

## Board of Education Regular Meeting

Monday, April 11, 2016 8:00 PM

Elm Creek Public Schools Media Center /Board of Education meeting room  
230 Calkins Avenue  
Elm Creek, NE 68836-0490

1. Call to Order
2. Flag Salute
3. Open Meetings Act
4. Roll Call
5. Review of Agenda
6. Citizen's Comments
7. Consent Agenda
  - 7.1. Approval of Minutes of Previous Meeting(s)
  - 7.2. Payment of Invoices for \$47,752.72
  - 7.3. Financial Reports
  - 7.4. Personnel Actions
    - 7.4.1. Recommendation to Hire
      - 7.4.1.1. Jessica Guy
      - 7.4.1.2. Heather Tool
    - 7.4.2. Resignations
      - 7.4.2.1. Andrew Votipka
      - 7.4.2.2. Amber Moore
  - 7.5. Substitute Teacher Certificate - Elizabeth Racek
8. Old Business
  - 8.1. Cathy Stankovic (High School Science)
  - 8.2. Option Enrollments for 2015-2016
  - 8.3. Policy 5205 (Graduation Requirements)
  - 8.4. Review and approval of Board policies 5401 to 5601.
  - 8.5. Principal Contract for 2016-2017
  - 8.6. Superintendent Contract 2016-2018
  - 8.7. ESU 10 Cooperative Agreements for Title I
9. New Business
  - 9.1. Lawn Treatment- weed control & fertilizer
10. Executive Session
11. Reports
  - 11.1. Curriculum, Technology and Finance Committee
  - 11.2. Buildings and Ground Committee Report
  - 11.3. Principal's Report
  - 11.4. Superintendent Report
12. Next Regular Meeting, May 9, 2016 at 8:00pm
13. Adjournment

**Board of Education Regular Meeting**

March 14, 2016 7:00 PM

Elm Creek Public Schools Media Center /Board of Education meeting room

**Attendance Taken at 7:04 PM:**

Present Board Members:

Jeff Meads  
Morgan Meier  
Lynette Mitchell  
Denise Ourada  
JC Ourada  
John Worthing

**I. Call to Order**

**II. Flag Salute**

**III. Open Meetings Act**

**IV. Roll Call**

**V. Review of Agenda**

**Motion Passed:** Motion to approve the agenda as presented passed with a motion by John Worthing and a second by JC Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**VI. Citizen's Comments**

**VII. Consent Agenda**

**Motion Passed:** Motion to approve the Consent Agenda as presented with a note of \$39,152,55 went to Great American, \$2,300 to Lazertec and \$1,093.68 to be identified passed with a motion by Denise Ourada and a second by John Worthing.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	No
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**VII.A. Approval of Minutes of Previous Meeting(s)**

**VII.B. Payment of Invoices for \$70,772.40**

**VII.C. Financial Reports**

**VII.D. Personnel Actions**

**VII.D.1. Approve Resignations**

**VII.D.1.a. Rhonda Knapp**

**VII.D.1.b. Carmen Warner**

**VIII. Old Business**

**VIII.A. First Graders' Crane Presentation**

Discussion:

The first graders presented on their field trip to Mona. the studied Sandhill Cranes. The following students presented. Breckyn Jacobitz, Brody Meier, Kassidy Kenning, Kole Steiner, Kendal Cavenee

**VIII.B. Review of 5000 through 5305 (click on weblink)**

**Motion Passed:** Having been reviewed by the board, I move that the 5000-5305 policy series be approved as is. passed with a motion by John Worthing and a second by Morgan Meier.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**IX. New Business**

**IX.A. 2016-2017 Teachers' Master Agreement and Coach or Sponsor Contract**

**Motion Passed:** I move to approve the 2016-2017 Teachers' Master Agreement and Coach or Sponsor contract as presented passed with a motion by Lynette Mitchell and a second by Denise Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**IX.B. Bargaining Agent Request for 2017-2018**

**Motion Passed:** I move to approve the Elm Creek Education Association as the sole bargaining agent for the 2017-2018 contract year passed with a motion by Morgan Meier and a second by JC Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**IX.C. Option Enrollment Capacity for 2016-2017**

**Motion Passed:** WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications; and, WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs; and, WHEREAS, the School Board has determined that the educational interests of this

school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained. NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix 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 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: passed with a motion by Lynette Mitchell and a second by Jeff Meads.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**IX.D. Approve Audit Bid for the 2015-2016 Fiscal Year**

**Motion Passed:** I move that we approve the bid for audit services from Dana Cole for 3 year period, for the 2015-2016 fiscal year passed with a motion by John Worthing and a second by Lynette Mitchell.

Jeff Meads	Yes
Morgan Meier	No
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

**X. Reports**

**X.A. Buildings and Ground Committee Report**

**X.B. Principal's Report**

**X.C. Superintendent Report**

**XI. Next Regular Meeting, April 11, 2016 at 8:00PM**

**XII. Adjournment**

**Motion Passed:** Motion to adjourn meeting at 8:14 pm passed with a motion by Denise Ourada and a second by JC Ourada.

Jeff Meads	Yes
Morgan Meier	Yes
Lynette Mitchell	Yes
Denise Ourada	Yes
JC Ourada	Yes
John Worthing	Yes

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Chairperson

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Superintendent

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR APRIL 11, 2016

**GENERAL FUND - ACCT NO. 137766 (RECONCILED 4-6-16)**

BANK BALANCE MARCH 1, 2016		\$	1,040,414.46
<b>MARCH 2016 RECEIPTS</b>			
Buffalo County		\$	102,523.10
Dawson County		\$	12.89
ESU#10 - Subpay, Voc Consortium		\$	3,214.12
NASB MEDICAID CONSORTIUM		\$	1,982.19
NDHHS - Medicaid in Schools		\$	710.44
Phelps County		\$	57,914.90
State - SA Reimburse		\$	25,158.00
State - Preschool		\$	48,326.00
State - Aid		\$	80,524.79
*State - Apportionment Adjustment		\$	(188.41)
<b>TOTAL RECEIPTS</b>		<b>\$</b>	<b>320,178.02</b>
<b>AVAILABLE BALANCE</b>		<b>\$</b>	<b>1,360,592.48</b>
<b>DISBURSEMENTS:</b>			
Bills Paid MARCH 14, 2016		\$	70,772.40
MARCH PAYROLL		\$	274,307.66
<b>TOTAL DISBURSEMENTS</b>		<b>\$</b>	<b>345,080.06</b>
<b>BOOK BALANCE APRIL 1, 2016</b>		<b>\$</b>	<b>1,015,512.42</b>
<b><u>DEPRECIATION FUND - ACCT NO 14832</u></b>			
BALANCE MARCH 1, 2016		\$	71,468.96
INTEREST		\$	17.64
RECEIVED		\$	-
<b>BOOK BALANCE APRIL 1, 2016</b>		<b>\$</b>	<b>71,486.60</b>
<b><u>CERTIFICATES OF DEPOSIT THRU MARCH 31, 2016</u></b>			
#6692 Bus Depreciation		\$	11,530.15
#6233 Track Maintenance - Issued 8/31/09		\$	16,288.22
#6013 Track Maintenance		\$	55,259.96
#6235 Unknown Capital Outlays - Issued 8/31/09		\$	16,239.67
#2232 Unemployment		\$	10,746.65
#6482 Track Maintenance - Issued 8/31/2011		\$	10,172.41
#6701 ECPS-(Issued 3-12-15)		\$	24,144.83
<b>CERTIFICATE TOTALS</b>		<b>\$</b>	<b>144,381.89</b>
<b><u>LEASE PURCHASE PROGRAM</u></b>			
Balance APRIL 1, 2016		\$	-

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR APRIL 11, 2016

**BUILDING FUND**

Balance MARCH 1, 2016	\$	69,397.19
INTEREST	\$	8.84
EXPENSES	\$	-
BUILDING FUND BOOK BALANCE APRIL 1, 2016	\$	69,406.03

**CONSTRUCTION FUND**

Balance MARCH 1, 2016	\$	-
RECEIPTS	\$	-
DISTRIBUTIONS	\$	-
CONSTRUCTION FUND BALANCE APRIL 1, 2016	\$	-

**BOND FUND (OPENED 11-12-09)**

Balance MARCH 1, 2016	\$	6,438.96
RECEIPTS	\$	-
DISBURSEMENTS	\$	-
APRIL 1, 2016 BALANCE	\$	6,438.96

**SAM ACCOUNT (REAP-1173)**

Balance MARCH 1, 2016	\$	10,193.40
DISBURSEMENTS	\$	-
APRIL 1, 2016 BALANCE	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR APRIL 11, 2016

**LUNCH FUND**

BANK BALANCE MARCH 1, 2016 (RECONCILED 4-6-16) \$ 78,448.20

**MARCH RECEIPTS**

LUNCH SALES	\$	4,123.32
Federal Reimbursement Lunch	\$	4,043.51
Federal Reimbursement Breakfast	\$	961.91
EFUND PAYMENTS	\$	261.00
State Reimbursement	\$	685.14
TRANSFERS FROM GENERAL ACCT	\$	-
<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>10,074.88</b>

AVAILABLE BALANCE \$ 88,523.08

**MARCH DISBURSEMENTS**

Returned Checks.	\$	-
General Expenses	\$	707.45
Food/Groceries/Milk Etc.	\$	6,624.06

**TOTAL DISBURSEMENTS** **\$ 7,331.51**

BANK BALANCE APRIL 1, 2016 \$ 81,191.57

**APRIL BILLS**

BERNARD FOODS	\$	-
CASH-WA	\$	3,328.93
DOUBLE D	\$	61.84
FOSTERS	\$	52.34
HEARTLAND REFRIGERATION (Milk case)	\$	-
HILAND DAIRY	\$	1,566.00
NE FOOD DISTR PROGRAM	\$	575.49
THOMPSON	\$	1,278.61
	<b>\$</b>	<b>6,863.21</b>

ACTIVITY FUND  
TREASURER'S REPORT  
FOR 4-11-16  
RECONCILED 4-6-16

Account Description	Beg Mar	EXPENSES	INCOME	End Mar
ACCELERATED READER	\$ 3,820.64	\$ -	\$ 138.55	\$ 3,959.19
ALUMNI	\$ 54.28	\$ -	\$ -	\$ 54.28
ANNUAL	\$ (6,998.34)	\$ -	\$ -	\$ (6,998.34)
ATTEND/VAL SCHOL (tea conc)	\$ 1,355.65	\$ -	\$ -	\$ 1,355.65
BAND	\$ (6,802.84)	\$ -	\$ -	\$ (6,802.84)
BAND CLUB	\$ -	\$ -	\$ -	\$ -
BAND INSTR RENTAL	\$ 535.00	\$ -	\$ -	\$ 535.00
BBALL	\$ (4,431.71)	\$ 144.49	\$ 1,339.81	\$ (3,236.39)
BOARD SCHOLARSHIP FUND	\$ 252.54	\$ -	\$ -	\$ 252.54
BOYS BBALL CLUB	\$ 982.66	\$ 41.95	\$ -	\$ 940.71
CHEER	\$ 1,035.13	\$ -	\$ -	\$ 1,035.13
CHOIR	\$ (5,578.72)	\$ 1,292.25	\$ -	\$ (6,870.97)
CHOIR CLUB	\$ 1,412.30	\$ -	\$ 194.37	\$ 1,606.67
CLASS OF 2009	\$ (54.64)	\$ -	\$ -	\$ (54.64)
CLASS OF 2010	\$ 78.45	\$ -	\$ -	\$ 78.45
CLASS OF 2013	\$ 292.21	\$ -	\$ -	\$ 292.21
CLASS OF 2014	\$ 116.95	\$ -	\$ -	\$ 116.95
CLASS OF 2015	\$ 29.30	\$ -	\$ -	\$ 29.30
CLASS OF 2016	\$ (1,455.49)	\$ -	\$ -	\$ (1,455.49)
CLASS OF 2017	\$ 3,920.47	\$ -	\$ -	\$ 3,920.47
CLASS OF 2018	\$ 4,362.85	\$ -	\$ -	\$ 4,362.85
CLASS OF 2019	\$ 4,779.61	\$ -	\$ -	\$ 4,779.61
CLASS OF 2020	\$ 3,489.20	\$ -	\$ -	\$ 3,489.20
CLASS OF 2021	\$ -	\$ -	\$ -	\$ -
COMP PURCHASE	\$ (151.23)	\$ -	\$ -	\$ (151.23)
CONCESSIONS	\$ (9,222.95)	\$ 2,669.29	\$ 2,533.10	\$ (9,359.14)
COURTESY COMMITTEE	\$ 267.82	\$ -	\$ -	\$ 267.82
CROSS COUNTRY	\$ (1,480.13)	\$ -	\$ -	\$ (1,480.13)
CROSS COUNTRY CLUB	\$ 622.40	\$ -	\$ -	\$ 622.40
DANCE CLUB	\$ (476.35)	\$ -	\$ -	\$ (476.35)
DRAMA	\$ (272.99)	\$ -	\$ -	\$ (272.99)
ELEM PLAYGROUND	\$ -	\$ -	\$ -	\$ -
FCCLA	\$ (2,337.76)	\$ 1,079.60	\$ 1,521.00	\$ (1,896.36)
FCS - PATTERNS	\$ 440.46	\$ -	\$ -	\$ 440.46
FFA	\$ 6,092.18	\$ 2,422.37	\$ 688.25	\$ 4,358.06
FINE ARTS	\$ 111.83	\$ -	\$ 14,000.00	\$ 14,111.83
FOB CHECKOUT	\$ 2,250.00	\$ -	\$ 150.00	\$ 2,400.00
FOOTBALL	\$ (21,618.20)	\$ 1,144.94	\$ -	\$ (22,763.14)

ACTIVITY FUND  
TREASURER'S REPORT  
FOR 4-11-16  
RECONCILED 4-6-16

Account Description		EXPENSES	INCOME	End Mar
FOOTBALL CLUB	\$ 6,634.63	\$ -	\$ -	\$ 6,634.63
GENERAL DONATION FUND	\$ 539.10	\$ -	\$ -	\$ 539.10
GENERAL EXPENSES/INCOME	\$ (940.50)	\$ 2,850.34	\$ 3,888.25	\$ 97.41
GENERAL POSTAGE	\$ (389.65)	\$ 58.25	\$ 142.20	\$ (305.70)
GIRLS BBALL CLUB	\$ 995.77	\$ -	\$ 204.00	\$ 1,199.77
GOLF	\$ (3,282.05)	\$ 50.00	\$ -	\$ (3,332.05)
GOLF CLUB	\$ 538.81	\$ -	\$ -	\$ 538.81
GYM RENT	\$ 5,101.50	\$ -	\$ 888.00	\$ 5,989.50
IND TECH SPECIAL FUND	\$ 1,894.79	\$ -	\$ -	\$ 1,894.79
INSURANCE	\$ (1,780.35)	\$ 5,831.69	\$ 4,689.32	\$ (2,922.72)
IPADs	\$ 12,234.51	\$ -	\$ 17.63	\$ 12,252.14
IRS 125	\$ (437.78)	\$ 150.00	\$ 150.00	\$ (437.78)
LASER	\$ 10.41	\$ -		\$ 10.41
MISCELLANEOUS	\$ 7,513.93	\$ -	\$ 307.00	\$ 7,820.93
MOTOR CLUB	\$ 849.57	\$ -	\$ -	\$ 849.57
MUSIC TRIP	\$ 1,824.12	\$ -	\$ -	\$ 1,824.12
NHS	\$ 2,153.13	\$ 105.80	\$ 316.00	\$ 2,363.33
ONE ACT	\$ (392.10)	\$ -	\$ -	\$ (392.10)
PRES FREE SCHOL	\$ (166.36)	\$ -	\$ -	\$ (166.36)
PRESCHOOL	\$ 27,564.75	\$ -	\$ 1,450.00	\$ 29,014.75
PROM	\$ 871.04	\$ -	\$ -	\$ 871.04
RETIREMENT	\$ 44.91	\$ -	\$ -	\$ 44.91
SCHOOL PLAY	\$ 383.80	\$ -	\$ -	\$ 383.80
SIGN ADVERTISING	\$ 9,610.58	\$ -	\$ -	\$ 9,610.58
SPECIAL ED	\$ 1,203.83	\$ 178.79	\$ -	\$ 1,025.04
SRS GIFTS	\$ 38.62	\$ -	\$ -	\$ 38.62
STU COUNCIL	\$ 1,190.34	\$ -	\$ -	\$ 1,190.34
SUPERMERCADO	\$ 176.68	\$ -	\$ -	\$ 176.68
SURPLUS PRO	\$ 93.00	\$ -	\$ -	\$ 93.00
TRACK	\$ (7,320.05)	\$ 340.00	\$ -	\$ (7,660.05)
TRACK CLUB	\$ 2,531.06	\$ -	\$ -	\$ 2,531.06
VOLLEYBALL	\$ (16,517.89)	\$ -	\$ -	\$ (16,517.89)
VOLLEYBALL CLUB	\$ 2,030.78	\$ -	\$ -	\$ 2,030.78
WRESTLING	\$ (14,713.19)	\$ 1,734.43	\$ 223.22	\$ (16,224.40)
WRESTLING CLUB	\$ 2,613.72	\$ 663.00	\$ -	\$ 1,950.72
	\$ 18,124.04	\$ 20,757.19	\$ 32,840.70	\$ 30,207.55
Page 5 of 5				

# Check Register

Direct

Dep. Invoice	Check Number	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
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**Checks Printed**

**1 - GENERAL FUND**

Bank Account :A - General Fund

00014004		04/11/2016	ACTIFUND		Activity Fund	
12330		03/01/2016		04/07/2016	TOKENS FOR BUSES	50.00
12331		03/01/2016		04/07/2016	QTRS TO WASH BUSES	50.00
12339		03/07/2016		04/07/2016	FLEX PLAN FEES	150.00
12344		03/07/2016		04/07/2016	POSTAGE	45.54
12349		03/14/2016		04/07/2016	POSTAGE	12.71
12351		03/21/2016		04/07/2016		172.32
12355		03/21/2016		04/07/2016	QUIZ BOWL QUESTIONS.	25.00
12359		03/21/2016		04/07/2016	QUIZ BOWL	59.00
12361		03/21/2016		04/07/2016	QUIZ BOWL QUESTIONS	106.80
12362		03/21/2016		04/07/2016	OFFICE EXP	536.73
12362A		03/21/2016		04/07/2016	ENGLISH BOOKS	13.97
12362B		03/21/2016		04/07/2016	CARLTON CONFERENCE	154.79
12362C		03/21/2016		04/07/2016	TECHN-PERKINS GRANT	494.44
12364D		03/21/2016		04/07/2016	LIBRARY-PERKINS GRANT	980.29

Check Total 2,851.59

00014005		04/11/2016	AGDRYER		Ag Dryer Services	
29145		03/14/2016		04/07/2016	SQUARE TUBE FOR SHOP	43.60

Check Total 43.60

00014006		04/11/2016	AGRICOOOP		CHS AGRI SERVICE CENTER	
033116		03/31/2016		04/07/2016	FUEL ETC	1,378.21

Check Total 1,378.21

00014007		04/11/2016	ALPHAREH		ALPHA REHABILITATION P.C.	
1185		03/31/2016		04/07/2016	SPED SERVICES	476.13

Check Total 476.13

00014008		04/11/2016	BAMFORD		BAMFORD, INC	
15125		02/04/2016		04/07/2016	REPLACE FIRE SPRINK LINE	474.58

Check Total 474.58

00014009		04/11/2016	BAUERRI		RICK BAUER	
040716		04/07/2016		04/07/2016	ELEC-BUS STORE-3 MOS	120.00

Check Total 120.00

00014010		04/11/2016	CENTURY		CENTURYLINK	
040716		04/07/2016		04/07/2016		309.42

Check Total 309.42

00014011		04/11/2016	CHARTERC		CHARTER COMMUNICATIONS	
040716		04/07/2016		04/07/2016		206.23

Check Total 206.23

00014012		04/11/2016	EAKESOFF		EAKES OFFICE PRODUCTS	
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# Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	6909706-0	03/28/2016		04/07/2016 COPIER	460.00
	6910822-0	03/28/2016		04/07/2016 CARD READER	800.00
	6912474-0	03/28/2016		04/07/2016 COPIER	124.00
	6928584-0	03/11/2016		04/07/2016 STAPLES	178.00
	6928586-0	03/11/2016		04/07/2016 STAPLES	31.50
				Check Total	1,593.50
00014013		04/11/2016	ECOLABPR	Ecolab Professional Products	
	7376732	03/16/2016		04/07/2016 PEST ELIMINATION	66.29
				Check Total	66.29
00014014		04/11/2016	ECOWATER	ECOWATER SYSTEMS	
	1028704	03/24/2016		04/07/2016 SOFT SALT	210.00
				Check Total	210.00
00014015		04/11/2016	ESU10	Educational Service Unit 10	
	032316	03/23/2016		04/07/2016 SPED SERVICES	8,968.39
				Check Total	8,968.39
00014016		04/11/2016	FOSTFAMI	Foster's Family Foods	
	CODE 14 - 033116	03/31/2016		04/08/2016 FCS	201.08
	CODE 14 - 03312016	03/31/2016		04/07/2016 FCS	201.08
				Check Total	402.16
00014017		04/11/2016	GRACZYKL	GRACZYK LAWN & LANDSCAPE	
	25325	03/25/2016		04/07/2016 AERATION	2,070.00
	25598	03/28/2016		04/07/2016 FERTILIZER	1,194.00
				Check Total	3,264.00
00014018		04/11/2016	HAPPP	HAPP PUBLISHING	
	021816	02/18/2016		04/07/2016 FEB MTG MINUTES	47.25
	031016	03/10/2016		04/07/2016 MARCH MTG NOTICE	3.44
	032416	03/24/2016		04/07/2016 BID NOTICE	93.75
	032416A	03/24/2016		04/07/2016 MARCH MTG MINUTES	52.41
				Check Total	196.85
00014019		04/11/2016	HOMETOWN	Hometown Leasing	
	12793163-001	03/15/2016		04/07/2016 COPIERS	1,539.64
	12793163-002	04/01/2016		04/07/2016 COPIERS	1,539.64
				Check Total	3,079.28
00014020		04/11/2016	INSTRU	THE INSTRUMENTALIST PRODUCTS CO.	
	032116	03/21/2016		04/07/2016 CHOIR AWARDS	68.00
				Check Total	68.00
00014021		04/11/2016	ISLANDSU	Island Supply Welding	
	148958	03/31/2016		04/07/2016	60.76

# Check Register

Direct

Dep. Invoice	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	
				Check Total	60.76
00014022	04/11/2016	JUNIOR		JUNIOR LIBRARY GUILD	
312290	04/01/2016		04/07/2016	LIBRARY	189.60
				Check Total	189.60
00014023	04/11/2016	KEARNEYRE		KEARNEY RENTAL PROS	
2125	03/28/2016		04/07/2016	ELECTRICITY	22.56
				Check Total	22.56
00014024	04/11/2016	LINWELD		MATHESON TRI GAS	
12748788	01/29/2016		04/07/2016		180.22
13058700	03/21/2016		04/07/2016		369.26
50944598	12/31/2015		04/07/2016		116.64
50956313	01/31/2016		04/07/2016		116.64
50968070	02/29/2016		04/07/2016		116.72
50979850	03/31/2016		04/07/2016		124.08
				Check Total	1,023.56
00014025	04/11/2016	MENARD		MENARDS - KEARNEY	
4050	03/30/2016		04/07/2016	CLEANERS, FILTERS ETC	160.45
				Check Total	160.45
00014026	04/11/2016	MOSAIC		MOSAIC	
AXT0216	03/21/2016		04/07/2016	FEBRUARY 2016	2,966.04
				Check Total	2,966.04
00014027	04/11/2016	NMCEXCH		NMC EXCHANGE LLC	
INV107652	03/28/2016		04/07/2016	'13 FUEL DOOR REPAIR	411.93
INV107655	03/28/2016		04/07/2016	'08 SHOCK ABSORBER	811.55
				Check Total	1,223.48
00014028	04/11/2016	NORTHTOO		NORTHERN TOOL & EQUIPMENT	
35153528	04/06/2016		04/07/2016	12" SLIDING COMPOUND	599.00
				Check Total	599.00
00014029	04/11/2016	NPPD		NEBRASKA PUBLIC POWER DISTRICT	
211010056740-0	03/15/2016		04/07/2016	BUS BARN	27.37
31516					
211010056744-0	03/15/2016		04/07/2016	BALLFIELD	27.37
31516					
211010056748-0	03/15/2016		04/07/2016	230 E CALKINS AVE	3,899.96
31516					
				Check Total	3,954.70
00014030	04/11/2016	PEPPERJW		JW PEPPER	
03472636	02/29/2016		04/07/2016	CHOIR MUSIC	11.97
				Check Total	11.97

# Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Amount
	00014031	04/11/2016	PERRY	Perry, Guthery, Haase & Gessford, PC, LLO	
	032416	03/24/2016		04/07/2016	75.00
				Check Total	75.00
	00014032	04/11/2016	POPPLERS	Popplers	
	1896299	03/16/2016		04/07/2016 CHOIR MUSIC	16.94
				Check Total	16.94
	00014033	04/11/2016	QUILL	Quill	
	4645175	04/01/2016		04/07/2016 INK CART	64.50
				Check Total	64.50
	00014034	04/11/2016	SERVICE	SERVICEMASTER OF MID NE	
	12438	03/31/2016		04/07/2016 2010 ADDITION	3,466.00
	12439	03/31/2016		04/07/2016 ELEM FACILITY	3,719.00
				Check Total	7,185.00
	00014035	04/11/2016	SOURCE	SOURCEGAS LLC	
	201181382558	03/22/2016		04/07/2016 230 E CALKINS	1,338.77
	201359279098	03/22/2016		04/07/2016 225 E BOYD	914.54
	201537249450	03/22/2016		04/07/2016 122 N CHURCH	123.53
				Check Total	2,376.84
	00014036	04/11/2016	STATENE	STATE OF NEBRASKA	
	999154	03/01/2016		04/07/2016	227.47
				Check Total	227.47
	00014037	04/11/2016	THOMPSON	THE THOMPSON CO.	
	1718156	03/03/2016		04/07/2016 CAN LINERS, TISSUE, TOWELS	162.05
	1721092	03/10/2016		04/07/2016 CAN LINERS, TISSUE, TOWELS	102.07
	1727229	03/24/2016		04/07/2016 CAN LINERS, TISSUE, TOWELS	313.22
	1729908	03/31/2016		04/07/2016 CAN LINERS, TISSUE, TOWELS	218.54
				Check Total	795.88
	00014038	04/11/2016	USPOSTAL	US Postal Service	
	040716	04/07/2016		04/07/2016 STAMPED ENVELOPES	569.00
				Check Total	569.00
	00014039	04/11/2016	VERIZON	VERIZON WIRELESS	
	9761624602	04/01/2016		04/07/2016 CELL PHONE	43.84
				Check Total	43.84
	00014040	04/11/2016	WOODWARDS	WOODWARDS DISPOSAL SERVICE	
	NO8663-644	03/28/2016		04/07/2016 SHRED SERVICE	25.00
				Check Total	25.00
	00014041	04/11/2016	YANDA'S	YANDA'S MUSIC	
	280184	03/24/2016		04/07/2016 CLAVINOVA RENT-FKC	475.00

ALL Data

# Check Register

Arranged by:  
Check Number

Direct

Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	
				Check Total	475.00
00014042	04/11/2016	YARD		THE YARD FARMER	
141662	02/10/2016		04/07/2016	SNOW REMOVAL	1,977.90
				Check Total	1,977.90
				<b>1 - GENERAL FUND Totals:</b>	<b>47,752.72</b>
				<b>Total of Checks Printed:</b>	<b>47,752.72</b>
				<b>Report Total:</b>	<b>47,752.72</b>

**CHECK REGISTER FOR ACTIVITY ACCOUNT: MARCH 2016**

Check Number	Date	Paid To	Description	Amount
<b>Bank ID: C</b>	<b>Activity Fund</b>			
12330	3/1/2016	Foster's Family Foods	TOKENS TO WASH BUSES	\$ 50.00
12331	3/1/2016	Firstier Bank	QUARTERS TO WASH BUSES	\$ 50.00
12333	3/7/2016	Cash Wa Distributing	CONCESSION STAND CANDY ETC	\$ 1,040.19
12334	3/7/2016	CHESTERMAN CO.	POP - MACHINE & CONCESSIONS	\$ 780.50
12335	3/7/2016	CRICKET SPORTS	STATE WRESTLING SHIRTS	\$ 663.00
12336	3/7/2016	Kearney Floral	FLOWERS-FUNERAL	\$ 41.95
12337	3/7/2016	LOU'S SPORTING GOODS	FACE MASKS	\$ 640.00
12338	3/7/2016	FFA CONVENTION TOUR - NE GROUP	CONVENTION TOUR	\$ 675.00
12339	3/7/2016	PAYFLEX SYSTEMS USA	FEBRUARY	\$ 150.00
12340	3/7/2016	SPORTDECALS	HELMET DECALS	\$ 165.94
12341	3/7/2016	SPRINGHILL SUITES	STATE WRESTLING	\$ 1,245.44
12342	3/7/2016	TRACK WRESTLING	ELM CREEK INVITE	\$ 85.00
12343	3/7/2016	WAL-MART	ROSES-PARENT'S NITE	\$ 80.49
12344	3/7/2016	Postmaster	POSTAGE	\$ 45.54
12345	3/10/2016	Hobby Lobby	FFA PROJECT	\$ 22.41
12346	3/10/2016	Foster's Family Foods	SLOW COOKER LINERS	\$ 4.60
12347	3/10/2016	EUSTIS-FARNAM HIGH SCHOOL	SPEECH ENTRY FEES	\$ 42.00
12348	3/10/2016	FUNDRAISING UNIVERSITY	POPCORN FUNDRAISER	\$ 1,019.70
12349	3/14/2016	Postmaster	MAIL BOX TOPS	\$ 12.71
12350	3/14/2016	NEMFCA	CAMP-3 COACHES	\$ 90.00
12351	3/21/2016	KITCHEN HELP	KITCHEN	\$ 172.32
12352	3/21/2016	RENEE BAUER	BOOKS-SUBS & DISTRICTS	\$ 60.00
12353	3/21/2016	UNIVERSITY OF NEBRASKA KEARNEY	MEET ENTRY FEES	\$ 130.00
12354	3/21/2016	CAMBRIDGE HIGH SCHOOL	GOLF ENTRY FEES	\$ 50.00
12355	3/21/2016	SOUTHERN VALLEY SCHOOLS	HAL FUND-QUIZ BOWL	\$ 25.00
12356	3/21/2016	Overton Public School	JH WR-ENTRY FEES	\$ 40.00
12357	3/21/2016	NEBRASKA FFA ASSN	ACT/LEVERAGE CONF	\$ 750.00
12358	3/21/2016	BLUE CROSS BLUE SHIELD OF NE	BOARD MEMBER PREMIUMS	\$ 5,831.69
12359	3/21/2016	PLATINUM PLUS FOR BUSINESS	HAL FUNDS - QUIZ BOWL	\$ 59.00
12360	3/21/2016	VOID	VOID	\$ -
12361	3/21/2016	ADADEMIC HALLMARKS INC	HAL FUNDS - QUIZ BOWL QUEST	\$ 106.80
12362	3/21/2016	CORPORATE PAYMENT SYSTEMS	TECH, FFA, MTGS, BOOKS, ST WR	\$ 2,868.96
12363	3/21/2016	WAL-MART	FCCLA	\$ 59.90
12364	3/21/2016	COACHCOMM, LLC	PROTECTION PLAN	\$ 249.00
12365	3/22/2016	GREAT PLATTE RIVER ARCHWAY MON	4TH GRADE FT	\$ 144.00
12366	3/22/2016	LANCE BRISTOL	FKC MUSIC JUDGE	\$ 332.80
12367	3/22/2016	BILL REICHERT	FKC MUSIC JUDGE	\$ 313.12
12368	3/22/2016	EDWARD KOHEL	FKC MUSIC JUDGE	\$ 312.30
12369	3/22/2016	DALE RITTER	FKC MUSIC JUDGE	\$ 334.03
12370	3/22/2016	AXTELL SCHOOLS	ENTRY FEES	\$ 100.00
12371	3/22/2016	ELWOOD SCHOOLS	ENTRY FEES	\$ 110.00
12372	3/22/2016	VOID	VOID	\$ 100.00
12373	3/22/2016	Firstier Bank	START CHANGE	\$ 305.00
12374	3/23/2016	LITTLE CAESER'S	FKC CHOIR CONC	\$ 124.80
12375	3/24/2016	Firstier Bank	START CHANGE	\$ 520.00
12376	3/30/2016	GRAFTON & ASSOCIATES	FCCLA STATE LDRSHIP CONF	\$ 829.00

General Fund Summary Report\_APRIL\_2016.xlsx

General Fund	Expenditures	15/16 Budget	Expended During Month	Spent YTD 15/16	Balance Remaining	% Remaining
1100	All Instruction	\$ 2,544,914.00	\$ 164,275.00	\$ 1,195,159.00	\$ 1,346,624.00	52.91
1200	Special Education Programs	\$ 475,500.00	\$ 37,718.00	\$ 267,653.00	\$ 207,216.00	43.57
2100	Guidance Services	\$ 198,419.00	\$ 17,794.00	\$ 131,290.00	\$ 67,129.00	33.83
2200	Library	\$ 53,300.00	\$ 3,530.00	\$ 26,490.00	\$ 25,830.00	48.46
2300	General Administration	\$ 288,800.00	\$ 20,032.00	\$ 111,398.00	\$ 177,130.00	61.33
2400	Office of the Principal	\$ 104,100.00	\$ 8,293.00	\$ 58,268.00	\$ 45,832.00	44.02
2500	Business Support	\$ 257,100.00	\$ 13,067.00	\$ 94,405.00	\$ 160,356.00	62.37
2600	Maint. & Operation of Buildings	\$ 531,200.00	\$ 46,480.00	\$ 321,664.00	\$ 187,310.00	35.26
2700	Pupil Transportation	\$ 209,500.00	\$ 9,574.00	\$ 90,364.00	\$ 116,435.00	55.57
3000	State Catagorical Programs	\$ 101,417.00	\$ 7,632.00	\$ 55,958.00	\$ 45,459.00	44.82
4000	Federal Programs	\$ 215,353.00	\$ 16,685.00	\$ 123,950.00	\$ 79,736.00	37.02
5000	Debt Services	\$ -		\$ -	\$ -	-
8000	Transfers to Other Funds	\$ -			\$ -	-
9000	Miscellaneous	\$ 2,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	50.00
	<b>Total Expenditures</b>	\$ 4,981,603.00	\$ 345,080.00	\$ 2,477,599.00	\$ 2,460,057.00	49.37



## Elm Creek Public Schools

230 East Calkins Ave., PO Box 490

Elm Creek, NE 68836

(308) 856-4300 phone (308) 856-4907 fax

[www.elmcreekschools.org](http://www.elmcreekschools.org)

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April 11, 2016

Dear Mr. Tickle,

I would like to recommend the hire of Jessica Guy as a teacher for the Elm Creek Public Schools. Jessica is a graduate of Seward High School and the University of Nebraska-Lincoln. Jessica has worked as a math teacher the past several years in the Axtell Public School systems. Jessica is also the Cheerleader sponsor for AHS. She will be teaching Math, some business courses and will be the head Cheerleader sponsor at ECHS.

Jessica will be an outstanding addition to our school system and is already a resident of our community. Thank you for your consideration.

Sincerely,

*Jason Sullivan*

Jason Sullivan, Principal



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---

April 11, 2016

Dear Mr. Tickle,

I would like to recommend the hire of Heather Tool as a teacher for the Elm Creek Public Schools. Heather has worked as a teacher for the Lexington Public School systems. She will be teaching Family Consumer Science at ECHS. Heather will also be the assistant cheerleader sponsor.

Heather will be an outstanding addition to our school system and is already a resident of our community. Thank you for your consideration.

Sincerely,

*Jason Sullivan*

Jason Sullivan, Principal

Andrew Votipka  
110 ½ Front Street  
Elm Creek, NE  
402-418-8398  
[andrew.votipka@elmcreekschools.org](mailto:andrew.votipka@elmcreekschools.org)

April 4<sup>th</sup> 2016

Elm Creek School Board  
230 East Calkins Ave  
Elm Creek, NE

Dear Elm Creek School Board,

I am writing to inform you that I am resigning from my position as the instrumental instructor for Elm Creek Public Schools at the end of the 2015-2016 school year in May.

I would like to thank you all for the great learning experience this job has provided me with. I appreciate all the things the administration has done for me such as allowing me to go to teacher workshops with other new teachers and workshops focused in my area such as NMEA. I have enjoyed working with the Elm Creek faculty and staff and it was great to see how knowledgeable and helpful all of them are.

Thank you once again for the opportunity to teach and learn at Elm Creek Public Schools.

Yours sincerely,

Andrew Votipka

A handwritten signature in black ink, appearing to read "Andrew Votipka", with a long horizontal line extending to the right.

School Board  
Elm Creek Public Schools  
230 E Calkins Ave.  
Elm Creek, NE 68836

April 5<sup>th</sup>, 2014

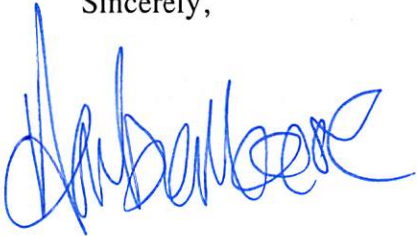
Dear Elm Creek School Board Association,

This letter is to formally inform to you my resignation from Elm Creek Public Schools. I have truly appreciated everything Elm Creek has offered to our family, however I feel that it is time for me to move on in my career.

I have grown as an individual and learned much from the individuals within this wonderful district; I have enjoyed working alongside the teachers and staff of the school and forming professional, but friendly relationships along the way. I will take the lessons I've learned here as I progress further in my academic career.

With great dismay, I must give my resignation letter and with much respect, I have appreciated the opportunity that was given to me. Hopefully, I will be replaced by someone with the same passion for knowledge and teaching that I have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amber Moore". The signature is fluid and cursive, with a large initial "A" and a long, sweeping tail.

Amber Moore



# Elm Creek Public Schools

230 East Calkins Ave., PO Box 490

Elm Creek, NE 68836

(308) 856-4300 phone (308) 856-4907 fax

[www.elmcreekschools.org](http://www.elmcreekschools.org)

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April 11, 2015

Teacher Certification Office

P O Box 94987

Lincoln NE 68509-4987

Fax: 402-742-2359

To Whom It May Concern:

The use of the local substitute teaching certificates has been approved by the Board of Education of the Elm Creek Public Schools. I request that you issue a local substitute teaching certificate to:

**Elizabeth Racek**

Sincerely,

Dean Tickle, Superintendent  
Elm Creek Public Schools





StudentsGraduation

To participate in commencement exercises or receive an Elm Creek 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 Elm Creek Public Schools must accumulate 240 hours. The total graduation requirements must include the following core curriculum:

English	40	Semester Hours
Science	30	Semester Hours
Math	30	Semester Hours
Social Studies	30	Semester Hours
(American History and American Government and one other Social Studies course)	5	Semester Hours
Physical Education or Health	5	Semester Hours
Speech I	5	Semester Hours
Art, Band or Music	5	Semester Hours
Required	145	Semester Hours
Electives	95	Semester Hours
<b>Total</b>	<b>240</b>	<b>Semester Hours</b>

\*Elm Creek Students must also pass a required Civics test as outlined in **Board Policy 5209**, as adopted on February 8, 2016.

Legal Reference: Neb. Rev. Stat. § 79-729  
NDE Rule 10  
EC BOE Policy 5209

Date of Adoption: August 12, 2013  
Date of Revision: April 11, 2016

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Elm Creek Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

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

Students: Jason Sullivan, Principal, 230 East Calkins Ave., Elm Creek, NE 68836, (308) 856-4300, [jason.sullivan@elmcreekschools.org](mailto:jason.sullivan@elmcreekschools.org)

Employees and Others: Dean Tickle, Superintendent, 230 East Calkins Ave., Elm Creek, NE 68836, (308) 856 -4300, [dean.tickle@elmcreekschools.org](mailto:dean.tickle@elmcreekschools.org)

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 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).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The Elm Creek Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

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

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

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

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature; including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its

effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

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

**2. Anti-retaliation:**

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

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

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

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

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

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination,

including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

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

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.

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

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

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

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

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

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

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

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

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Remedies:**

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

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

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

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

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

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

- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

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

**5. Confidentiality:**

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

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

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

**6. Training:**

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

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

**7. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**8. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Date of Adoption: August 10, 2015  
Date of Review: April 11, 2016

**Complaint Form  
Discrimination, Harassment or Retaliation**

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

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: Jason Sullivan, Principal, 230 East Calkins, Elm Creek, NE, 68836 (308) 856-4300,  
Email: jason.sullivan@elmcreekschools.org  
Employees and Others: Dean Tickle, Superintendent, 230 East Calkins, Elm Creek, NE, 68836  
(308) 856-4300, Email: dean.tickle@elmcreekschools.org

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

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

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

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

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

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

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

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

Students

Child Abuse and Neglect

School employees shall report to the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, or circumstances which reasonably would result in abuse or neglect. The principal will report the matter to the proper law enforcement agency or other agency as required by law.

Legal Reference: Neb. Rev. Stat. § 28-711

Date of Adoption: August 12, 2013

StudentsMarried/Pregnant Students

Married students shall have the same educational opportunities in this school system as unmarried students.

Further, school-age children who are pregnant, whether married or unmarried, shall be allowed to remain in school, and services for them shall be made a regular part of the school system. Any variation from their continuing in regular school classes shall be based upon their assessed needs. A pregnant girl may remain in her regular school program as long as her physical and emotional condition permits.

Legal References: Neb. Rev. Stat. §§ 79-2114 to 79-2124  
20 U.S.C. § 1681 (Title IX)

Date of Adoption: August 12, 2013

StudentsCorporal Punishment

Corporal punishment is prohibited. No staff member or other agent of the District may use physical force with a student except to the extent such is reasonably necessary for self-defense, the protection of persons or the safe-guarding of property, and only such physical force as is reasonably necessary for such purposes shall be used.

Legal Reference: Neb. Rev. Stat. § 79-295  
NDE Rule 27

Date of Adoption: August 12, 2013

StudentsSearch and Seizures

The District shall comply with all applicable state and federal laws related to record maintenance and retention. When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
2. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a noninvestigatory work-related purpose, such as to retrieve a file.
3. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable.
2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. § 28-1204.04 (firearms)  
State Records Administrator Guidelines:  
Schedule 10: Records of Local School Districts (Feb. 1989)  
Schedule 24: Local Agencies General Records (March 2005)  
Electronic Imaging Guidelines (March 2003)

Date of Adoption: August 12, 2013

Students

Vandalism

Students and their parents shall be responsible for all damage to equipment or school property. This responsibility applies in the matter of books and supplies of all kinds, as well as equipment, buildings and grounds.

Legal Reference: Neb. Rev. Stat. § 79-237

Date of Adoption: August 12, 2013

StudentsHealth Inspections

The school district shall cause every child under its jurisdiction to be separately and carefully inspected, except as otherwise provided by law, to ascertain if such a child is suffering from (1) defective sight or hearing, (2) dental defects, or (3) other conditions as prescribed by the Department of Health and Human Services ("Department"). Such inspections shall be conducted on a schedule prescribed by the Department and shall be based on current medical and public health practice. In lieu of conducting the inspections, the school board may employ regularly licensed physicians to make such inspections.

If such inspection determines that any child has defective sight or hearing, dental defects, or other condition for which screening is required, the school shall notify the parent of the child in writing of such condition and explain to the parent the necessity of professional attendance for such child.

Whenever a child apparently shows symptoms of any contagious or infectious disease, such child shall be sent home immediately or as soon as safe and proper conveyance can be found and the school board shall be at once notified. Such student may be excluded from school as provided in the Student Discipline Act.

A child shall not be required to submit to an inspection required by this policy if his or her parent or guardian provides school authorities with a statement signed by a physician, a physician assistant, or an advanced practice registered nurse practicing under and in accordance with his or her respective credentialing act or other qualified provider as identified by the Department's applicable rules and regulations, stating that such child has undergone such required inspection within the past six months. A child shall submit to any required inspection for which such a statement is not received.

Legal Reference:      Neb. Rev. Stat. §§ 79-248 and 79-249  
                              Neb. Rev. Stat. § 79-264  
                              Neb. Rev. Stat. § 79-526

Date of Adoption:    August 12, 2013

StudentsCommunicable DiseasesCommunicable Disease Control

Elm Creek Public Schools shall cooperate with county and state health department officials in developing procedures for the control of communicable diseases in the schools. All procedures shall conform to the regulations for communicable disease control set up by the state health department.

In general, a student with a communicable condition will be allowed to attend school in the student's usual class setting only after written approval has been secured from the student's physician stating that the disease is not in a communicable stage. Without such a written statement, a student with a communicable condition is subject to an emergency exclusion. The school reserves the right to consult with a second physician to secure another opinion if a second opinion is deemed necessary by school personnel.

In general, a district employee with a communicable condition will be allowed to work only after securing a physician's written statement indicating that the disease is not in a communicable stage. The school reserves the right to secure an independent second opinion if such is deemed necessary.

Students' Communicable Conditions

- A) The school principal and the Student Assistance Team will function as liaisons with the student's physician as necessary, and will coordinate the health management procedures within the school building.
- B) The decision to exclude a student from school shall be made by the Superintendent, after consultation with the appropriate building principal. Decisions regarding the type of educational setting for students who are not excluded from classes will be based on the behavior, neurological development and physical condition of the student and the expected type of interaction within others in that setting. Educational plans for these students will be developed by the Student Assistance Team, with the help of parents or guardians and the appropriate medical personnel.
- C) The privacy of the student and family must be protected, and knowledge that a student has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions, and they will be made aware of confidentiality requirements.
- D) Students who present a high risk of disease transmission may be temporarily excluded from school by the administration after consultation with the Student Assistance Team,

the student's physician, parents, and/or their representative, school nurse, or the school's physician.

- E) A student might be considered at high risk if the student: exhibits behaviors that may spread the disease (e.g., biting, lacks toilet training or is incontinent) or has an open sore that cannot be concealed or hygienically covered, any of which could result in direct spreading of the condition or disease.
- F) During the time a student is excluded from the classroom, an appropriate alternative or adjustment to the student's education will be provided. The Student Assistance Team will review long-term cases at least monthly, or more often if necessary.

#### Employees' Communicable Conditions

- A) Any employee who contracts a communicable condition should report the same to the building principal who should, in turn, report to the Superintendent in a confidential manner. The Superintendent shall then consult with the employee and appropriate medical personnel to evaluate the medical and psychological condition of the employee. The Superintendent shall recommend reasonable accommodations so that the employee may continue in employment as long as the employee is physically able to do so.
- B) The privacy of the employee must be protected, and knowledge that an employee has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions and will be made aware of confidentiality requirements.
- C) Employees who present a high risk of disease transmission will be temporarily excluded from work after consultation with appropriate medical authorities.

Date of Adoption: August 12, 2013

StudentsMissing Persons

A missing person shall mean a person sixteen (16) years or younger reported to any law enforcement agency as abducted or lost.

Upon notification by the Nebraska State Patrol of a missing student, the school will flag the student's records in such a way that any personnel looking at such birth certificate or record shall be alerted to the fact that the birth certificate or record is of a missing person. If the record has been flagged as that of a missing person, and a request for transfer of the student's records is received, school personnel shall not forward such records to the requesting school, but shall instead notify the Principal, who shall notify the Sheriff's Department of the request and that the student is a reported missing person.

Legal Reference:      Neb. Rev. Stat. § 79-214  
                              Neb. Rev. Stat. §§ 43-2001 to 43-2012

Date of Adoption:     August 12, 2013

StudentsRequests to Contact Students and Student Interviews by Non-School PersonnelA. Removals of Students and Interviews of Students

In dealing with law enforcement officials, Elm Creek Public Schools' employees are not to obstruct government operations or unreasonably refuse or fail to aid a peace officer, but are also to attempt to prevent undue interference with District operations or educational programming.

1. Removals of Students by Law Enforcement Officials

Law enforcement officers should not be permitted to remove a child from school while the child is properly in attendance, without permission of the child's parent or guardian, except when legally authorized to do so. For purposes of this policy, a law enforcement officer is defined as: sheriffs, coroners, jailers, marshals, police officers, state highway patrol officers, members of the National Guard on active service by direction of the Governor during periods of emergency, and all other persons with similar authority to make arrests. (Neb. Rev. Stat. §49-801).

Law enforcement officers may in the line of duty require a student to accompany him or her for questioning or detention either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 with an arrest warrant, or without a warrant or order of the court when:

- (a) the child has violated a state law or a municipal ordinance and the officer has reasonable grounds to believe the child committed such violation;
- (b) the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;
- (c) the officer believes the child to be mentally ill and dangerous as defined in Neb. Rev. Stat. §71-908 and that the harm described in that section is likely to occur before proceedings may be instituted before the juvenile court;
- (d) the officer has reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian;
- (e) a probation officer has reasonable cause to believe that a juvenile is in violation of probation and that the juvenile will attempt to leave the jurisdiction or place lives or property in danger; or
- (f) the officer has reasonable grounds to believe the juvenile is truant from school. (Neb. Rev. Stat. §§43-418 and 43-248).

If a peace officer or probation officer requests to take custody of a student who is at that time under the control and jurisdiction of Elm Creek Public Schools, the following action is to be taken:

- (a) Establish Authority to Remove. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student. The form attached as Exhibit "A" to this Policy may be used for this purpose.
- (b) Notify Local Law Enforcement. In some instances there may be orders for custody of a student served by the officers with authority to arrest from outside the jurisdiction of Elm Creek Public Schools. Local law enforcement should be contacted and requested to participate in or monitor the removal.
- (c) Notify Parent of Removal. When a principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor student to the officer and the place to which the student is reportedly being taken. Provided, however, when a minor student has been taken into custody as a victim of suspected child abuse, the principal or other school official is not required to notify the parent or guardian, but shall provide the peace officer with the address and telephone number of the minor student's parents or guardian.

A student should not be released to a private detective or "special police officer" who is not an officer of a Nebraska political subdivision or an officer of an agency of the federal government without consent of the student's parent, guardian or custodian.

## 2. Interviews of Students by Law Enforcement Officials

Law enforcement officers and other law authorities should be urged to contact students for questioning outside the instructional day and off school premises whenever possible. When it is appropriate that such questioning occur, the following guidelines are to be followed:

- (a) Interviews not related to District Events. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to Elm Creek Public Schools, questioning should not take place until the student's parent, guardian or custodian has been contacted and permission is given for such interview. The consent should be documented. The

presence of a school employee during the interview is not necessary.

- (b) Interviews Related to District Events. If the investigation relates to an incident which took place on school premises or during instructional time, it is not necessary to obtain consent of the student's parent, guardian or custodian. In these situations, an employee of the District should be present during the interview to ensure that the interview relates only to the incident which took place on school premises or during instructional time or something which is directly related thereto.
- (c) Child Abuse or Neglect. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted without consent of the student's parent, guardian or custodian. In these situations, an employee of Elm Creek Public Schools should be present during the interview to ensure that the interview relates only to those matters.
- (d) Probation Officer Interview. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on school premises. In such situations, it is neither necessary nor desirable that a District employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian.

### 3. Disclosure of Student Records

School employees shall not, in the course of dealing with a peace officer or probation officer, disclose any confidential student records or information from such student records other than in response to a court order or subpoena or as otherwise authorized by state law and the Family Educational Rights and Privacy Act (FERPA).

### 4. Removals and Interviews by Persons other than Law Enforcement Officials

A person who comes to school premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of an administrator or designee.

Permission to remove is not to be granted without consent of the student's parent, guardian or custodian, or a person authorized by the student's parent, guardian or custodian to give such permission.

Permission to interview on subjects not related to school matters is not to be granted unless there is a clearly valid and proper reason for the interview and such is not disruptive to school operations or the student's educational program. Ordinarily such contacts shall be restricted to the student's parent, guardian or custodian or a friend of the family when an emergency or other similar circumstance exists.

Legal Reference: Neb. Rev. Stat. §§43-248; 43-418; 79-294; 79-2104  
20 U.S.C. §1232g (FERPA)

Date of Adoption: August 12, 2013

AR-5413--Exhibit A

**Affidavit and Release to Remove Student**

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

The undersigned hereby states and affirms to the Elm Creek Public Schools as follows:

1. That I am duly-appointed and acting peace officer employed by \_\_\_\_\_ and am currently acting within the scope of such employment.

2. That request is hereby made of the Elm Creek Public Schools to deliver to me the following named student: \_\_\_\_\_.

3. That I am entitled to immediate physical custody of said student by virtue of:

Neb. Rev. Stat. 43-248 for the reason that said student (1) violated a state or municipal law in my presence, (2) is believed by me to have committed a felony, (3) is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the student's protection, or (4) is believed to have run away from his or her parent, guardian, or custodian.

There having been issued a valid warrant for such student's arrest, a true copy of which is attached hereto.

There being reasonable grounds for me to arrest such student without a warrant, such grounds being that: \_\_\_\_\_

Other (specify) the student being placed under arrest due to following authority: \_\_\_\_\_

4. That the undersigned will take immediate action to notify the parent(s), custodian, or legal guardian of said student that said student has been taken into custody and the reason or reasons for said custody.

5. That the undersigned has the legal right to take custody of the student without the consent of said student's parent(s), guardian, custodian, or the Elm Creek Public Schools.

6. That any facts or circumstances set out on the back of this affidavit and release are true and correct and are incorporated herein by reference.

\_\_\_\_\_  
(Give complete description of officer's name and position, including badge number)

**AR-5413--Exhibit B  
Affidavit to Interview or Question Student**

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

The undersigned requests the right to interview or question \_\_\_\_\_, a student of the Elm Creek Public Schools, and hereby states and affirms to the Elm Creek Public Schools as follows:

( ) That the undersigned is a duly appointed probation officer acting pursuant to a valid appointment by the \_\_\_\_\_ Court of \_\_\_\_\_ County, Nebraska.

( ) That the undersigned is duly authorized by law to investigate allegations of criminal activity and this request is made to facilitate such an investigation.

( ) That the undersigned is duly authorized by law to investigate allegations of criminal activity and this request is made to facilitate an investigation of criminal activity which occurred on the school premises.

( ) That the undersigned is duly authorized by law to investigate allegations of abuse or neglect as defined in Neb. Rev. Stat. 28-710(3) and this request is made to facilitate an investigation where a family member is alleged to have committed acts of abuse or neglect against the above-named student.

( ) That requesting consent to the interview from the child's parent or guardian and notification of child's parent or guardian of the interview would be counter productive, and request is hereby made that the same be kept confidential.

That the additional information, if any, set out on the back of this affidavit is true and correct and is incorporated herein by reference.

\_\_\_\_\_  
(Give complete description of officer's name and position including badge number)

StudentsIdentification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary.

Learners with high ability shall be identified in the academic areas of mathematics, science, social studies, and language arts. Identification of learners in grades 3-11 with high ability in the specified academic areas shall be based on the criteria listed below. Students shall meet two of the following criteria to be identified as a learner with high ability.

- 1) Composite total test score of the 95<sup>th</sup> percentile or above on the NRT **OR**, 95<sup>th</sup> percentile or above in math, reading, language arts, science, or social studies; **PLUS** a composite total of 80% or above on the same test.
- 2) A score of above average or higher on a cognitive screening test.
- 3) Teacher nomination.

A listing of students who meet the district criteria for learners of high ability and the areas of high capability of each of those students will be made available to classroom teachers, by the school district administration, within the first thirty (30) days of each school year.

Within the first thirty (30) days of each school year, the school district administration shall make available to parents or guardians of identified learners with high ability information about how their child has been identified.

The administration shall implement the district wide plan for learners with high ability, as such plan is modified from time to time, in accordance with applicable laws and regulations.

Legal Reference: Neb. Rev. Stat. §§ 79-1106 to 79-1108.03  
NDE Rule 3

Date of Adoption: August 12, 2013

StudentsAnti-Bullying Policy

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Legal Reference:      Neb. Rev. Stat. § 79-2137  
                              Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
                              NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption:     August 12, 2013

## MEETING NOTICE

The Board of Education of Elm Creek Public Schools will meet in regular session on July \_\_, 20 \_\_, at 7:00 p.m. in the Board Room, 230 Calkins, Elm Creek, Nebraska. The meeting will include the holding of a public hearing to discuss, consider, and receive input on the student fee policy and the parental involvement policy. An agenda for the meeting and public hearings, which shall be kept continually current, is readily available for public inspection at the Superintendent's office during normal business hours.

Elm Creek Public Schools

### AGENDA

The following is the agenda for the meeting of the Board of Education of Elm Creek Public Schools to be held on July \_\_, 20 \_\_, at 7:00 p.m. in the Board Room, 230 Calkins, Elm Creek, Nebraska.

1. Call meeting to order.
2. Approval of Agenda and Changes to Agenda
3. Reading and approval of minutes:  
Discuss, consider and take all necessary action to approve minutes of prior meeting(s).
4. Reading and approval board bills:  
Discuss, consider and take all necessary action to approve receipts, expenditures and payment of bills submitted by the administration.
5. Treasurer's Report
6. Board Committee Reports
7. Administration's Reports
8. Public Comment (See Procedures for Public Comment below).
9. Action Items
  - A. Student Fees Policy:
    - i. Review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policies of the District for the 20 \_\_-20 \_\_ school year.
    - ii. Hold Public Hearing to discuss, consider, and receive input on a proposed Student Fee Policy. The public will be given the opportunity to present information and opinions on a proposed Student Fee Policy.
    - iii. Discuss, consider, and take action to adopt a Student Fee Policy.
  - B. Parental Involvement Policy:
    - i. Hold Public Hearing to discuss, consider, and receive input on the Parental Involvement Policy. The public will be given the opportunity to present information and opinions on a proposed Parental Involvement Policy.
    - ii. Discuss, consider, and take action to either alter the Parental Involvement Policy and then adopt the policy as altered, or to reaffirm the Parental Involvement Policy.
  - C. Bullying Policy:
    - i. Review bullying policy.
    - ii. Discuss, consider, and take action to adopt a Bullying Policy.
10. Time/Date of next meeting
11. Motion to Adjourn

**NOTICE:**

**COPY OF OPEN MEETINGS ACT:** The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the wall of the meeting room.

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at Board meeting.

General Rules: Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

Elm Creek Public Schools

**MINUTES OF THE MEETING OF THE BOARD OF  
EDUCATION OF ELM CREEK PUBLIC SCHOOLS**

A meeting of the Board of Education of Elm Creek Public Schools was convened in open and public session on July \_\_, 20\_\_, at 7:00 p.m. in the Board Room, 230 Calkins, Elm Creek, Nebraska. The roll was called and the following Board members were present or absent:

Present: \_\_\_\_\_  
Absent: \_\_\_\_\_

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

I. Call Meeting to Order. The meeting was duly called to order.

Announcement of Open Meetings Act Posting

At the beginning of this meeting, the Chairperson announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location.

II. Approval of Agenda. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the agenda as provided. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_.  
Voting against: \_\_\_\_\_.  
Not Voting: \_\_\_\_\_.

The motion carried.

III. Reading and approval of minutes. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the minutes of the regular meeting of the Board of Education held on June \_\_, 20\_\_. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_.  
Voting against: \_\_\_\_\_.  
Not Voting: \_\_\_\_\_.

The motion carried.

IV. Consent Agenda. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve all items on the consent agenda as provided. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_.  
Voting against: \_\_\_\_\_.  
Not Voting: \_\_\_\_\_.

The motion carried.

V. Reading and approval of minutes. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the minutes of the [regular/special] meeting of the Board of Education held on \_\_ \_\_, 20\_\_, [as provided/as amended]. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_.  
Voting against: \_\_\_\_\_.  
Not Voting: \_\_\_\_\_.

The motion carried.

VI. Reading and approval of board bills. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the receipts, expenditures and payment of bills as submitted by the administration to the Board. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_.  
Voting against: \_\_\_\_\_.  
Not Voting: \_\_\_\_\_.

The motion carried.

VII. Treasurer's Report.

VIII. Board Committee Reports.

IX. Administration's Reports.

X. Public Forum.

XI. Action Items

A. Student Fees Policy.

- i. The administration presented a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policies of the District for the 20\_\_-20\_\_ school year.
- ii. A public hearing was held to discuss, consider, and receive input on a proposed Student Fees Policy. The public was given the opportunity to present information and opinions on the proposed Student Fees Policy.
- iii. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Student Fees Policy for the 20\_\_-20\_\_ school year, inclusive of Appendix "1," be adopted.

After discussion and on roll call vote, the Board voted on the Motion as follows:

Voting for: \_\_\_\_\_  
 Voting against: \_\_\_\_\_  
 Not Voting: \_\_\_\_\_

The motion carried.

B. Parental Involvement Policy.

- i. A public hearing was held to discuss, consider, and receive input on the Parental Involvement Policy. The public was given the opportunity to present information and opinions on the Parental Involvement Policy.
- ii. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Board's current Parental Involvement Policy be re-adopted without alteration.

After discussion and on roll call vote, the Board voted on the Motion as follows:

Voting for: \_\_\_\_\_  
 Voting against: \_\_\_\_\_  
 Not Voting: \_\_\_\_\_

The motion carried.

C. Bullying Policy.

- i. A Bullying Policy was presented to and reviewed by the Board.

ii. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Bullying Policy presented be adopted.

*[Note: Once the bullying policy is adopted, the Motion to adopt the policy would not be required in future years unless the Board chose to make changes in the bullying policy.]*

After discussion and on roll call vote, the Board voted on the Motion as follows:

Voting for: \_\_\_\_\_.

Voting against: \_\_\_\_\_.

Not Voting: \_\_\_\_\_.

The motion carried.

XII. Time/Date next meeting. The next meeting of the Board is scheduled for August \_\_, 20\_\_ at \_\_:\_\_ p.m.

XIII. Motion to Adjourn. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_ o'clock p.m. on July \_\_, 20\_\_.

Voting for: \_\_\_\_\_.

Voting against: \_\_\_\_\_.

Not Voting: \_\_\_\_\_.

The motion carried.

The meeting was duly adjourned.

DATED this \_\_ day of July, 20\_\_.

ELM CREEK PUBLIC SCHOOLS

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

StudentsStudent Fees Policy

The Board of Education of Elm Creek Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the current school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious

radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish

students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the current school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten

services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

## CERTIFICATION

On the 20th day of July, 2015, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the

student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

*Deann Ginkle*  
\_\_\_\_\_  
Superintendent or Other Authorized School Official

Legal Reference: Neb. Rev. Stat. §§79-2125 to 79-2135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)  
Neb. Constitution, Article VII, section 1.  
Neb. Rev. Stat. §§79-241, 79-605, and 79-611 (transportation)  
Neb. Rev. Stat. §79-2104 (student files or records)  
Neb. Rev. Stat. §79-715 (eye-protective devices)  
Neb. Rev. Stat. §79-737 (liability of students for damages to school books)  
Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)  
Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: [July 20, 2015]

Appendix "1" to 2015-2016 Student Fees Policy of  
Elm Creek Public Schools

Additional Specification of Required Materials and Fees<sup>1</sup>

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) <sup>2</sup> or Specific Material Required
<b>Elementary Program</b>		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. 4 <sup>th</sup> graders purchase a recorder ranging from \$2.00 to \$7.00.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists
Field Trips	Transportation and admission costs of field trips	None--costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.

<sup>1</sup> This listing is a part of the 2015-2016 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup> Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2015-2016 school year.

Summer school courses	Classes offered during the summer, or at night, if any	\$50 to \$200 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Breakfast: \$1.50 / reduced -- \$ .30 Lunch—PK-6 -- \$2.35 7-12 -- \$2.65 Milk-- \$ .40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
<b>Secondary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, (running shorts, T-shirt: \$12-\$20)
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e, Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.

Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals		Breakfast: \$1.50 / reduced -- \$ .30 Lunch—PK-6 -- \$2.35 7-12 -- \$2.65 Milk-- \$ .40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$200.00
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$40
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 required by the school..
Summer school courses	Classes offered during the summer, or at night, if any	\$175 to \$300
I-Pad "1 to 1" Program	Insurance Policy - premium	\$40 annual fee to be paid each fall. Anyone not choosing to purchase will be limited to "day use only" and not be able to take the device home. Students are still responsible for any damage to devices while using them at school. A deductible scale will applied to all repairs.
Locker usage	Use of school padlock	\$7.00 fee if damaged or not returned at the end of the year.

Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
------------------------------------	--	---

<b>Athletic Programs</b>			
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket for \$25.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.	
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.	
3. Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:	
		Basketball	No additional
		Football	Mouthpiece
		Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	No additional
		Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
4. Travel meals	Meals	Students are responsible for their own meals while traveling.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	

6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$25.00 per club.
8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school
Vocal Music Group	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$130.00
<b>Clubs/Organizations</b>		
Future Career/ Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.00.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
FFA	Uniforms	Annual dues not to exceed \$50.00 per club
Cheerleading	Uniforms	Uniforms range up to \$600.00. Camp attendance is optional.
<b>Social &amp; Recognition Activities</b>		
1. School plays, musicals and social activities	Admission to events	\$15.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event

<p>3. Class dues</p>	<p>Class Dues</p>	<p>Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.</p>
<p>4. Picture Packets</p>	<p>Optional - Pictures are still taken for use in school yearbook.</p>	<p>Students purchase packets as desired and pay directly to photo company.</p>
<p>5. Senior recognition assessment</p>	<p>Optional graduation activities</p>	<p>Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.</p>
<p>6. Trips</p>	<p>Transportation, lodging, meals, admission to events, etc.</p>	<p>Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$3,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.</p>

**Physical Activities to Promote Student Wellness**

The established goal is to implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education. The administration establishes the following additional goals and actions to achieve such goals:

1. Curriculum: Health and physical education will be integrated into other subjects to complement, but not replace, the health and physical education curriculum provided in accordance with NDE Rule 10. Educators are to incorporate physical activity promotion and non-sedentary lifestyles in all subject areas as appropriate.
2. Physical Activity During the School Day:
  - a. Recess:
    - i. Elementary students will have the opportunity for daily recess. Weather and other conditions permitting, recess will be outdoors. Students who are idle during recess are to be encouraged by supervising staff to engage in physical activity. Daily minimums are as follows: Pre-school: 30 minutes; Grades K-3: 50 minutes (15 for ½ day Kindergarten); Grades 4-6: 35 minutes. Minimums include lunch recess. Minimums are set for “ordinary” days and are subject to modification in the judgment of the educator when events such as field trips, testing, etc. occur during the day.
    - ii. Middle School and High School students will have the opportunity for physical activity during their lunch period. The gym or outside facilities will be open to use during lunch when possible.
  - b. Class Time: Physical activity within class periods (e.g. stretching breaks when students are at task for more than 50 minutes) will be encouraged.
3. Physical Activity To/From School:
  - a. To encourage biking or walking to school, the administration will work with law enforcement and as appropriate volunteer parent safety monitors to provide safe routes to school. Bike racks will be established commensurate with need.
  - b. In establishing bus pick up/drop off sites, the fact that students will have to walk farther from a particular site will not necessarily be considered as a negative factor.
4. As Punishment: Physical activity will not be used as punishment and will not be withheld as punishment. This guideline shall not apply to extra-curricular activities. Educators may use appropriate professional discretion to make exceptions to this guideline. In no event, however, will physical activity be used as a form of corporal punishment.
5. Display Physical Activity Educational Materials: The cafeteria, gym and health classrooms shall display posters or other communications suitable to the ages of students served that promote physical activity and non-sedentary lifestyles (e.g., display sports posters, walking fitness posters). Educators are encouraged to incorporate such communications in their classrooms as well.

6. Physical Activity Health Events: Educators are encouraged to search for and take advantage of events that promote physical activity education. Activities may include:
  - a. health fairs
  - b. traveling health exhibits
  - c. field trips to physical activity centers
  - d. physical activity speakers (school assemblies or class speakers representing sports figures, medical people)
  
7. Family:
  - a. The school's physical activity facilities (playground, gym) will be made available to use by parents with their children outside the normal school day, subject to priority use being for children and subject to other competing uses and safety and risk management considerations.
  - b. School communications to parents will include information that promotes physical activity. Such communications may include information about the benefits of physical activity to children and the distribution of information about youth sports programs.
  
8. Staff: Our employees are encouraged to be healthy role models for students. It is important for students to receive consistent messages. Staff is encouraged to be seen engaging in non-sedentary lifestyles. For example, staff is encouraged to walk or bike to work; use stairs even if an elevator is available; and share as appropriate personal information about physical activities they engage in to remain fit.

#### **Other School Activities to Promote Student Wellness**

The established goal is to offer other suitable opportunities to students to engage in health-promoting activities. The administration establishes the following additional goals and actions to achieve such goals:

1. Extracurricular Programs: The District will offer athletic and other activity programs subject to and in compliance with the bylaws of the Nebraska School Activities Association. Secondary school students will be offered the opportunity to participate in intramural sports activities commensurate with their interests and school resources.
  
2. After-School Facility Uses: The school's physical activity facilities (playground, gym) will be made available to use by students outside the normal school day, subject to other competing uses and safety and risk management considerations.
  
3. Advertising: The administration will monitor advertising that occurs in the school and endeavor to limit messages that promote foods of minimal nutritional value.
  
4. Staff Development:
  - a. Professional staff members will be provided with professional development and guidance on appropriate practices and procedures to

implement the school wellness goals and recommendations. Professional development activities will include activities each year related to the integration of physical activities and nutrition education into the academic curriculum, use of food as rewards and denial of physical activities as a disciplinary consequence, and other wellness goals and activities.

- b. The District will provide ongoing training and development for food service staff related to nutrition and wellness goals and activities.
5. Community Resources: The administration will coordinate the school wellness program efforts with those available from medical and other community organizations.

### **Nutrition Guidelines**

The established nutrition guidelines for foods available in each school building during the school day are as follows: (1) school breakfast and lunch programs will be offered which meet or exceed the requirements of federal and state law and regulatory authorities and (2) no foods in competition with the school lunch or breakfast program shall be sold or otherwise made available to students anywhere on school premises during the period of one-half hour prior to the serving period for breakfast and lunch and lasting until one-half hour after the serving of breakfast and lunch.

The administration establishes the following additional nutrition guidelines and actions to meet the guidelines:

1. Conditions for School Meals:
  - a. Scheduling meals. Lunch periods will be scheduled at times when students are in need of nutrition (e.g., in the middle of their school day). Students will be provided adequate time to eat. In general students will, upon arrival in the cafeteria, have at least 10 minutes to eat breakfast and 15 minutes to eat lunch.
  - b. Conditions for meals. Efforts shall be made to establish comfortable and relaxed eating conditions. The factors to promote these conditions will be a clean, orderly environment, pleasant food services staff, adequate seating, enforcement of student conduct rules and adequate supervision.
2. Selection of School Meals:
  - a. School Meals: School meals shall at a minimum meet nutrition requirements established by state and federal law. Emphasis is to be on good menu planning principles that offer healthy food choices including lean meats, a variety of fruits and non-fried vegetables daily, whole grains once each week, and low-fat or nonfat milk daily. Locate these choices where they are readily accessible to students. Limit portion sizes of desserts and fried foods.
  - b. Ala carte selections: Elementary students are to be offered balanced meals. Elementary students are not to be sold individual food or beverage selections except for limited portions of low-fat foods, no-fat milk, fruits, and non-fried vegetables. Middle School and High School students may be sold foods and beverage ala carte provided the ala carte items not

include foods of minimal nutritional value and that the offerings include fruits, non-fried vegetables, and healthy beverages (waters and 100% fruit juices).

3. Student's Meals From Home: Students will be discouraged from sharing food and be prohibited from sharing foods brought from home. Parents will be encouraged via health promotional materials to make healthy choices for student lunches.
4. Vending machines:
  - a. Vending machines will not be available for student use at any school for the period of ½ hour before and ½ hour after breakfast and lunch periods.
  - b. Elementary school students: Vending machines with foods of minimal nutritional value will not be available to use by elementary school students at any time during the school day.
  - c. Middle school students: Vending machines with foods of minimal nutritional value will not be available to use by middle school students for the period of 1 hour before and 1 hour after breakfast and lunch periods.
  - d. High school students: Vending machines with foods of minimal nutritional value will not be available to use by high school students for the period of 1 hour before and 1 hour after breakfast and lunch periods.
  - e. Promotion of Healthy Choices: At least one vending machine in each school building shall include healthy choices (e.g., water, 100% fruit juices, low-fat/non-fat milk, animal crackers, granola bars, whole-grain fruit bars, pretzels, nuts, plain trail mix).
5. Foods available during the school day:
  - a. Water: Students will be allowed access to water during the school day. Water fountains are available. Educators may in their discretion allow students to bring water bottles to classes. Students will not be permitted to bring soda pop or other drinks or food to class.
  - b. Food rewards. Food will not be used as rewards. No foods are to be provided by the school or school staff during instructional time except: healthy foods, foods provided for instructional purposes (e.g., cultural programs, FCS classes, and foods given in accordance with a special education student's IEP).
  - c. Classroom Celebrations:
    - i. Staff is not to offer students foods of minimal nutritional value for classroom celebrations.
    - ii. Parents are to be encouraged to bring healthy foods for classroom celebrations.
6. Fund-raising:
  - a. School clubs are not to sell food for the period of ½ hour before and ½ hour after breakfast and lunch periods.
  - b. Student clubs are encouraged to not sell foods of minimal nutritional value as part of fund-raising efforts.

7. School activities/events:

- a. Athletes: Student athletes serve as role models. Coaches are to encourage healthy eating by student athletes. The coaches' conduct rules may limit consumption of foods of minimal nutritional value by their athletes during their sport season.
- b. Concessions: Concession stands will include healthy food choices. Efforts will be made to reduce offerings of foods of minimal nutritional value.

8. Definition of Foods of Minimal Nutritional Value: For purposes of this regulation, "foods of minimal nutritional value" has the same meaning as in the federal regulations for the National School Lunch program. Foods of minimal nutritional value are as follows:

Food of minimal nutritional value means: (i) In the case of artificially sweetened foods, a food which provides less than five percent of the Reference Daily Intakes (RDI) for each of eight specified nutrients per serving; and (ii) in the case of all other foods, a food which provides less than five percent of the RDI for each of 8 specified nutrients per 100 calories and less than 5% of the RDI for each of eight specified nutrients per serving. The 8 nutrients to be assessed for this purpose are -- protein, vitamin A, vitamin C, niacin, riboflavin, thiamine, calcium, and iron.

Specific foods of minimal nutritional value are:

- (1) Soda Water.
- (2) Water Ices (except those which contain fruit or fruit juices).
- (3) Chewing Gum.
- (4) Certain Candies -- Processed foods made predominantly from sweeteners or artificial sweeteners with a variety of minor ingredients which characterize the following types:
  - (i) Hard Candy -- A product made predominantly from sugar (sucrose) and corn syrup which may be flavored and colored, is characterized by a hard, brittle texture, and includes such items as sour balls, fruit balls, candy sticks, lollipops, starlight mints, after dinner mints, sugar wafers, rock candy, cinnamon candies, breath mints, jaw breakers and cough drops.
  - (ii) Jellies and Gums -- A mixture of carbohydrates which are combined to form a stable gelatinous system of jelly-like character, and are generally flavored and colored, and include gum drops, jelly beans, jellied and fruit-flavored slices.
  - (iii) Marshmallow Candies -- An aerated confection composed as sugar, corn syrup, invert sugar, 20 percent water and gelatin or egg white to which flavors and colors may be added.
  - (iv) Fondant -- A product consisting of microscopic-sized sugar crystals which are separated by thin film of sugar and/or invert sugar in solution such as candy corn, soft mints.
  - (v) Licorice -- A product made predominantly from sugar and corn

syrup which is flavored with an extract made from the licorice root.

(vi) Spun Candy -- A product that is made from sugar that has been boiled at high temperature and spun at a high speed in a special machine.

(vii) Candy Coated Popcorn. -- Popcorn which is coated with a mixture made predominantly from sugar and corn syrup.

9. Definition of Healthy Foods: For purposes of this regulation, "healthy foods" means foods that are not foods of minimal nutritional value, and that are low in fats, sodium and sugars, and high per serving in the nutrients which are needed to meet Reference Daily Intakes.

StudentsHomeless Students

This School District will comply with the federal and state law related to homeless students.

A “homeless child” for purposes of this Policy is a child who lacks a fixed, regular, and adequate nighttime residence, as defined by applicable federal and state law related to homeless students. An “unaccompanied youth” is a child who is not in the physical custody of a parent or guardian.

1. Homeless Coordinator: The District’s designated Homeless Coordinator is the Superintendent. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.
  - a. Responsibilities. The responsibilities of the Homeless Coordinator are to assist with identification, enrollment, and placement of homeless children and to provide staff development activities to all school personnel regarding the educational rights and needs of homeless children and youth. The Homeless Coordinator shall ensure that:
    - i. homeless children are identified by school personnel;
    - ii. homeless children enroll in, and have a full and equal opportunity to succeed in school;
    - iii. 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;
    - iv. the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
    - v. 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;
    - vi. enrollment disputes are mediated in accordance with law; and
    - vii. the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law.
  - b. Coordination. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. Coordination activities with area shelters and other homeless service providers are to be established by the Homeless Coordinator.

- c. Financial. The Homeless Coordinator shall ensure that financial records are maintained to show expenditures are for authorized activities. Title I, Part A homeless set-aside funds are also to be used for services for homeless children. Materials and equipment purchased with grant funds are properly identified and inventoried.
  - d. Program Activities. The Homeless Coordinator shall design program activities to meet the greatest need as determined by the District and homeless service providers.
  - e. Documentation. The Homeless Coordinator shall document the number of homeless children and youth receiving services.
  - f. Student Records. The Homeless Coordinator shall ensure that any record ordinarily kept related to students, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, are to be maintained so that the records of a homeless child are available, in a timely fashion, when the child enters a new school or school district and in a manner consistent with the Federal Education Rights and Privacy Act.
2. Enrollment and Placement of Homeless Children: The enrollment and placement of homeless children shall be in compliance with federal and state law.
- a. Enrollment. A homeless child shall be immediately enrolled even if the child is unable to produce records normally required for enrollment. Lack of previous school records, immunization and medical records, birth certificate, or other documentation from the previous school will not delay the enrollment of a homeless child or youth. Guardianship issues, uniform or dress code requirements, and residency requirements will not be obstacles to delay or deny enrollment. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.
  - b. Obtaining Records. 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.
  - c. Placement. Placement decisions for a homeless child shall be made according to the District's determination of the child's best interests.
    - i. The placement shall be at either:

1. The child's "school of origin," which is the school that the child attended when permanently housed or the school in which the child was last enrolled; or
2. The school of the attendance area in which the child is actually living.
  - ii. If placed in the school of origin, the placement shall continue for the duration of the child's homelessness. If the child becomes permanently housed (no longer homeless) during the school year, the placement in the school of origin will be continued for the remainder of that school year.
  - iii. 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.
  - iv. 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.
  - v. The grade placement for the homeless child will be the appropriate grade level as determined by the building principal or designee using the same procedures that are used for placing non-homeless children attending that school.
3. Educational Services and Stigmatization or Segregation: It is the District's policy that homeless children not be stigmatized or segregated on the basis of their status as homeless. Homeless children will be provided the same free, appropriate public education as other students. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless child has been placed, including the following: transportation services, educational services for which the student meets the eligibility criteria, such as services provided under Title I, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education, programs for gifted and talented students, and school nutrition programs.
4. Transportation: Transportation will be provided to homeless students to the extent required by law.
  - a. Comparable Service. Transportation will be provided to a homeless student comparable to that provided to students who are not homeless.
  - b. School of Origin. When the homeless student attends the school of origin, transportation will be provided to and from the school of origin upon request of the parent or guardian of the homeless child, or upon request of the Homeless Coordinator in the case of an unaccompanied youth. If the homeless child relocates out of the District but continues to be enrolled in this School District based on it being the school of origin, this School District will negotiate with the

school district in which the child is residing to develop a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If agreement is not reached, the responsibility and cost for transportation shall be shared equally.

- c. Eliminate Barriers. Transportation will be provided when necessary to eliminate barriers to school enrollment and the retention of students experiencing homelessness.
5. Dispute Resolution. The process to resolve disputes concerning the enrollment or placement of a homeless child is as follows:
- a. The homeless child and the parent, guardian or other person having legal or actual charge or control of the homeless child shall be referred to the Homeless Coordinator. The Homeless Coordinator shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute. The dispute resolution process is as follows:
    - i. The homeless child and parent/guardian will submit a written dispute statement to the Homeless Coordinator. The District's Dispute Resolution Form shall be used if such is available.
    - ii. When it is determined that additional information would be helpful, the Homeless Coordinator will schedule a meeting within 10 days, or such time as practicable, at which the homeless child and parent/guardian will be given the opportunity to provide information in support of their position.
    - iii. The Homeless Coordinator will contact school officials and others as determined appropriate to obtain information to corroborate the information provided in support of the positions of the homeless child and parent/guardian and the District.
    - iv. The Homeless Coordinator will provide a written response and explanation of a decision regarding the dispute within 30 calendar days after receiving the dispute statement.
    - v. The written response and explanation of the decision will include a notice of the right to appeal using the appeal process provided for in the Nebraska Department of Education Rule 19.
  - b. In the event of an enrollment dispute, the homeless child's placement shall be at the school in which enrollment is sought pending resolution of the dispute in accordance with the dispute resolution process. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in school pending resolution of the dispute.

Legal Reference: Neb. Rev. Stat. § 79-215  
Nebraska Department of Education Rule 19  
McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.

Date of Adoption: August 12, 2013

**Homeless Education Program**

**HOMELESS STUDENT ENROLLMENT INFORMATION  
& PLACEMENT REQUEST**

Child's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Grade \_\_\_\_\_  
(Last Name) (First Name) (M.I.)

Parent/Guardian Name \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Last Name) (First Name) (M.I.) ("Yes" or "No")

Current Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- \_\_\_\_\_ sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
- \_\_\_\_\_ in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
- \_\_\_\_\_ in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
- \_\_\_\_\_ have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
- \_\_\_\_\_ in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
- \_\_\_\_\_ None of the above.

b. How long do you anticipate living in current location? \_\_\_\_\_

2. School Most Recently Attended

School: \_\_\_\_\_  
(School Name) (City) (State)

Dates of Attendance: \_\_\_\_\_ to \_\_\_\_\_

Grade level when last attended: \_\_\_\_\_

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided : \_\_\_\_\_

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

b. Reason(s) for Request: \_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act under No Child Left Behind. Please contact the Homeless Coordinator with any questions.

**Homeless Education Program**

**HOMELESS STUDENT ENROLLMENT INFORMATION  
& PLACEMENT REQUEST**

Child's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Grade \_\_\_\_\_  
(Last Name) (First Name) (M.I.)

Parent/Guardian Name \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Last Name) (First Name) (M.I.) ("Yes" or "No")

Current Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- \_\_\_\_\_ sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
- \_\_\_\_\_ in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
- \_\_\_\_\_ in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
- \_\_\_\_\_ have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
- \_\_\_\_\_ in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
- \_\_\_\_\_ None of the above.

b. How long do you anticipate living in current location? \_\_\_\_\_

2. School Most Recently Attended

School: \_\_\_\_\_  
(School Name) (City) (State)

Dates of Attendance: \_\_\_\_\_ to \_\_\_\_\_

Grade level when last attended: \_\_\_\_\_

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided : \_\_\_\_\_

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

b. Reason(s) for Request: \_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_  
(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act under No Child Left Behind. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF  
ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing your request to enroll the child, the determinations are as follows:

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
(Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

**Notices:**

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the state coordinator:  
Cathy Mohnike, Education Specialist & Homeless Education / NCLB Programs  
Nebraska Department of Education  
Telephone: 402-471-1419 Email: [cathy.mohnike@nebraska.gov](mailto:cathy.mohnike@nebraska.gov) Facsimile Fax 402-742-

2371 You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

**Homeless Education Program**

**DISPUTE RESOLUTION FORM**

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_  
(Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

I request that the following action be taken on this dispute: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

**-----For School Use-----**

Date received by Homeless Coordinator \_\_\_\_\_

**-----Determination of Homeless Coordinator-----**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

Explanation for this determination: \_\_\_\_\_

Notice of Right to Appeal: If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact the state coordinator:

Cathy Mohnike, Education Specialist & Homeless Education / NCLB Programs

Nebraska Department of Education

Telephone: 402-471-1419 Email: [cathy.mohnike@nebraska.gov](mailto:cathy.mohnike@nebraska.gov) Facsimile Fax 402-742-

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

StudentsStudent Privacy Protection Policy

It is the policy of Elm Creek Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."
- C. Right of Parents to Inspect Instructional Materials  
Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy.

The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

D. Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings

The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parent opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

E. Protection of Student Privacy in Regard to Personal Information Collected from Students

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information.

"Personal information" for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term "personal information," for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

F. Parent Access to Instruments used in the Collection of Personal Information

While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a

student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received.

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

#### Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

#### Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent

opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be "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; or
7. Religious practices, affiliations, or beliefs of the students or the student's parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Legal Authorities: No Child Left Behind Act of 2001, section 1061;  
Protection of Pupil Privacy Amendment (sometimes referred to as the "Hatch Act" the "Grassley Amendment" or the "Tiahrt Amendment"), 20 U.S.C. § 1232h and 34 CFR Part 98;  
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;  
Neb. Rev. Stat. §§ 79-530 to 79-533

Date of Adoption: August 12, 2013

StudentsDating Violence

Elm Creek Public Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

For purposes of this policy “dating violence” means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. “Dating partner” means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District’s authority.

Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District's dating violence policy.

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

The administration will be responsible for ensuring that this dating violence policy is published in the school district’s student-parent handbook or an equivalent such publication. Parents and legal guardians shall be informed of the dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

Legal Reference: Neb. Rev. Stat. §§ 79-2139 to 79-2142

Date of Adoption: August 12, 2013

## Students

### Use of Restraints and Seclusion

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions at Elm Creek Public Schools.

#### 1. Definitions

- A. Physical Restraint. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this Guidance.
- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

#### 2. Physical Restraint

- A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:
- To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
    - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
    - Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
  - To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in

circumstances where the student is unable to be moved or removed without the use of physical restraint; and

- In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

- B. Conditions. Use of physical restraint shall take into consideration the safety and security of the student.

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

- C. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.
- D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the School District or by an external entity and shall include, but need not be limited to:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;

- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

### 3. Seclusion

- A. When Seclusion May be Used. Seclusion may be used in the following circumstances:
- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
  - When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
  - When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
  - The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
- The adult responsible for supervising the student must periodically check on the student visually if possible.

- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

4. Documentation and Evaluation

- A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each such record shall include:

- The student's name;
- The date of the incident;
- The beginning and ending times of the incident;
- A description of any relevant events leading up to the incident;
- A description of any interventions used prior to the implementation of physical restraint or seclusion;
- A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
- A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
- A description of any injuries (whether to students, staff, or others) or property damage;
- A description of any planned approach to dealing with the student's behavior in the future;
- A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- The date on which the parent or guardian was notified.

The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

- B. Notification of Administration. The Superintendent or Superintendent's designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
- C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Superintendent or Superintendent's designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the District a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the

incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.

- D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
  - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).
  - The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's temporary student record and provided to the Superintendent or Superintendent's designee.

Date of Adoption: August 12, 2013

Students

Bus Transportation

Regular bus transportation shall be provided to designated stops on bus routes, outside city limits, within the school district. Occasional exceptions to regular bus schedules shall require prior administrative approval.

Date of Adoption: August 12, 2013

Students

Use of School Buses

Elm Creek Public Schools may provide transportation for instructional purposes and for school sponsored activities, organizations, and groups. The district shall not operate as a "Carrier for Hire".

Date of Adoption: August 12, 2013

Students

Special Education Transportation

Bus transportation shall be provided for students to facilities where they may receive instruction to the extent required by law. The State of Nebraska provides funding for such transportation. Arrangements will be made through the superintendent and administrators in the receiving institution.

Date of Adoption: August 12, 2013

*[Use with ALICAP or Similar SPT Plan]*

Article 5

**STUDENTS**

Policy No. 5505

Students

Safe Pupil Transportation Plan

The Superintendent or designee shall develop a safe pupil transportation plan to address student safety which addresses the following:

- Weapons;
- Pupil Behavior;
- Terroristic Threats
- Severe Weather;
- Hazardous Materials;
- Medical emergencies;
- Driver/passenger procedures in the event of mechanical breakdowns of the vehicle; and,
- A procedure that requires pupil transportation vehicle operators to document and submit to designated school authorities the occurrence of any events covered by the Safe Pupil Transportation Plan that involved the pupil transportation vehicle operated by the driver, or any pupils transported in it.

A copy of the plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request.

Legal Reference:      Neb. Rev. Stat. §§ 79-318, 79-602, 79-607 and 79-608  
                                 Title 92, Nebraska Administrative Code, Chapter 91

Date of Adoption:      August 12, 2013

StudentsSafe Pupil Transportation Plan**Elm Creek Public Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in pupil transportation vehicles.

1. **Weapons-** Upon becoming aware of a weapon aboard a pupil transportation vehicle, the driver will make every attempt to:
  - A. Radio transportation dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
  - B. Pull vehicle over to safe and secure area.
  - C. Confiscate weapon (if it doesn't jeopardize student or driver safety).
  - D. Give description of weapon and participating parties to dispatch.
  - E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  
2. **Pupil behavior-** Students are expected to follow student conduct rules while in a pupil transportation vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student's behavior jeopardizes safety, the driver will make every attempt to:
  - A. First seek to resolve incident through discussion with the student(s) involved.
  - B. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - C. Activate emergency flashers.
  - D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
  - E. Report and document discipline problems to the school administrator on a Bus Conduct Report/Incident Form.
  
3. **Terrorist threats-** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or facility of public transportation or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
  - C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  - D. Driver should wait for instructions from dispatch *if possible*.
4. **Severe weather**- Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Return to the school if less than five minutes away and follow the directions of the school administrator.
  - C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
  - D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
  - E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.
5. **Hazardous materials**-Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Pull vehicle over to safe and secure area.
  - C. Give description of hazardous materials in question to dispatch.
  - D. Dispatch will immediately notify appropriate law enforcement and school administration.
  - E. Driver should wait for instructions from dispatch *if possible*.
6. **Medical emergencies**- Upon becoming aware of a medical emergency aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Dispatch will immediately notify appropriate medical agencies and school administration.

- C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
- D. **Only if necessary**, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
- E. Driver should try to keep student passengers as calm as possible.

7. **Procedures in the event of mechanical breakdowns of the vehicle-** Upon becoming aware of a mechanical breakdown aboard a Pupil transportation vehicle, the driver will make every attempt to:

- A. Pull vehicle over to safe and secure area **if possible**
- B. Radio transportation dispatch and notify them of situation **if possible**. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
- D. Driver should try to keep student passengers as calm as possible.
- E. Dispatch will arrange for assistance and a relief vehicle **if needed**.

8. **Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:

- A. Radio transportation or otherwise communicate with dispatch to notify them of the situation if possible.
- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
- C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.

9. **Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

10. **Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Any items that would break

or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.

**11. Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.

Legal Reference: Neb. Rev. Stat. §§ 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapter 91

Date of Adoption: August 11, 2014

StudentsAsthma and Allergic Reaction Protocol

*This is a required policy under NDE Rule 59.*

The District will adopt and implement the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis Protocol as required by the Nebraska Department of Education.

The Superintendent, in conjunction with licensed health personnel, shall establish administrative regulations for the implementation of this policy. The regulations established shall comply with NDE rules regarding the protocol to follow in case of a life-threatening asthma or systemic allergic reaction and use of an EpiPen and albuterol. Also, these shall ensure that each school building will procure and maintain the equipment and medication necessary under the protocol in the case of any student or school staff emergency. Staff training in using the protocol shall occur periodically. Records of such training and occurrences of administering medication under the protocol shall be maintained.

The Emergency Protocol shall be implemented, and the equipment and medication necessary to implement the Emergency Protocol shall be maintained, at each school building while school is in session. For purposes of the Emergency Protocol, the phrase "while school is in session" is defined as the core instructional school day. The "core instructional school day" is defined as that portion of each day school is in session during which teachers are on duty to provide and students are scheduled to receive instruction in the School District's curriculum, generally beginning at 8:00 a.m. and ending at 3:45 p.m. The Emergency Protocol shall not be required to be implemented other than in the school buildings while school is in session, and as such is not required to be implemented at extracurricular activities, on school buses, or during school field trips. Implementation of the Emergency Protocol at such non-mandatory times or places shall be made in the discretion of the administration and shall be subject to the availability of the employees designated or trained in implementation of the Emergency Protocol and the availability of the necessary equipment and medication at such times or places.

Legal Reference: NDE Rule 59.006

Cross Reference: Policies on Administration of Medication to Students

Date of Adoption: August 12, 2013

**WAIVER OF EMERGENCY RESPONSE TO  
LIFE THREATENING ASTHMA OR  
SYSTEMIC ALLERGIC REACTIONS PROTOCOL**

[Name] Public School District

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

I am aware of the school policy that provides a protocol to follow by school personnel to administer EpiPen/albuterol to a student when it is determined that the student is suffering a life-threatening asthma or systemic allergic reaction while school is in session.

After considering the school policy and the best interests of my child, \_\_\_\_\_, I do not wish to have him/her given or administered albuterol or medication from an Epi-Pen by school personnel under any circumstances for the 20\_\_\_\_ - 20\_\_\_\_ school year.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian/Custodian

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician

**DO NOT** return this from **without** a physician's signature supporting your request to remove your child from the protocol.

ASTHMA AND ALLERGIC REACTION PROTOCOL

**EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)**

**DEFINITION:** Life-threatening asthma consists of an *acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.*

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, **AND DEATH CAN OCCUR.** Immediate allergic reactions may require emergency treatment and medications.

**LIFE-THREATENING ASTHMA SYMPTOMS:** Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

**ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM:** Any of the symptoms may occur within seconds. The more immediate the reactions, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability

**EMERGENCY PROTOCOL:**

1. **CALL 911**
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement emergency protocol
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer medications (EpiPen and albuterol) per standing order
5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible
8. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility

**STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:** Administer an IM EpiPen-Jr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds. Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back Administer CPR, if indicated.

\_\_\_\_\_  
(PHYSICIAN) Date

\_\_\_\_\_  
(PHYSICIAN) Date

\_\_\_\_\_  
(PHYSICIAN) Date

\_\_\_\_\_  
(PHYSICIAN) Date

ELM CREEK PUBLIC SCHOOLS  
ADMINISTRATOR'S CONTRACT

THIS CONTRACT made by and between the ELM CREEK SCHOOL DISTRICT, Buffalo County Number 10-0009, in the State of Nebraska, hereinafter referred to as "DISTRICT" and Jason Sullivan legally qualified PRINCIPAL, hereinafter referred to as ADMINISTRATOR."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Administrator above named in the schools of the District for a school year, which shall begin on or about July 21, 2016, and end on or about July 20, 2017, and shall consist of a 220 day Contract and that the Administrator hereby agrees to accept such employment at a total salary of **\$81,000.00** (salary plus family health insurance to total **\$100,366.44** or cash in lieu of insurance at a rate of **\$530.00** per month). The assignment is to be as 7-12 School Principal.

FIRST: The salary shall be payable in 12 equal installments. The first installment shall be payable on the 20<sup>th</sup> day of August, and the remaining installments shall be payable on the 20<sup>th</sup> day of each month thereafter.

SECOND: The Administrator hereby agrees to be governed by the policies of the Board of Education of the District and that the duties to be performed by the administrator under the Contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to the position in all respects, to diligently and faithfully perform the assigned duties as Administrator.

THIRD: In addition to the administrative duties set forth herein, the Administrator may be assigned such "extra duty" assignments as defined from time to time by the parties of this Agreement which shall be upon such terms and condition and at such additional stated rate of compensation as the Administrator and the District may from time to time agree upon.

FOURTH: This Contract may be cancelled or amended by a majority of the members of the School Board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the Administrator's certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any reason set forth in this Contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; or (i) physical or mental incapacity. Cancellation or amendment under this Contract shall be governed by the provisions of Section 79-827 R.R.S.

FIFTH: That upon termination of this Contract for just cause, or upon the release of the Administrator from this Contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 220 days of service. Any unearned fractional portion of an installment paid but not earned prior to the termination of the Contract shall be refunded by the Administrator.

SIXTH: There shall be no penalty for release or resignation by the Administrator from this Contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and retirement. Other deductions may be withheld as agreed to by the parties to this Contract.

EIGHTH: The Administrator hereby affirms that he is not under Contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by the Agreement. The Administrator further affirms that at the beginning of the term of this Contract and throughout the term of this Contract he holds or will hold a valid Nebraska Administrative Certificate. It is understood and agreed that this Contract is not valid until the Administrator's Certificate, as herein listed, is registered in the Office of the Superintendent and that the Administrator shall not be

compensated for any services performed prior to the date of registration of this certificate. The Administrator understands that one of the terms of employment is to live within the Elm Creek Public School District.

NINTH: Terms and conditions set forth in this Agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board and Administrator or a duly recognized collective bargaining agent for said Administrator, and said Agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: New Contracts must be executed by the Administrator and delivered to the Superintendent, or the Secretary of the Board of Education of the District within seven (7) calendar days of the receipt thereof from the District. A new Contract shall not be offered to the Administrator prior to March 15<sup>th</sup>. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-828 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the Contract or renewal agreement to the Superintendent, or the Secretary of the Board of Education of the District on or before August 1, 2015, shall constitute a rejection by the Administrator of the offer of employment.

TWELFTH: Other Contract terms:  
Salary & insurance (see page 1 of Contract)  
Sick Leave – 11 days per year/accumulate to 45  
Professional Leave – as needed  
Personal Leave – 2 days per contract year  
Bereavement Leave – as per Teachers' Master Agreement  
Residential requirement – must live within the district boundaries.

ELM CREEK PUBLIC SCHOOL  
DISTRICT BUFFALO COUNTY  
DISTRICT #10-0009

_____ Administrator	_____ Date
_____ Board Member	_____ Date
_____ Secretary of the Board	_____ Date

## ELM CREEK PUBLIC SCHOOL DISTRICT SUPERINTENDENT'S CONTRACT

**THIS CONTRACT** is made by and between the Board of Education of the Buffalo County School District 10-0009, a/lit, Elm Creek Public Schools, hereinafter referred to as "the Board," and Dean Tickle, hereinafter referred to as "the Superintendent."

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 17th day of April, 2012, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

- 1) **Term of Contract.** This Contract is for a term of two (2) years beginning on the 1st day of July 2016, and expiring on the 30th day of June 2018. References in this Contract to "contract year" shall mean the period of July 1 to June 30.
  - i) The Board shall, at or before its regular Board meeting in December of 2016 and each subsequent contract year, notify the Superintendent of the Board's offer of continued employment and of the terms of such continued employment. The Superintendent shall accept or deny such contract offer at or before the regular Board meeting in January.
- 2) **Salary.** The annual salary for the 2016-2017 contract year shall be **ONE HUNDRED TWENTY-TWO THOUSAND, FIVE-HUNDRED DOLLARS (\$122,500.00)**; and, the annual salary for the **2017-2018** contract year shall be determined by the Board and Superintendent subject to the provisions of paragraph 2.c. below.
  - a) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District
  - b) In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract
  - c) The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.
  - d) This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3) **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

a) Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met:

1. The Superintendent is currently employed by the District and 2. the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.
  - (a) Vacation. The Superintendent shall be allowed fifteen (15) working days of vacation leave during each contract year. The superintendent may elect to use a vacation day or days anytime during the school year when school is not in session, all other vacation time is to be used during the summer.
  - (b) Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. At the end of each contract year the superintendent will be reimbursed up to five (5) unused vacation days at the effective daily rate of pay in such contract year. Any unused or un-reimbursed vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay.
2. **Sick Leave,** The superintendent shall be entitled to twelve (12) contract days of sick leave the first year of employment as of the first official day included in the initial contract of employment and twelve (12) contract days of each succeeding year accumulative to forty-five (45) days.
  - a. Carry-over and Accumulation of Sick Days. A maximum of forty-five (45) days of sick leave may be accumulated.
3. **Personal Days.** The superintendent shall be entitled to four (4) days of personal leave. Personal days not used will be paid to the superintendent at the "substitute daily rate" in effect for each contract year as set forth in Board of Education policy as follows: The base salary for certificated teachers for such contract year divided by 184 contract days times .62 equals the substitute daily rate. The reimbursement will be made in the final check of the contract year.
4. **Holidays.** The following days shall be holiday days and not working days: Labor Day Thanksgiving Day, Friday following Thanksgiving, Christmas Day, day following Christmas, New Years Day, one-half day on New Year's Eve, Good Friday, Memorial Day and July 4°. Provided that should an identified holiday fall on a weekend day, the Superintendent may elect to take either the first working day before or after the holiday as an off duty day.

5. **Log.** The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the President of the Board of Education, or his or her designee.
- b. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan on the same terms as that which is provided to certificated employees in accordance with the negotiated agreement between the District teacher's association.
  - c. Long Term Disability. The District shall pay for and provide the Superintendent with disability insurance consistent with that provided for other certificated employees for which the Superintendent is qualified under the District's disability insurance plan.
  - d. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request
  - e. Transportation Expenses. Any reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
  - f. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
  - g. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

- 4) **Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

- 5) **Residency.** Superintendent shall maintain permanent residence in the District and shall make the Superintendent's primary place of residence. Superintendent shall have up to twelve (12) months from date of this contract to establish primary residency in the District.
- 6) **Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action study or recommendation, as appropriate.
- 7) **Evaluation of the Superintendent.** The Superintendent shall be evaluated each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation; which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.
- 8) **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement

by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of days of service to the date of such termination bears to the days of service remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owed to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

- i) The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while the Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9) **Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract (2) the required certificate to perform the assigned duties shall be registered as required by law it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

- i) The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided

by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

- ii) There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

10) **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

11) **Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

*The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before April 12, 2016 shall constitute a rejection by the Superintendent of the offer of employment.*

Executed this 11th day of April, 2016.

\_\_\_\_\_  
Dean Tickle, Superintendent

Executed this 11th day of April, 2016.

Board of Education of Buffalo County School  
District 10-0009 a/k/a Elm Creek Public Schools.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

**Educational Service Unit 10**  
Kearney, NE

**NCLB Title Funds**  
**2016-2017 Consortium Participation Information**

Elm Creek Schools

School District \_\_\_\_\_

**Consortium Participation**

**X I do plan to consort 100% of funds in the following title programs:**

➤ Title II-A (Teacher and Principal Training)

Yes\_\_X\_\_ No\_\_\_\_\_

➤ Title III-LEP (Limited English Proficiency)

Yes\_\_X\_\_ No\_\_\_\_\_

➤ Title III-IE (Immigrant Education)                      Yes\_\_X\_\_ No\_\_\_\_\_

**I do not plan to consort any title funds with ESU 10.**

  
\_\_\_\_\_  
Superintendent Signature

April 7, 2016  
\_\_\_\_\_  
Date

Return by April 8, 2016 to Jill Eickhoff, ESU 10.

Educational Service Unit 10  
76 Plaza Boulevard  
PO Box 850  
Kearney, NE 68848-0850

Educational Service Unit 10  
PO Box 850  
Kearney, NE 68848

**NCLB Title I, Part A 2016-2017 Cooperative Agreement**

Please complete and return by April 8, 2016 if your district plans to be a member of the 2016-2017 Title I Cooperative.

School District: **Elm Creek Schools**

  
\_\_\_\_\_  
(Superintendent's signature)

April 7, 2016  
(Date)

Yes. Our school district will participate in the 2016-2017 ESU 10 Title I Cooperative. We understand that the administrative fee will not exceed 7% of our Title I Award.

Participation in the ESU 10 Title I Cooperative was authorized by our Board of Education and recorded in the minutes held on April 11, 2016

No. Our school district will not participate in the 2016-2017 ESU Title I Cooperative.

.....  
In consideration for providing the NCLB Title I, Part A services described below, the District authorizes the ESU 10 Title I Cooperative to receive and disburse all Title I, Part A funds allocated to the District for the 2016-2017 project year. In addition, the District authorizes the Cooperative to utilize up to 7% of the 2016-2017 total entitlement to provide administrative services as required by NCLB Title I, Part A as described below.

Educational Service Unit 10 will act as the administrative and fiscal agent for the District and the Cooperative will:

1. Furnish the administrative personnel to manage the ESU 10 Title I Cooperative.
2. Assume the responsibility of the financial accounting and record keeping.
3. Be responsible for gathering the required statistical data from the District, preparing the annual application and budget, meeting mandated requirements (including NCLB monitoring visits & program improvement), and evaluating and closing out the program, as required by NCLB Title I, Part A.
4. Coordinate the purchasing of materials and supplies for districts with available monies.
5. Provide two (fall and spring) professional development meetings and at least one on-site visit to school district per year.

In consideration, the District will:

1. Assume the responsibility of hiring and evaluating Title I staff. Workmen's compensation and unemployment insurance will be the responsibility of the District.
2. Be responsible for the day-to-day operation of the program in the District. Services to be provided will be remedial reading and/or math. The Title I Cooperative teacher(s) contracted by the District will be responsible for the Student Needs Assessment and other data required by NCLB Title I, Part A to identify those students in most need of Title I services.
3. Assist the ESU 10 Title I Cooperative program coordinator in all aspects of the NCLB Title I, Part A program.
4. Provide release time for teachers to attend agreed upon and pre-scheduled staff meetings.
5. Conform to all rules and regulations for the NCLB Title I, Part A program as set forth by federal and/or state legislation.
6. Bear full responsibility for any loss of funds caused by unilateral action(s) taken, against the advice of the ESU 10 Title I Cooperative that would cause the District to incur audit exceptions. Should action on the part of the Cooperative cause audit exceptions, the ESU 10 Title I Cooperative will be responsible for the funds lost because of audit exceptions.
7. Provide the ESU 10 Title I Cooperative with one school year's written prior notice if the decision is made to withdraw from membership in the ESU 10 Title I Cooperative.
8. Be responsible for giving public notice, organizing, and conducting all parent advisory council meetings as required by NCLB Title I, Part A regulations.

The NDE Title I Office will provide program monitoring and consultation services to ESU 10 Title I Cooperative districts and the program coordinator.

All Title I funds granted or reallocated to the District by the NDE Title I Office will be expended solely for Title I service to the District.

On receipt of final budget authority, the District will be informed of amounts to set aside as line 319 of LEA Title I Budget for contracted services to Educational Service Unit 10 for administration of the 2016-2017 ESU Title I Cooperative.

Date
4/5/2016

Name / Address
Elm Creek Public School 230 E Calkins Elm Creek, NE 68836



Item	Description	Qty	Rate	Total
Lawn Treatment	5-Step Fertilization (Price per step)	4	794.00	3,176.00
Lawn Treatment	5-Step Fertilization (Price for 3rd step)	1	840.00	840.00
			<b>Total</b>	\$4,016.00

Signature: \_\_\_\_\_

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

**GRACZYK** 320 South Avenue  
 Lawn & Landscape PO Box 608  
 Elm Creek, NE 68836

# Estimate

Date
4/5/2016

Name / Address
Elm Creek Public School 230 E Calkins Elm Creek, NE 68836



Item	Description	Qty	Rate	Total
Lawn Treatment	5-Step Fertilization (Price per step) Practice Field	4	400.00	1,600.00
Lawn Treatment	5-Step Fertilization (Price for 3rd step)	1	468.00	468.00
			<b>Total</b>	\$2,068.00

Signature: \_\_\_\_\_

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

# **Elm Creek Public Schools**

Curriculum, Technology and Finance Committee

Thursday, April 7, 2016, 7:00am

1. FCCLA vs. Skills USA,
2. Revised mission statement and guiding principals,
3. Kindergarten increased enrollment numbers,
4. Hiring positions for 2016-2017,
5. Advisor dashboard program,
6. Other...



Dean Tickle <dean.tickle@elmcreekschools.org>

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## B&G Tour Agenda

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Dean Tickle <dean.tickle@elmcreekschools.org>

Sun, Mar 27, 2016 at 9:12 PM

To: Lynette Mitchell <lmitchell\_85@hotmail.com>, Morgan Meier <momeier155@gmail.com>, Jeff Meads <jeffmeads\_11@hotmail.com>

Cc: Dean Tickle <dean.tickle@elmcreekschools.org>

Bcc: Denise Ourada <happyknitter.denise@gmail.com>

### **Building and Grounds Tour**

*March 28, 2016 - 8:00am*

#### **1. Biggest needs / Areas to watch for 2016-2017**

- track overspray
- visitor bleacher foundation/ restoration
- potential gym bleacher repair
- maintenance program for HVAC/boilers
- clean-up / vacation of storage facilities
- electronic doors

#### **2. Non-school fund projects (potentially)**

- wall padding in gyms
- projector in new gym
- EC Foundation update to light/sound for stage

#### **3. Other...**

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Dean Tickle, Superintendent  
Elm Creek Public Schools  
230 Calkins Ave.  
Elm Creek, NE 68836  
[\(308\) 856-4300](tel:(308)856-4300)