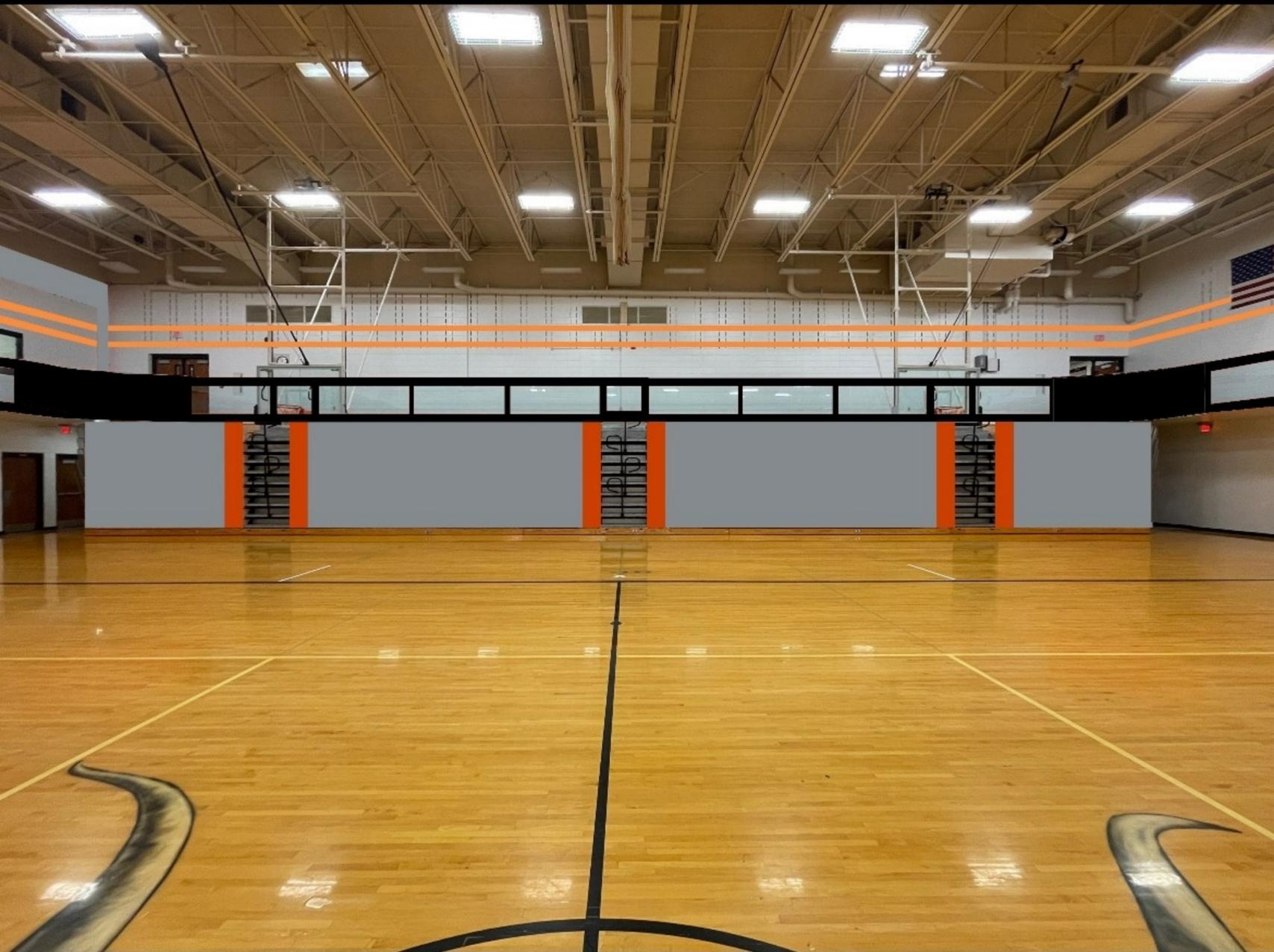
We watched "Hidden Figures" and discussed how we may not have made it safely into space without Katherine Johnson and the other women.

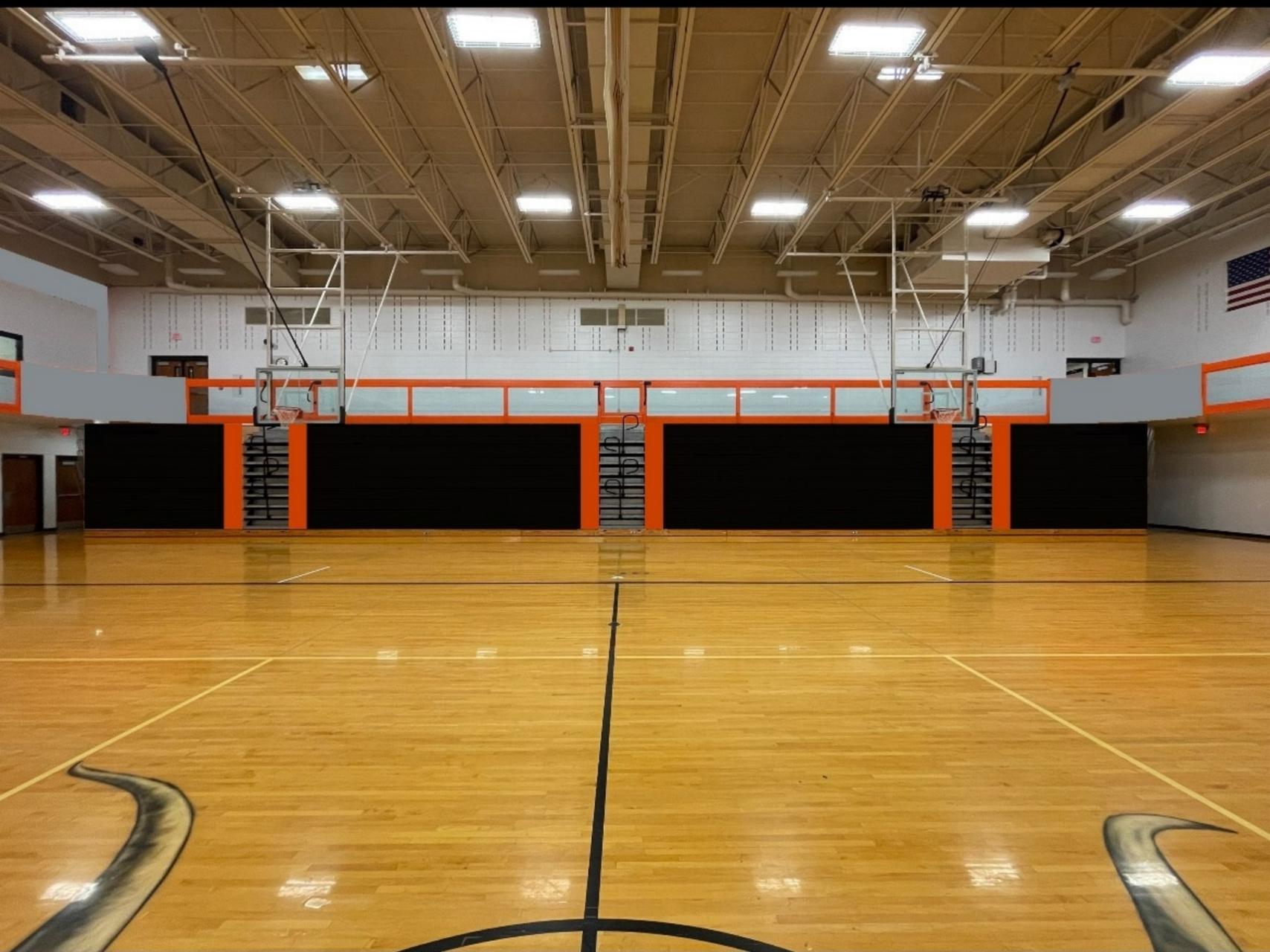
### **Multiculturalism Club**

This year was the third year Chase County Schools started a multiculturalism club. The club held a couple public events/gatherings and has grown a lot from its inception.











Nebraska Department of Education

Property Tax Authority Certification

Section A										Section B				Section C	Section D				Section E		Section F	Section G	Section H					
AgencyID	District	GF Tax Asking	SFB Tax Asking	2022/23 Property Tax Request (Budget Doc from LC-2)	GF Non-Property Tax Revenue (2020/21 AFR)	SFB Other Non-Property Tax Revenue (2020/21 AFR)	2020/21 Non-Property Tax Revenue (AFR)	21/22 SPED Reimbursement from 2021/22 AFR	22/23 TEEOSA	TOTAL Property Tax & Non-Property Tax Revenues	Base Growth 3%	Basic Growth % for Membership	Basic Growth % for LEP	Basic Growth % for Poverty	TOTAL BASE GROWTH %	REVENUE CAP Total Revenue	Gen Fund Non-Property Tax Revenue (2021/22 AFR)	SFB Other Non-Property Tax Revenue (2021/22 AFR)	2021/22 AFR Non-Property Tax Revenue (AFR)	2022/23 SPED EST FFR	2022/23 SPED FFR	23/24 TEEOSA to be Paid W Foundation Aid	2023-24 PROPERTY TAX REQUEST AUTHORITY	Change Year to Year	% of Tax Request Increase Decrease	Additional Base Growth Percentage if 70% Board Approval	Amount of Additional Property Tax Authority if Approved	2023-24 Property Tax Request Authority Board Approved Amount
01-0003-000	KENASAW PUBLIC SCHOOLS	3,750,000	319,192	4,069,192	382,226	2,236	384,462	187,258	291,426	4,932,374	3.0000%	1.6601%	0.0000%	0.6950%	5.3551%	5,196,506	388,682	2,322	391,004	161,570	730,459	3,913,473	(155,719)	-3.83%	7%	345,266	4,258,739	
01-0018-000	HASTINGS PUBLIC SCHOOLS	16,135,192	-	16,135,192	3,005,828	-	3,005,828	2,788,837	20,773,426	42,703,283	3.0000%	0.0000%	0.1930%	1.0682%	5.3551%	44,522,964	2,816,907	-	2,816,907	3,152,445	20,633,545	17,920,667	1,784,875	11,06%	5%	2,135,164	20,055,231	
01-0090-000	ADAMS CENTRAL PUBLIC SCHOOLS	12,434,343	1,000,000	13,434,343	1,460,816	4,859	1,465,675	796,612	665,667	16,362,997	3.0000%	0.7456%	0.0000%	0.3714%	4.1170%	17,035,930	1,362,660	4,760	1,367,420	789,339	2,092,620	12,785,951	(648,392)	-4.83%	6%	981,738	13,767,688	
01-0123-000	SILVER LAKE PUBLIC SCHOOLS	4,306,915	151,515	4,458,430	299,358	5,437	304,795	248,735	31,855	5,043,815	3.0000%	0.0000%	0.0000%	0.8168%	3.1681%	5,236,329	288,678	3,290	291,968	326,029	340,253	4,278,079	(180,351)	-4.05%	7%	353,067	4,631,146	
02-0009-000	NELIGH-OKADALE SCHOOLS	5,050,505	475,758	5,526,263	739,370	8,201	747,571	509,251	51,102	6,834,187	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	7,038,213	719,951	23,524	743,475	441,449	551,086	5,303,203	(223,060)	-4.04%	7%	478,393	5,781,596	
02-0018-000	ELGIN PUBLIC SCHOOLS	3,088,619	202,020	3,290,639	563,454	35,352	598,806	140,240	399,419	4,249,104	3.0000%	1.2500%	0.0000%	1.4912%	5.7412%	4,683,389	639,432	40,776	680,208	203,233	577,839	3,222,109	(68,530)	-2.08%	7%	310,037	3,532,146	
02-0155-000	SUMMERLAND PUBLIC SCHOOLS	5,821,938	-	5,821,938	615,990	14,779	630,769	344,877	36,890	6,834,474	3.0000%	3.5484%	0.0000%	1.2963%	7.8447%	7,370,617	559,415	70,643	630,058	400,716	669,077	5,670,766	(151,172)	-2.60%	7%	478,413	6,149,179	
03-0000-000	ARTHUR COUNTY SCHOOLS	2,232,322	30,303	2,353,535	86,522	16,590	103,112	82,689	296,164	2,835,500	3.0000%	0.0000%	0.0000%	0.2586%	3.2586%	2,927,898	85,477	11,595	97,072	101,275	460,495	2,269,056	(84,479)	-3.59%	7%	198,485	2,467,541	
04-0001-000	BANNER COUNTY PUBLIC SCHOOLS	2,657,822	50,505	2,708,327	221,721	102	221,823	66,298	480,030	3,476,478	3.0000%	4.1791%	0.0000%	0.5282%	7.7073%	3,744,420	190,862	205,241	132,182	649,061	2,757,936	49,609	1,83%	7%	245,353	3,001,289		
05-0071-000	BANDOLPH PUBLIC SCHOOLS	2,555,556	154,030	2,709,576	117,976	194	118,170	54,881	179,041	3,061,468	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	3,153,312	120,471	660	121,131	60,596	257,221	2,714,364	4,788	0.18%	7%	214,303	2,928,667	
06-0001-000	BONE CENTRAL SCHOOLS	6,969,697	914,019	7,883,716	1,106,269	22,855	1,129,124	448,381	427,343	9,888,564	3.0000%	0.3497%	0.0000%	1.0399%	3.0895%	10,322,624	1,149,660	44,959	1,194,019	422,884	1,356,603	7,349,118	(534,598)	-6.78%	6%	593,314	7,942,432	
06-0017-000	ST EDWARD PUBLIC SCHOOLS	2,995,380	45,455	3,040,835	182,988	505	183,493	244,880	21,698	3,490,906	3.0000%	0.0000%	0.0000%	0.3704%	3.3704%	3,608,562	197,173	1,001	198,174	254,942	256,363	2,888,063	(152,772)	-5.02%	7%	244,363	3,132,427	
06-0075-000	RIVERSIDE PUBLIC SCHOOLS	4,514,118	82,022	4,596,140	265,297	-	265,297	124,397	126,760	5,112,594	3.0000%	0.0000%	0.2817%	0.5634%	3.8451%	5,309,177	262,449	-	262,449	138,349	417,142	4,491,237	(104,903)	-2.28%	7%	357,882	4,849,118	
07-0006-000	ALLIANCE PUBLIC SCHOOLS	10,738,384	1,379,450	12,117,834	1,182,521	7,947	1,190,468	650,352	2,552,349	16,511,003	3.0000%	0.0000%	0.0469%	0.2815%	3.3284%	17,060,552	1,279,926	8,068	1,287,994	861,638	2,544,851	12,366,069	248,235	2.05%	6%	990,660	13,356,729	
07-0010-000	HEMINGFORD PUBLIC SCHOOLS	5,105,572	303,030	5,408,602	334,178	3,536	337,714	257,997	739,720	6,148,330	3.0000%	0.4313%	0.0000%	0.5200%	3.9513%	8,750,020	400,000	2,398	402,398	293,594	1,227,921	6,126,107	(282,495)	-4.41%	7%	542,082	6,668,190	
08-0051-000	BOYD COUNTY SCHOOLS	4,541,330	66,168	4,607,498	324,629	279	324,908	269,703	179,914	5,382,023	3.0000%	0.0000%	0.0000%	0.5923%	3.5921%	5,575,351	343,785	283	344,068	279,040	563,147	4,389,096	(218,402)	-4.74%	7%	376,742	4,765,838	
09-0010-000	AINSWORTH COMMUNITY SCHOOLS	6,099,567	569,447	6,669,014	608,657	12,943	621,600	366,016	47,337	7,704,367	3.0000%	0.0000%	0.6911%	0.2033%	3.8943%	8,004,399	581,157	14,424	595,581	470,874	621,928	6,316,016	(353,398)	-5.30%	7%	539,306	6,855,322	
10-0002-000	GIBBON PUBLIC SCHOOLS	5,969,675	335,281	6,304,956	562,124	452	562,576	259,009	1,317,748	8,444,289	3.0000%	0.0000%	0.0000%	0.4633%	3.4633%	8,736,742	603,826	2,288	606,114	279,139	1,135,612	6,715,877	410,921	6.52%	6%	506,657	7,222,534	
10-0007-000	KEARNEY PUBLIC SCHOOLS	43,509,588	353,535	43,863,123	6,600,489	2,324	6,602,813	2,859,117	10,922,488	63,417,541	3.0000%	0.0000%	0.0425%	0.4810%	5.3236%	65,652,099	6,645,790	923	6,646,713	3,425,812	10,034,566	45,540,008	1,681,885	3.83%	5%	3,107,877	48,758,885	
10-0009-000	ELM CREEK PUBLIC SCHOOLS	3,808,938	185,977	3,994,915	390,531	1,139	391,670	250,926	612,621	5,250,132	3.0000%	0.4878%	0.0000%	0.4970%	3.9848%	5,459,339	398,372	1,848	400,220	205,755	788,080	4,065,284	70,369	1.76%	7%	367,500	4,432,783	
10-0019-000	SHELTON PUBLIC SCHOOLS	3,646,465	61,419	3,707,884	312,616	974	313,590	234,080	501,350	4,756,904	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	4,899,611	261,091	229	261,320	227,707	410,893	3,999,691	291,807	7.87%	7%	332,983	4,332,674	
10-0069-000	RAVENHAW PUBLIC SCHOOLS	2,586,221	666,792	3,253,013	557,609	532	558,141	509,505	38,332	6,958,991	3.0000%	1.5864%	0.0000%	0.8583%	5.4474%	7,337,888	556,077	14,220	570,297	503,827	608,662	5,655,602	(197,411)	-3.37%	7%	487,129	6,142,731	
10-0105-000	SAVANNAH PUBLIC SCHOOLS	3,311,174	116,162	3,427,336	344,625	1,484	346,109	203,428	314,238	4,441,315	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	4,412,135	357,182	571	357,753	197,945	4,571,799	(145,666)	-3.19%	7%	355,986	4,927,785		
10-0119-000	AMHERST PUBLIC SCHOOLS	2,505,000	-	2,505,000	372,635	1,484	374,119	225,088	1,977,137	5,251,314	3.0000%	0.0000%	0.0000%	0.5014%	3.5014%	5,540,744	281,771	4,219	285,990	220,551	2,068,620	2,684,153	179,103	7.15%	7%	358,978	3,043,080	
11-0001-000	TEKAMAH-HERMAN COMMUNITY SCHOOLS	5,673,763	454,909	6,128,672	654,572	6,763	661,335	491,699	65,840	8,247,546	3.0000%	0.8925%	0.0000%	0.4464%	4.3389%	8,605,401	587,557	4,638	592,195	398,974	842,401	6,771,831	(256,841)	-3.65%	6%	494,853	7,266,683	
11-0014-000	OAKLAND CRAIG PUBLIC SCHOOLS	5,657,576	-	5,657,576	499,846	1,399	501,245	398,259	158,218	6,715,298	3.0000%	0.5391%	0.0000%	0.9973%	4.5364%	7,019,932	432,447	634	433,081	348,317	633,384	5,607,150	(50,426)	-0.89%	7%	470,071	6,077,221	
11-0020-000	LYONS-DECATUR NORTHEAST SCHOOLS	4,343,434	-	4,343,434	350,659	55	350,714	349,663	35,970	5,079,581	3.0000%	0.0000%	0.0000%	1.2651%	4.2651%	5,296,228	315,359	364	315,723	333,598	424,356	4,222,551	(120,883)	-2.78%	7%	355,571	4,578,122	
12-0056-000	DAVID CITY PUBLIC SCHOOLS	3,981,616	1,308,581	5,290,197	1,321,130	7,030	1,328,160	881,706	130,944	13,031,007	3.0000%	0.1181%	0.0000%	0.7882%	3.9200%	13,541,891	1,039,335	43,461	1,082,796	832,394	1,092,591	10,538,098	(157,099)	-1.47%	6%	781,860	11,314,958	
12-0502-000	EAST BUTLER PUBLIC SCHOOLS	6,212,080	856,048	7,068,128	475,835	2,060	477,895	431,344	53,932	8,031,299	3.0000%	1.0687%	0.0000%	0.4461%	4.5148%	8,393,896	422,358	19,192	441,550	423,721	486,010	7,042,615	(25,513)	-0.36%	7%	562,191	7,604,806	
13-0001-000	PLATTSMOUTH COMMUNITY SCHOOLS	10,559,976	-	10,559,976	1,654,925	-	1,654,925	1,440,964	4,661,377	19,075,624	3.0000%	0.1379%	0.0000%	1.1107%	4.1461%	19,075,624	1,608,836	-	1,608,836	1,423,609	1,162,111	11,882,136	1,322,160	12.52%	6%	1,099,035	12,981,171	
13-0022-000	WEEPING WATER PUBLIC SCHOOLS	4,366,651	-	4,366,651	319,846	1,072	320,918	88,054	193,032	4,968,655	3.0000%	0.4511%	0.0000%	0.7807%	4.2318%	5,178,918	246,272	13,201	259,473	207,009	463,128	4,249,308	(117,343)	-2.69%	7%	347,806	4,597,114	
13-0032-000	LOUISVILLE PUBLIC SCHOOLS	6,794,008	268,359	7,062,367	674,185	3,318	677,503	377,494	1,629,086	9,746,450	3.0000%	0.7245																

# LB 583 TEEOSA Changes

- **Foundation Aid**
  - Starting with 2023/24 Certification
  - \$1,500 per Formula Student
  - 2023/24 & 2024/25 (Year 1 & 2) full amount included in Equalization calculation
  - 2025/26 (Year 3) & thereafter 60% of Foundation Aid included in resources - \$900
- **Net Option Funding**
  - Amount Reduced by \$1,500 per net positive option student

# LB 243 – Property Tax Authority

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- Creates a third mechanism for limiting school district taxation
  - Levy lid
  - Spending lid/budget authority
  - Property Tax Authority
- Functionally it's more of a Revenue Lid than a Property Tax Lid
  - Applies to **General** Fund and **Special Building** Fund ONLY.
- Allows for revenue growth each year
  - 3% for all districts
  - Membership growth
  - Poverty growth
  - LEP growth