

## Board of Education Regular Meeting

Monday, August 17, 2020 7:00 PM

Library Flex Room  
230 Calkins Avenue  
Elm Creek, NE 68836-0490

1. Call to Order
2. Flag Salute
3. Open Meeting Act
4. Roll Call
5. Approval of Agenda
6. Citizens Comments
7. Consent Agenda
  1. Minutes
  2. Claims
  3. Treasurer's Report
8. Information Items
  1. Tobin Buchanan from First National Capital Markets will present on being the Municipal Adviser during the bond election and representing the school district when selling the bonds.
  2. Russ Koch is a Facilities Consultant that specialized in assisting school districts with long and short range facilities planning.
9. Action Items
  1. ALICAP 2020-2021 Billing Statement of \$80,703
  2. Approve Superintendent as District Financial Officer
  3. Appoint the Superintendent to be the Official District Representative for all Local, State, and Federal Programs.
  4. Appoint Superintendent and Principals as Federal Program Officers.
  5. Elementary Student Handbook
10. Reports
  1. Superintendent's Report
  2. Principals' Report
  3. Board Committees
11. Next Regular Board Meeting
12. Executive Session
13. District Board Policies
14. Adjournment

Board of Education Regular Meeting

Monday, July 13, 2020 6:00 PM

1. Call to Order

2. Flag Salute

3. Open Meeting Act

4. Roll Call

5. Approval of Agenda

Motion to approve the agenda Passed with a motion by JC Ourada and a second by Morgan Fouts. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

6. Citizens Comments

7. Consent Agenda

Motion to approve the consent agenda Passed with a motion by Suzanne Brodine and a second by Dana Steiner. This motion, made by Suzanne Brodine and seconded by Dana Steiner, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

7.1. Minutes

7.2. Claims

7.3. Treasurer's Report

8. Information Items

8.1. Policy First Read- 6400 Parent/Community Involvement in Schools

8.2. PreK-5 Student Handbook

8.3. Proposal for additional, full time, custodial position

8.4. School COVID-19 Response Plan

9. Action Items

9.1. 7-12 Student Handbook - Second Read

Motion to approve the 7-12 Student Handbook. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.2. The board delegates authority to Dr. Schroder, or his designee, to adjust the districts COVID-19 Response Plan as needed.

Motion to approve Dr. Schroder, or his designee, to adjust the districts COVID-19 Response Plan as needed. This motion, made by Suzanne Brodine and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

10. Old Business

11. Reports

11.1. Superintendent's Report

11.2. Principals' Report

11.3. Board Committees

12. Next Regular Board Meeting

13. Adjournment

Motion to adjourn the meeting. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

Board of Education Special Meeting

Friday, July 24, 2020 5:30 PM

1. Call to Order

2. Flag Salute

3. Open Meeting Act

4. Roll Call

5. Approval of Agenda

Motion to approve the agenda as presented. This motion, made by JC Ourada and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

6. Citizens Comments

7. Information Items

7.1. Purchase of chromebooks

7.2. Update of Covid-19 plan.

8. Action Items

8.1. Chromebook Purchase

To authorize Dr. Schroder to purchase 180 chromebooks and cases. This purchase cannot exceed \$55,000. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9. Adjournment

Motion to adjourn the meeting at 6:09 PM. This motion, made by JC Ourada and seconded by Jeff Meads, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:  
Yea, Dana Steiner: Yea

# Check Register

Direct

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

**01 - GENERAL FUND**

Bank Account :A - General Fund

00017362 INV1539	08/17/2020 08/01/2020	ADVANCEDW	08/13/2020	Advanced Water Company, Inc Service Agreement	1,185.19
<b>Check Total</b>					<b>1,185.19</b>
00017363 072420-01 072420-40 072420-94	08/17/2020 07/24/2020 07/24/2020 07/24/2020	BLACKHILLS	08/13/2020 08/13/2020 08/13/2020	BLACK HILLS ENERGY 225 East Boyd 230 East Calkins 122 N Church Street	123.32 211.03 33.16
<b>Check Total</b>					<b>367.51</b>
00017364 4070708	08/17/2020 07/06/2020	BLICKART	08/13/2020	BLICK ART MATERIALS Felt, Paper, Paint etc	508.69
<b>Check Total</b>					<b>508.69</b>
00017365 47098700	08/17/2020 07/24/2020	CARROT	08/13/2020	CARROT-TOP INDUSTRIES Flags	77.32
<b>Check Total</b>					<b>77.32</b>
00017366 070720	08/17/2020 07/07/2020	CENTURY	08/13/2020	CENTURYLINK Phone	356.07
<b>Check Total</b>					<b>356.07</b>
00017367 7018223	08/17/2020 07/02/2020	CHEMSEARCH	08/13/2020	CHEMSEARCH Aerosol, Cast Out Cubes	975.60
<b>Check Total</b>					<b>975.60</b>
00017368 00188433-00	08/17/2020 06/30/2020	CHIKEARNEY	08/13/2020	CHI KEARNEY DOT PHYSICALS X 2	350.00
<b>Check Total</b>					<b>350.00</b>
00017369 40780	08/17/2020 07/08/2020	CONDITION	08/13/2020	CONDITIONED AIR MECHANICAL SYSTEMS Service Agreement	2,600.00
<b>Check Total</b>					<b>2,600.00</b>
00017370 J724740	08/17/2020 07/24/2020	CUMMINSCE	08/13/2020	CUMMINS INC EXERCISE CLOCK	1,136.34
<b>Check Total</b>					<b>1,136.34</b>
00017371 8067642-0 INV217073	08/17/2020 07/17/2020 07/10/2020	EAKESOFF	08/13/2020 08/13/2020	EAKES OFFICE PRODUCTS Face Masks Copy Machine	105.00 535.68
<b>Check Total</b>					<b>640.68</b>
00017372 9840710	08/17/2020 08/06/2020	ECOLAB	08/13/2020	ECOLAB PEST ELIMINATION Pest Elim	71.01

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Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	71.01
	00017373	08/17/2020	ECOWATER		ECOWATER SYSTEMS	
	SAA2268	08/06/2020		08/13/2020	Softener Salt	210.00
					Check Total	210.00
	00017374	08/17/2020	EGAN		EGAN SUPPLY CO.	
	320048	07/15/2020		08/13/2020	Liners and Bags	121.34
					Check Total	121.34
	00017375	08/17/2020	ESU10		Educational Service Unit 10	
	080120-10	08/01/2020		08/13/2020	iPad Repair	380.00
	080120-11	08/01/2020		08/13/2020	Network Op	2,118.75
					Check Total	2,498.75
	00017376	08/17/2020	ESUCOORD		ESU COORDINATING COUNCIL	
	COOP001450	07/16/2020		08/13/2020	World Book Power Pack	191.16
					Check Total	191.16
	00017377	08/17/2020	FIRSTC		FIRST CARE MEDICAL	
	KOTTIC0003a	07/08/2020		08/13/2020	DOT Physical	175.00
					Check Total	175.00
	00017378	08/17/2020	FLINNS		FLINN SCIENTIFIC INC	
	2491465	07/31/2020		08/13/2020	Fish, Frogs, Animal Parts	638.44
					Check Total	638.44
	00017379	08/17/2020	FOSTERC		CURT FOSTER	
	08012020	08/01/2020		08/13/2020	Rent	100.00
					Check Total	100.00
	00017380	08/17/2020	FOSTFAMI		Foster's Family Foods	
	08012020-14	08/01/2020		08/13/2020	Food	104.53
					Check Total	104.53
	00017381	08/17/2020	GRACZYKL		GRACZYK LAWN & LANDSCAPE	
	64656	07/07/2020		08/13/2020	Serv Step 3	794.00
	64692	07/08/2020		08/13/2020	Football Field	384.00
					Check Total	1,178.00
	00017382	08/17/2020	GRACZYKS		GRACZYK SPRINKLERS	
	5477	07/14/2020		08/13/2020	Service	703.10
					Check Total	703.10
	00017383	08/17/2020	HAPPP		HAPP PUBLISHING	
	753	07/23/2020		08/13/2020	Meeting Minutes	53.83
	766	07/09/2020		08/13/2020	Mtg Notice	6.11
	797	07/30/2020		08/13/2020	Help Wanted	47.25

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Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	818	07/16/2020		Help Wanted	43.75
	819	07/09/2020		Help Wanted	43.75
				Check Total	194.69
00017384		08/17/2020	HOLMES	HOLMES PLUMBING & HEATING SUPPLY	
	244352	07/20/2020		End Stop	7.38
				Check Total	7.38
00017385		08/17/2020	HOMETOWN	Hometown Leasing	
	080720	08/07/2020		Copiers	1,420.00
				Check Total	1,420.00
00017386		08/17/2020	INNOVATIVE	INNOVATIVE OFFICE SOLUTIONS LLC	
	IN3024969	07/08/2020		TP, Soap etc	600.30
	IN3037654	07/20/2020		Sanitizer	70.20
				Check Total	670.50
00017387		08/17/2020	INTELL	INTELLICOM COMPUTER CONSULTING	
	237710	07/31/2020		Repairs	1,006.25
				Check Total	1,006.25
00017388		08/17/2020	ISLANDSU	Island Supply Welding	
	223801	07/31/2020		CYL Rental	69.44
				Check Total	69.44
00017389		08/17/2020	JOURNEY	JourneyEd.com	
	10372490	07/11/2020		Adobe Licenses	500.00
				Check Total	500.00
00017390		08/17/2020	KELLYSA	KELLY'S SALES & AG SERVICE	
	21123	06/06/2020		Suburban	400.77
	21210	07/06/2020		'07 Van	857.30
	21232	06/27/2020		'14 Van	93.95
	21233	06/27/2020		'16 Van	136.94
	21259	07/06/2020		'06 Van	111.45
				Check Total	1,600.41
00017391		08/17/2020	KSBSCHOOL	KSB SCHOOL LAW	
	8470	07/30/2020		Legal Services	17.50
				Check Total	17.50
00017392		08/17/2020	LINWELD	MATHESON TRI GAS	
	51671192	07/31/2020		Shop	195.04
				Check Total	195.04
00017393		08/17/2020	MENARDS	MENARDS - KEARNEY	
	1068	05/18/2020		Paint	170.52
	4629	07/17/2020		Filters, Cleaners, Bulbs etc	100.87

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Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
	4729	07/19/2020		08/13/2020	Floor Paint	86.94
	4815	07/21/2020		08/13/2020	3 Ply Masks	134.76
	5151	07/27/2020		08/13/2020	TV Mount, Screws	48.24
	5227	07/28/2020		08/13/2020	Paint supplies	28.46
	5553	08/03/2020		08/13/2020	Paint	107.00
	5631	08/05/2020		08/13/2020	Batteries, Totes, Batteries	80.61
	5820	08/08/2020		08/13/2020	Spray Bottles	95.12
					Check Total	852.52
	00017394	08/17/2020	MOSTEKE		MOSTEK ELECTRIC	
	7176	07/13/2020		08/13/2020	Warming unit	97.50
					Check Total	97.50
	00017395	08/17/2020	NASB		NEBRASKA ASSN OF SCHOOL BOARDS	
	09012020	08/14/2020		08/13/2020	Insurance Premiums	80,703.00
					Check Total	80,703.00
	00017396	08/17/2020	NASBALICAP		NASB ALICAP	
	INV-05832-M4J1 Y3	07/08/2020		08/13/2020	Finance Workshop	25.00
					Check Total	25.00
	00017397	08/17/2020	NATLARTSC		NATIONAL ART & SCHOOL SUPPLIES, INC	
	1195	07/08/2020		08/13/2020	Markers, Scissors, Easels etc	492.46
					Check Total	492.46
	00017398	08/17/2020	NE COUNADM		NEBRASKA COUNCIL OF SCHOOL ADM	
	64383	08/03/2020		08/13/2020	Admin Days	300.00
					Check Total	300.00
	00017399	08/17/2020	NE RURALC		NEBRASKA RURAL COMMUNITY SCHOOLS ASSN	
	2020-21	06/18/2020		08/13/2020	Dues Renewal	850.00
					Check Total	850.00
	00017400	08/17/2020	NE SAFETY		NEBRASKA SAFETY CENTER	
	57-7913	07/29/2020		08/13/2020	Pupil Transportation	225.00
					Check Total	225.00
	00017401	08/17/2020	NPPD		NEBRASKA PUBLIC POWER DISTRICT	
	071620-6740	07/16/2020		08/13/2020	Bus Barn	51.05
	071620-6744	07/16/2020		08/13/2020	Ballfield	51.05
	071620-6748	07/16/2020		08/13/2020	230 East Calkins	4,615.66
					Check Total	4,717.76
	00017402	08/17/2020	PAYFLEX		PAYFLEX SYSTEMS USA	
	08012020	08/01/2020		08/13/2020	August Fees	150.00
					Check Total	150.00

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Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	00017403	08/17/2020	PEARSON	NCS PEARSON INC.	
	1591005	07/22/2020		08/13/2020 WIAT-4	720.00
	3815276	07/20/2020		08/13/2020 Edeal - Test Kits	5,802.08
				Check Total	6,522.08
	00017404	08/17/2020	PIONEERTE	PIONEER TELEPHONE	
	080120	08/01/2020		08/13/2020 Long Distance	91.36
				Check Total	91.36
	00017405	08/17/2020	PYRAMID	PYRAMID SCHOOL PRODUCTS	
	S1411856.001	07/17/2020		08/13/2020 Markers, Stikki Clips Etc	1,216.30
				Check Total	1,216.30
	00017406	08/17/2020	RAPIDS	RAPIDS	
	874355	07/22/2020		08/13/2020 Probe Wipes	14.24
				Check Total	14.24
	00017407	08/17/2020	SAHLING	SAHLING KENWORTH-KEARNEY	
	041S222139	08/12/2020		08/13/2020 2013 Bus	230.65
				Check Total	230.65
	00017408	08/17/2020	SCHOLAST	SCHOLASTIC INC	
	M6923989	07/21/2020		08/13/2020 Klingelhoefer	386.24
	M6954665	07/21/2020		08/13/2020 1st, 2nd, 3rd Grades	739.59
				Check Total	1,125.83
	00017409	08/17/2020	SCHOOLM	SCHOOLMATE	
	IN000536989	07/13/2020		08/13/2020 Primary Planners	185.25
	IN000537000	07/13/2020		08/13/2020 Elem Planners	299.00
				Check Total	484.25
	00017410	08/17/2020	SCHOOLSP	SCHOOL SPECIALTY	
	208125371851	07/01/2020		08/13/2020 Mat Tape, Footballs	138.56
	20812567-1624	08/03/2020		08/13/2020 Paper Charts, Index Cards	50.35
	308103571574	08/05/2020		08/13/2020 Gloves, Thermometers	342.13
				Check Total	531.04
	00017411	08/17/2020	SERVICE	SERVICEMASTER OF MID NE	
	18548	07/31/2020		08/13/2020 2010 Addition	3,784.87
	18549	07/31/2020		08/13/2020 Elementary	4,061.15
				Check Total	7,846.02
	00017412	08/17/2020	SPOTANSKIC	Cory Spotanski	
	08132020	08/13/2020		08/13/2020 Tuition Reimbursement	980.24
				Check Total	980.24
	00017413	08/17/2020	STATENE	STATE OF NEBRASKA	
	1226437	07/09/2020		08/13/2020 Network Serv Fees - June	409.88

# Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name Description	Amount
	1230856	08/10/2020		08/13/2020 Network Serv Fees-July	232.49
				Check Total	642.37
	00017414	08/17/2020	SWIFT	SWIFTREACH	
	INV-25406	07/17/2020		08/13/2020 SWIFTK12	538.50
				Check Total	538.50
	00017415	08/17/2020	USBANK	CORPORATE PAYMENT SYSTEMS	
	080620	08/06/2020		08/13/2020 OFC, SECONDARY, ELEM	4,761.83
				Check Total	4,761.83
	00017416	08/17/2020	VERIZON	VERIZON WIRELESS	
	9860144551	08/06/2020		08/13/2020 Cell Phone	27.31
				Check Total	27.31
	00017417	08/17/2020	VERNIER	VERNIER SOFTWARE & TECH	
	5372495	08/05/2020		08/13/2020 FRIES - SCIENCE	2,002.10
				Check Total	2,002.10
	00017418	08/17/2020	VILLAGEE	Village Of Elm Creek	
	081320	08/13/2020		08/13/2020 WATER, SEWER, TRASH	742.50
				Check Total	742.50
	00017419	08/17/2020	WELLSF	WELLS FARGO BUSINESS CARD	
	072720-9810	07/27/2020		08/13/2020 OFC & CUSTODIAL	234.68
				Check Total	234.68
	00017420	08/17/2020	WEXBANK	WEX BANK	
	66846036	07/31/2020		08/13/2020 FUEL	385.54
				Check Total	385.54
	00017421	08/17/2020	WOODWARDS	WOODWARDS DISPOSAL SERVICE	
	no8941-820	07/25/2020		08/13/2020 DOC DESTRUCTION	25.00
				Check Total	25.00
	00017422	08/17/2020	ZANER	ZANER-BLOSER EDUCATIONAL PUBLISHERS	
	10253080	07/21/2020		08/13/2020 CURSIVE WRITING BOOKS	326.73
				Check Total	326.73
<b>01 - GENERAL FUND Totals:</b>					<b>137,011.75</b>
<b>Total of Checks Printed:</b>					<b>137,011.75</b>
<b>Report Total:</b>					<b>137,011.75</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 09/01/2019 to 07/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>ECHS</b>	<b>Elm Creek High School</b>							
<b>A</b>	<b>Athletics</b>							
	3030		Uniforms	-5,319.14	0.00	567.41	0.00	-5,886.55
	3031		Basketball	-2,325.37	24,098.79	23,656.23	0.00	-1,882.81
	3033		Cheer	-6,116.37	11,771.42	2,273.22	-2,415.87	965.96
	3034		Cross Country	-295.44	0.00	400.00	0.00	-695.44
	3035		Football	-6,707.63	16,254.81	18,684.37	0.00	-9,137.19
	3038		Golf	-2,039.71	0.00	1,000.00	0.00	-3,039.71
	3041		Track	-5,100.54	1,437.05	1,388.16	-1,437.05	-6,488.70
	3042		Volleyball	-2,384.81	9,168.30	13,140.80	0.00	-6,357.31
	3044		Wrestling	-5,353.22	875.85	10,043.43	0.00	-14,520.80
		<b>A</b>	<b>Totals:</b>	-35,642.23	63,606.22	71,153.62	-3,852.92	-47,042.55
<b>B</b>	<b>Activities</b>							
	1739		Speech	-2,066.21	2,859.25	42.00	-1,754.00	-1,002.96
	1748		School Play	671.80	0.00	0.00	0.00	671.80
	1749		One Act Play	-471.31	2,306.60	1,111.78	-165.77	557.74
	2038		Drama	0.00	0.00	0.00	0.00	0.00
	2084		Fine Arts	0.00	0.00	0.00	0.00	0.00
		<b>B</b>	<b>Totals:</b>	-1,865.72	5,165.85	1,153.78	-1,919.77	226.58
<b>C</b>	<b>Clubs &amp; Organizations</b>							
	1740		ESports	-2,390.09	1,038.25	263.42	-623.90	-2,239.16
	1742		Mock Trial	141.85	0.00	0.00	0.00	141.85
	1743		Band Club	880.73	30.00	0.00	0.00	910.73
	1744		Choir Club	0.00	0.00	0.00	0.00	0.00
	3001		Stu Council	201.12	1,735.06	1,376.03	-597.80	-37.65
	3002		FFA	3,351.32	17,412.32	12,698.24	-294.70	7,770.70
	3003		FCCLA	4,417.64	0.00	57.25	-250.00	4,110.39
	3005		NHS	892.52	2,878.11	2,386.99	-250.00	1,133.64
	3032		Boys Basketball Club	501.61	4,464.50	4,435.81	-100.27	430.03
	3036		Football Club	3,041.78	2,457.58	1,557.53	35.00	3,976.83
	3037		Girls Basketball Club	630.16	1,607.26	1,057.76	-291.05	888.61
	3043		Volleyball Club	953.59	3,809.00	6,414.01	604.50	-1,046.92
	3045		Wrestling Club	1,466.14	6,357.50	1,658.50	0.00	6,165.14
	3046		Cross Country Club	364.81	1,282.51	570.00	-602.70	474.62
	3047		Golf Club	1,145.79	4,003.11	267.00	-1,436.40	3,445.50
	3048		Track Club	3,665.61	1,535.25	0.00	-969.80	4,231.06
	3049		Quiz Bowl	1,450.41	0.00	198.00	0.00	1,252.41
		<b>C</b>	<b>Totals:</b>	20,714.99	48,610.45	32,940.54	-4,777.12	31,607.78

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 09/01/2019 to 07/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>D</b>	<b>Special Funds</b>							
	1766		ACC RDR	2,749.49	531.80	0.00	0.00	3,281.29
	1767		Elem Playground	0.00	0.00	0.00	0.00	0.00
	1768		Stampede Stand	-1,957.06	20.00	0.00	0.00	-1,937.06
	2049		SRS Gifts	-677.51	320.00	150.55	852.31	344.25
	2082		Board Scholarship	252.54	1,237.92	0.00	-1,237.92	252.54
	2086		Presidential Freedom Schol	83.64	199.00	0.00	250.00	532.64
	2087		Attend/Val Sch	-188.62	733.05	1,500.00	726.25	-229.32
	2088		FKC Scholarships	671.73	1,478.50	0.00	-878.50	1,271.73
		<b>D</b>	<b>Totals:</b>	<b>934.21</b>	<b>4,520.27</b>	<b>1,650.55</b>	<b>-287.86</b>	<b>3,516.07</b>
<b>E</b>	<b>Classes</b>							
	2018		Class of 2018	-336.81	0.00	0.00	0.00	-336.81
	2019		Class of 2019	82.27	0.00	0.00	0.00	82.27
	2020		Class of 2020	1,227.73	713.72	1,206.62	0.00	734.83
	2021		Class of 2021	5,772.92	143.25	51.95	-148.05	5,716.17
	2022		Class of 2022	3,074.78	955.80	376.00	-314.10	3,340.48
	2023		Class of 2023	1,979.02	2,017.25	250.00	-1,221.45	2,524.82
	2024		Class of 2024	326.04	2,491.70	0.00	-821.96	1,995.78
		<b>E</b>	<b>Totals:</b>	<b>12,125.95</b>	<b>6,321.72</b>	<b>1,884.57</b>	<b>-2,505.56</b>	<b>14,057.54</b>
<b>F</b>	<b>School</b>							
	1745		Band	7,375.82	1,389.00	1,470.98	-316.00	6,977.84
	1746		Choir	-121.19	0.00	1,577.70	0.00	-1,698.89
	2044		Circle of Friends	659.71	0.00	0.00	0.00	659.71
	3000		Annual/Yearbook	-10,436.21	1,210.00	0.00	0.00	-9,226.21
	3006		Pop - Chesterman	1,683.47	0.00	2,635.60	6,895.36	5,943.23
	3040		Concessions	-2,709.12	17,543.37	25,914.06	7,746.12	-3,333.69
		<b>F</b>	<b>Totals:</b>	<b>-3,547.52</b>	<b>20,142.37</b>	<b>31,598.34</b>	<b>14,325.48</b>	<b>-678.01</b>
<b>G</b>	<b>District</b>							
	1751		FOB	3,500.00	0.00	150.00	0.00	3,350.00
	1752		Technology	36,989.49	1,320.00	6.00	0.00	38,303.49
	2040		General District	-15,457.57	20,014.78	30,934.64	-852.31	-27,229.74
	2041		CCC-Dual Credit Course	665.35	1,580.00	1,750.00	0.00	495.35
	2045		Insurance	-10,909.02	67,883.85	65,926.69	1,237.92	-7,713.94
	2051		Miscellaneous Funds	22,715.95	682.00	532.00	0.00	22,865.95
	2085		Sign Adv	2,372.83	0.00	0.00	0.00	2,372.83
	3029		GENERAL ACTIVITIES	23,036.75	7,862.93	6,796.72	-1,332.86	22,770.10
	3039		Gym Rent	6,589.50	0.00	0.00	0.00	6,589.50
		<b>G</b>	<b>Totals:</b>	<b>69,503.28</b>	<b>99,343.56</b>	<b>106,096.05</b>	<b>-947.25</b>	<b>61,803.54</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 09/01/2019 to 07/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
H	Miscellaneous							
	2037		Special Committee	220.22	65.00	0.00	0.00	285.22
	2050		Courtesy Committee	27.96	620.00	139.81	0.00	508.15
	4000		Checking Acct Interest	0.00	0.00	0.00	0.00	0.00
		H	Totals:	248.18	685.00	139.81	0.00	793.37
		ECHS	Totals:	62,471.14	248,395.44	246,617.26	35.00	64,284.32
			Report Totals:	62,471.14	248,395.44	246,617.26	35.00	64,284.32

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR AUGUST 17, 2020

**GENERAL FUND - ACCT NO. 137766 (Reconciled 8/13/20)**

BANK BALANCE July 1, 2020	\$	807,831.09
RECEIPTS		
BUFFALO COUNTY - TAXES	\$	57,359.65
VOIDED CUMMINS CK. #17311	\$	599.98
Dawson County	\$	22.82
Donation	\$	1,501.00
ESU #10	\$	13,691.12
MONA	\$	59.04
PHELPS COUNTY - TAXES	\$	3,090.18
PRESCHOOL PAYMENTS	\$	-
STATE - Sped SA FFR Reimbursement 18-19	\$	-
STATE AID	\$	-
STATE - MAC & MIPS	\$	-
TOTAL RECEIPTS	\$	76,323.79
AVAILABLE BALANCE	\$	884,154.88
DISBURSEMENTS:		
Bills Paid July, 2020	\$	47,749.65
Payroll	\$	300,061.73
TOTAL DISBURSEMENTS	\$	347,811.38
BOOK BALANCE July 31, 2020	\$	536,343.50

**DEPRECIATION FUND - ACCT NO 14832**

Balance July 1, 2020	\$	65,421.52
Expenses	\$	-
INTEREST	\$	-
BOOK BALANCE July 31, 2020	\$	65,421.52

**CERTIFICATES OF DEPOSIT THRU July 31, 2020**

#6692	Bus Depreciation	\$	12,179.44
#6233	Track Maintenance - Issued 8/31/09	\$	17,149.19
#6013	Track Maintenance	\$	58,179.99
#2232	Unemployment	\$	11,309.19
#6482	Track Maintenance - Issued 8/31/2011	\$	10,502.13
	CERTIFICATE TOTALS	\$	109,319.94

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR AUGUST 17, 2020

**BUILDING FUND (Reconciled 8-12-2020)**

Balance July 1, 2020	\$	40,101.31
BUFFALO COUNTY	\$	958.43
DAWSON COUNTY	\$	-
Phelps County	\$	62.10
INTEREST	\$	3.45
BALANCE July 31, 2020	\$	41,125.29

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

(Reconciled 8-12-20)

Balance July 1, 2020	\$	442,001.57
RECEIPTS- BUFFALO	\$	5,518.77
RECEIPTS - DAWSON COUNTY	\$	-
RECEIPTS - PHELPS COUNTY	\$	356.96
BALANCE July 31, 2020	\$	447,877.30

**SAM/DUNS ACCOUNT (REAP-1173)**

(Reconciled)

Balance July 1, 2020	\$	10,193.40
DISBURSEMENTS	\$	-
BALANCE July 31, 2020	\$	10,193.40

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS  
FOR AUGUST 17, 2020

**LUNCH FUND**

BANK BALANCE July 13, 2020 (Reconciled 8-12-20) \$ 9,328.90

RECEIPTS

LUNCH SALES	\$	-
EFUND PAYMENTS	\$	-
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
SFP FY 2020 (Summer Lunch - COVID)	\$	9,743.12
TRANSFERS FROM GENERAL ACCT	\$	-
<b>TOTAL RECEIPTS</b>	<b>\$</b>	<b>9,743.12</b>

AVAILABLE BALANCE \$ 19,072.02

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	2,823.66
Supplies	\$	779.00
July Payroll	\$	7,204.13

TOTAL DISBURSEMENTS \$ 10,806.79

BALANCE July 31, 2020 \$ 8,265.23

August Bills

BERNARD FOODS	\$	2,048.34
CASHWA	\$	4,431.98
FOSTERS	\$	53.11
HILAND (MILK)	\$	687.32
RAPIDS	\$	602.15
US FOODS (THOMPSON)	\$	475.65
VILLAGE UNIFORM (TOWELS ETC)	\$	57.33

\$ 8,355.88

CONTRACT FOR MUNICIPAL ADVISORY SERVICES

This Contract for Municipal Advisory Services (together with the attached Exhibits and Work Amendments (as hereinafter defined), this "Contract") is made and entered into this \_\_\_ of \_\_\_\_\_, 2020 (the "Effective Date") by and between Buffalo County, Nebraska School District 0009 (Elm Creek Public Schools) (the, "Issuer") and First National Capital Markets (the "Municipal Advisor").

RECITALS

WHEREAS, the District plans to consider and possibly authorize (1) the calling of a bond election and, (2) upon approval by the legal voters of the District, issuance of general obligation bonds to fund additions and improvements (Project); and,

WHEREAS, the District desires and is authorized to retain the services of Municipal Advisor in connection with the financial planning for the Project.

1. **Engagement of Municipal Advisor.** Municipal Advisor shall provide financial consulting services to the Issuer (the "Work") described on separate, subsequent amendments to this Contract, in substantially the form attached hereto as Appendix A and incorporated herein by reference (each, a "Appendix," and collectively, the "Appendices"). The Issuer and the Municipal Advisor intend and agree that, to the extent the performance of services by the Municipal Advisor under this Contract constitutes municipal advisory activities within the meaning of rule 15Ba1 of the Securities Exchange Act of 1934 or otherwise creates a fiduciary duty of the Municipal Advisor under Section 15B(c)(1) of the Securities and Exchange Act of 1934 or any applicable rule of the Municipal Securities Rulemaking Board (MSRB), such duty does not extend beyond the services to be provided under this Contract, and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and Municipal Advisor.

2. **Scope of Services.** The Municipal Advisor is hereby engaged by the Issuer as an independent contractor to perform, in accordance with industry best practices and in the best interest of the Issuer, such portions of the Work which may include certain financial consulting services set forth on Appendix B to this Contract (the "Municipal Advisory Services"), which is attached hereto and incorporated herein by reference. The Municipal Advisor shall be compensated pursuant to Section 3 hereto for performing such Municipal Advisory Services.

3. **Compensation.** For services provided, and in connection with its role advising during the planning stages, the Municipal Advisor shall be paid an engagement fee of \$4,000. For services provided, and in connection with the issuance of general obligation bonds, the Municipal Advisor shall be paid a fee equal to the following:

<u>Par Amount</u>	<u>Fee</u>
\$0-\$10,000,000	0.60% of Par
\$10,000,001-\$20,000,000	0.50% of Par
>\$20,000,000	0.40% of Par

Such fee shall be paid at the time of the closing of the bonds in the form of check or by wire from bond proceeds or district funds.

4. **Underwriting.** Except as hereinafter provided, Municipal Advisor covenants and agrees that neither it nor any affiliate of the Municipal Advisor will directly or indirectly act as or on behalf of an underwriter for any municipal securities issued by the Issuer that is directly related to any issuance in which the Municipal Advisor provides Work.

5. **Recommendations.** Prior to any Work being carried out by the Municipal Advisor on behalf of the Issuer, the Municipal Advisor shall not recommend to the Issuer that it enter into any municipal securities transaction or municipal financial product unless the Municipal Advisor has a reasonable basis for believing, based on the information obtained through the reasonable diligence of the Municipal Advisor, that such transaction or product is suitable for the Issuer and is reasonably in the best interest of the Issuer.

6. **Expenses.** Municipal Advisor will be responsible for all of the Municipal Advisor's out-of-pocket expenses, including communication, cost of financial analysis and reports prepared in fulfilling its duties outlines herein. If out-of-state travel is directed by the Issuer, the Issuer will reimburse the Municipal Advisor for those expenses. The Issuer will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancements, printing of bonds, printing and distribution of required disclosure documents, trustee fees, payment agent fees, CUSIP registration, and the like.

7. **Term of Contract.** The term of this contract shall be for a period beginning \_\_\_\_\_, 2020, and continuing through the occurrence of one of the following events, whichever occurs first in time:

a. The approval by the legal voters at an election held either by special or general election held on or before December 31, 2021 of a bond issue to finance the Project, and the completion of all services provided by Municipal Advisor for the Project under the terms of this Agreement.

b. No bond issue is approved by the legal voters of the School District to finance the Project on or before December 31, 2021, and in such event, this Agreement shall terminate; provided that nothing in this paragraph requires the School District to conduct a bond issue during the period of \_\_\_\_\_, 2020 and December 31, 2021.

c. Upon thirty (30) days written notice by either party hereto of a determination to terminate this agreement; provided that following a successful bond election, but prior to the issuance of the first series of bonds, neither the District nor Municipal Advisor may terminate this contract, and after the issuance of the first series of Bonds, the District or Municipal Advisor may terminate this agreement as provided herein. This Agreement shall not create a continuing contract for fiscal agent, financial advisor, or any other services for future building projects or bond elections beyond the term set forth herein.

8. **Disclosure of Conflicts of Interest.** Attached hereto as Appendix C is the Municipal Advisor's Disclosure of Conflicts of Interest with respect to Municipal Advisor's compensation arrangement which is contingent on the closing of the transaction described in the Work. Except for the preceding sentence, Municipal Advisor has no known conflicts of interest. By execution of this Contract, the Issuer acknowledges it has read the attached Appendix C and has asked any questions or sought any clarification about the disclosure, with no further questions about the disclosure.

9. **Professional Liability Insurance.** Municipal Advisor has and during the term hereof, will maintain the professional liability insurance as shown on Appendix D. Municipal Advisor is not now nor has it ever been subject to any material legal or disciplinary events.

10. **Independent Contractor.** The Municipal Advisor is an independent contractor and nothing herein contained shall constitute or designate the Municipal Advisor or any of its employees or agents as employees or agents of the Issuer.

11. **Assignment.** Neither the Municipal Advisor nor the Issuer shall have the right or power to assign any of its respective rights or delegate any of its respective duties under this Contract, without the express written consent of the other party. Acquisition of the Municipal Advisor, or all individuals duly licensed to serve as Municipal Advisor, by a third party firm shall not constitute an assignment of this Contract.

12. **Entire Contract/Amendments.** This Contract, the Appendices hereto, and any amendments hereto (including any Appendices) which are expressly incorporated herein, constitute the entire Contract between the parties hereto and set forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract may not be modified except by a writing executed by both the Municipal Advisor and the Issuer.

13. **Not Liable for Advice of Third Party Municipal Advisors.** Should the Issuer seek advice from third party municipal advisors, bankers or legal advisors or others providing guidance similar in scope or kind to that contemplated herein, the Issuer agrees that the Municipal Advisor shall not be held liable for advice or recommendations made to the Issuer by third party municipal advisors, bankers or legal advisors.

14. **Legal Advice.** The Municipal Advisor is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Municipal Advisory Services contemplated in this Contract shall be construed as or a substitute for legal services.

15. **Not Liable for Inadvertent Advice.** In the event that Municipal Advisor inadvertently provides advice to the Issuer where Municipal Advisor provides advice to a person or entity that is not identified herein as an obligated person or where Municipal Advisor provides advice to the Issuer but subsequently provides no advice with respect to the transaction identified by the Work, Municipal Advisor will, as promptly as possible, provide to the Issuer, a document which states: (i) Municipal Advisor did not intend to provide said advice and that it has ceased engaging in Municipal Advisory Services with the Issuer, (ii) a notification of the disclosures of the conflicts of interest has not been provided; (iii) Municipal Advisor has, in good faith, undertaken reasonable efforts to identify the advice that was inadvertently provided; and (iv) a request that the Issuer acknowledge receipt of the notification.

16. **Indemnification.** To the extent the Issuer is authorized by law to indemnify the Municipal Advisor, the Issuer shall indemnify and hold harmless the Municipal Advisor, each individual, corporation, partnership, trust, association or other entity controlling the Municipal Advisor, any affiliate of the Municipal Advisor or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Issuer's gross negligence or willful acts, errors or omissions in the performance of its obligations under this Contract or any

other resolution, document or covenant with respect to the Issuer issued by Issuer as contemplated herein.

To the extent the Municipal Advisor is authorized by law to indemnify the Issuer, the Municipal Advisor will indemnify and hold harmless the Issuer each individual, corporation, partnership, trust, association or other entity controlling the Issuer, any affiliate of the Issuer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon the Municipal Advisor's gross negligence or willful acts, errors or omissions in the performance of its services under this Contract.

The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer respecting these laws shall not constitute a breach by the Municipal Advisor or any of its duties and responsibilities under this Contract.

16. **Notices.** Any written notice or communications required or permitted by this Contract or law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States; mail, first-class postage prepaid, addressed to the Issuer at :

Buffalo County SD 0009  
a/k/a Elm Creek Public Schools District  
230 East Calkins Avenue  
Elm Creek, Nebraska 68836

Or to the Municipal Advisor at:

First National Capital Markets  
Attn: Tobin Buchanan  
2223 2<sup>nd</sup> Avenue  
Kearney, Nebraska 68848

17. **Consent to Jurisdiction: Service of Process.** The parties each hereby (a) submits to the jurisdiction of the District Court of Douglas County, Nebraska sitting in Omaha, Nebraska with respect to any actions and proceedings arising out of or relating to this Contract, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Contract other than in the District Court of Buffalo County, Nebraska sitting in Kearney, Nebraska and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

18. **Counterparts; Severability.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Contract which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms

and provisions of this Contract or affecting the validity or enforceability of any of the terms or provisions of this Contract in any other jurisdiction.

19. **Parties in Interest.** This Contract, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, any Indemnitee and their respective successors, heirs and assigns, and nothing in this Contract, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

20. **General.**

The failure of either of the parties to enforce any right or provision under this Contract shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Contract.

The captions in this Contract are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Contract or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the "Word")," and thereafter in this Contract, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written. By the signature of its representative below, (i) each party affirms that it has taken all necessary action to authorize said representative to execute this Contract; and (ii) the Issuer has read the DISCLOSURES OF CONFLICTS OF INTEREST, attached hereto as Exhibit C-1 and C-2, and has asked any questions or sought any clarification about such disclosures, with no further questions about said disclosures.

Buffalo County, Nebraska Schools 0009 (Elm Creek Public Schools)

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

Title: President, Board of Education

First National Capital Markets

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

Title: Director

**APPENDIX A**

**APPENDIX TO MUNICIPAL ADVISORY SERVICES CONTRACT**

This Appendix to Municipal Advisory Services Contract (this "Appendix") is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Buffalo County School District 0009, a/k/a Elm Creek Public Schools (the "District"), and First National Capital Markets (the "Municipal Advisor").

**RECITALS**

WHEREAS, the District and Municipal Advisor entered into a Municipal Advisory Services Contract dated as \_\_\_\_\_, 2020 (the "Contract"); and

WHEREAS, the District desires to amend the Contract to include the Work as hereinafter defined; and

WHEREAS, the District desires to engage Municipal Advisor to render services with respect to the Work.

NOW THEREFORE, the parties agrees as follows:

The following Work is included in the scope of services to be provided under the Contract:

- Financial planning and guidance with respect to the District's Proposed Bond Issue referendum and any related or unrelated debt issuance for expansion or improvement of the District's facilities.

The Issuer hereby acknowledges that prior to the execution of this Appendix, Municipal Advisor has discussed with the Issuer (i) the Municipal Advisor's evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; (ii) the basis upon which the Municipal Advisor reasonably believes that the recommended municipal securities transaction or municipal financial product is suitable for the District; and (iii) whether the Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommended municipal securities transaction or municipal financial product that might also or alternatively serve the Issuer's objectives.

This Appendix forms part of, is subject to and incorporated into the above-referenced Contract.

IN WITNESS WHEREOF, the parties have executed this Appendix to Municipal Advisory Services Contract on the date first above written. By the signature of its representative below, (i) each party affirms it has taken all necessary action to authorize said representative to execute this Appendix; and (ii) the District has read the DISCLOSURES OF CONFLICTS OF INTEREST, attached to the Contract as Appendix C, and has asked any questions or sought any clarification about such disclosures, with no further questions about said disclosures.

Buffalo County School District 0009, a/k/a Elm Creek Public Schools By: _____ Title: _____ President, Board of Education	First National Capital Markets By: _____ Title: Tobin Buchanan Director
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## MUNICIPAL ADVISORY SERVICES

### APPENDIX B

The Municipal Advisory Service to be provided include all duties and services necessary or advisable to facilitate the issuance of bonds and other obligations, including, but not limited to:

A. PRE-BOND ISSUE ELECTION SERVICES: The Municipal Advisor shall provide the following services prior to the election held regarding the issuance of bonds to fund the Project:

- The provision of a fiscal analysis for the financing of the Project through the issuance of general obligation bonds supported by ad valorem taxes.
- Assistance along with the design and construction consultants for the Project to determine the financial cost and dollar amount requested to be submitted to the legal voters at a bond election call be the Board of Education of the District.
- Work with the staff and Board of Education to develop and recommend a bond election information program and a financing plan deemed to be acceptable by the school district.
- Appear as the District's financial advisor at Board of Education or public meetings to provide information with regard to the financing of the proposed construction of the Project.
- Provide financial information to any citizen's committee formed regarding the bond issue.
- Assistance in working with the County Clerk(s) or Election Commissioners(s) having jurisdiction over the bond issue ballot election in the calling and conduct of the ballot issue regarding the proposed bond issuance.
- Provide bond issue ballot election services, including assistance in retaining bond counsel to provide legal advice and in the development of the resolution to call the bond issue election, ballot language and the preliminary and final official statements, and attendant documents as required by law in the call of and conduct of an election of the ballot issue.

B. POST-BOND ISSUE ELECTION SERVICES: Should the bond issuance for the Project be approved by the legal voters of the Issuer, the Municipal Advisor shall provide the following services regarding the issuance of bonds to fund the Project:

- Provide recommendations regarding the timing, structure, conditions and form of debt issuance, including evaluation of bond insurance costs.
- If a competitive sale is selected, assist in the preparation of bids, formation of bidding syndicates and review of the bids received.
- If a negotiated sale is selected, advise the issuer concerning the number of qualifications of the managing underwriters and their compensation level, market trends, and interest rates proposed by the managing underwriters at the point of entry to the market.
- Assist in the preparation of information for rating agency presentations, schedule and assist in the presentations, and act as a liaison with the agencies, providing information as needed to maintain and improve the Issuer's ratings.

- Coordinate and prepare Preliminary and Final Official Statements, and other financing documents, including arranging for printing, mailing, and online posting for prospective investors.
- Advise the Issuer concerning the need for credit enhancement and assist in the procurement and negotiation of related agreements.
- Monitor and control fees and expenses incurred in connection with the issuance of bonds.
- Coordinate electronic bid verifications and recommend acceptance or rejection of bids. Evaluate bids relative to the market and other comparable securities.
- Assist in working with the County Clerk and staff and County Election Commissioner and staff having jurisdiction over the election in the calling and conduct of the ballot issue regarding the issuance of the bonds.
- Assist in closing details and post-closing duties, including ensuring compliance with compliance with continuing disclosure filing requirements and providing a post transaction summary report.
- Prepare post sale analysis describing the results of the sale in comparison with other financings in the market.
- Maintain debt service records on all outstanding Issuer debt.
- Monitor and advise the Issuer on refunding opportunities and other financial products that would benefit the Issuer.
- Assist in the development and evaluation of requests for proposals and other bidding documents for various services, including procurement of bond insurance and letter of credit.
- Attend meetings to present recommendations and analysis and otherwise participate in the financings to assure that the structure, purpose terms and costs of the issue are consistent with the Issuer's best interests and industry practices.
- Bring forward any actual or potential problems that the Municipal Advisor may identify and provide recommendations regarding their solutions.
- Prepare written or oral analyses of unsolicited proposals from investment bankers.
- Review and analyze implications for the Issuer of proposed changes to federal, state and local tax and finance laws.
- Prepare brief financial studies and reports, including current interest rate structures based on the Issuer's credit rating, relating to potential financings, outstanding financings or funding alternatives for new projects.

## DISCLOSURE OF CONFLICTS OF INTEREST

### EXHIBIT C

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternative that may result in the cancellation of the financing or other transaction.

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issues or modify the derivative for the purpose of increasing the advisor's compensation.

Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to the Issuer, or to advise the Issuer to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described herein.

Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Issuer. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Issuer under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of

the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to the Issuer.

## Facilities Adviser Services

- Design Team member
- Organize and facilitate Planning Team Meetings
  - Create agenda
  - Coordinate meetings
  - Develop meeting schedule
- Provide input and recommendations for Architects Services
  - Civil Engineering services
  - Mechanical Engineering Services
  - Electrical Engineering Services
  - Structural Engineering Services
- Attend meetings with Building Inspections and State Fire Marshal Department – pre-bid and as needed during construction phase
- Review cost estimates. Review Change Order Proposals
- Provide input on specifications of: mechanical equipment, electrical equipment/lighting/controls, building envelope systems, flooring/interior finishes
- Review Drawings and specifications
- Review contracts
- Provide Request for Pricing documents for additional construction services (special testing/inspections, security systems, access control systems, temperature control system and printing services)
- Scheduling of planning and construction events – prioritize and implement
- Provide bidding requirements
- Contact General Contractors for bidding (bidder interest)
- Review bids and contractors, investigate proposed subcontractor, establish conditions with GC prior to awarding a contract
- Provide information and recommendations on school furniture needs
- Review progress with Board of Education
- Provide Security recommendations and reviews for security cameras and access control systems
- Provide recommendations on District's and General Contractor's safety requirements
- Attend weekly progress meeting with General Contractor during construction phase
- Attend monthly progress meeting with General Contractor, Architect and Engineering consultants
- Attend and take part in "Architect, General Contractor Punch List inspection"
- Provide warranty follow up as needed during 1<sup>st</sup> year of operation
- Provide/document warranty related items to General Contractor– 1 year inspection
- Coordinate and provide input to the District's Owner Representative or be the District's Owner's Representative if needed.
- **Provide recommendations for any construction/facilities issues as requested by the Superintendent of Schools as needed – on call 24/7**

## FACILITIES CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into between the Elm Creek Public Schools ,230 East Calkins Ave., Elm Creek, NE 68836 (“District”) and Russell Koch (“Consultant”) on this “9th” day of March, 2020

1.1. Facilities Advisor/Planner. Consultant agrees to serve as a Facilities Advisor/Planner to the District with respect to the providing services needed for Board of Education approved short, medium and long range facilities improvements and projected construction projects that meet the Board goals, student and staff needs and community expectations. Consultant agrees to serve as a Facilities Adviser/Consultant to the District, pursuant to the terms and conditions set forth herein. Consultant’s services will be provided to the District on an “as needed” basis and the District is under no obligation to use Consultant’s services for a definite term or duration. Consultant’s obligation to provide services as set forth herein shall arise only when requested by the Superintendent of the District.

1.2. Independent Contractor. Consultant shall at all times be an independent contractor to the District and Consultant shall be responsible for furnishing all tools, equipment and devices that are necessary for performing the duties set forth herein. Consultant shall not be deemed an employee of the District and shall not be entitled to any benefits accorded to District employees.

1.3. Services. Consultant’s obligation to provide services shall arise only when requested by the Superintendent of the District. Consultant’s services shall be limited to the following subjects and topics, unless otherwise specifically requested by the Superintendent of the District:

- a. Provide advice and/or recommendations to the Superintendent with respect to existing conditions of school facilities.
- b. Provide the District Facilities Planning Services which may include assisting with selection of an Architect for construction projects . Planning will be with input and approval of the Elm Creek Public Schools Board of Education.
- C. Provide Services as requested for assistance with any other school related items including, but not limited to, school purchasing, scheduling/organizing of construction activities in relationship to school activities, and any other items relating to school construction projects.

The District is under no obligation to use Consultant’s services for a specific term or duration. Consultant is under no obligation to provide any services until such services are specifically requested by the Superintendent.

1.4. Advisory Capacity. Consultant acknowledges and understands that Consultant's services are provided in an advisory capacity and that Consultant has no authority to direct, control or to change the scope of the construction projects. A Consultant is not an agent or representative of the District and has no authority to bind the District or take any action on behalf of the District unless specifically permitted by the Superintendent of the District.

1.5. Consulting Fee. The District agrees to pay Consultant a consulting fee of \$80.00 per hour. Consultant shall not be reimbursed for any expenses beyond the consulting fee unless such expenses have been previously approved for reimbursement by the Superintendent of the District. Consultant shall submit monthly invoices that set forth the date upon which services were provided, the number of hours services were provided (if services were for less than an hour, Consultant shall report such time in one-quarter of an hour increments) and a brief description of the services provided. Any authorized reimbursements shall also be included. Invoices shall be paid after they have been approved by the District Board of Education. In the event that services are required for large group community engagement or presentations, the fee charged will be at \$95.00 per hour.

1.6. Mileage will be reimbursed by the School District at State rate. Travel distance is round trip from Lincoln to Elm Creek and back to Lincoln.

1.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties, and may be amended or changed only in writing signed by both Consultant and the District.

1.8. Choice of Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement shall be found invalid or unenforceable, such provision may be severed and shall not affect the other provisions of this Agreement.

CONSULTANT \_\_\_\_\_ Russell Koch

DISTRICT: Elm Creek Public Schools

SUPERINTENDENT \_\_\_\_\_

# ALICAP

Nebraska Association of School Boards  
All Lines Interlocal Cooperative Aggregate Pool

## NASB ALICAP PREMIUM CONTRIBUTION BILLING STATEMENT

Original notice for policy year 2020-2021

9/1/20 through 8/31/21

Name of School District/ESU: **Elm Creek Public Schools**

### Workers Compensation:

<u>Class Code</u>	<u>Original estimated payroll</u>		<u>9/1/20 Pool Rates</u>	<u>Cost</u>
8868	\$3,275,000	X	.0047	\$15,393
9101	\$174,000	X	.0433	\$7,534
7380	<u>\$56,000</u>	X	.0650	<u>\$3,640</u>
Total	<u>\$3,505,000</u>			

Base premium contribution	\$26,567	
Experience Modifier ( <i>times</i> )	<u>0.76</u>	
Modified Premium	\$20,191	
Premium Size Discount ( <i>less</i> )	<u>\$1,656</u>	
contribution required per estimated payroll figures		\$18,535

Property, Liability, Boiler and Machinery, Errors and Omissions: \$72,824

Contribution Due for 20-21 policy year \$91,359

### Credits:

Owner Dividend Credit (10656)  
Loss Control Credit 0

**Total Credit (10656)**

**Net Contribution Due for 20/21 Policy Year \$80,703**

#### Legend of Classification Codes:

8868 = Professional employees, teachers, administrators, aides and clerical

9101 = Custodians, cooks, and all other employees

7380 = Bus Drivers

**PLEASE MAKE CHECKS PAYABLE TO AND REMIT TO**  
NASB ALICAP  
1311 Stockwell Street  
Lincoln, NE 68502

Billing is subject to adjustment based upon audited payroll figures or upon any applicable statutory requirement.

**Payment due no later than September 30, 2020**

**Elm Creek Public Schools  
Elementary Student Handbook  
2020-2021  
(revised July 8, 2020)**



**Love BLUE,  
Live GOLD !**

In compliance with Title II of the Educational Amendments of 1976; Title VI of the Civil Rights Act of 1972; Section 504 of the Rehabilitation Act of 1978; and all other Federal, State, School rules, laws, regulations, and policies, the Buffalo County School District No. 9 shall not discriminate on the basis of sex, age, race, color, national origin, religion, or disability in the educational programs of activities, which it operates.

Specified complaints of alleged discrimination should be referred to:

**Title IX Coordinator**  
Section 504 Coordinator – Jessica Edeal  
Buffalo County School District No. 9  
230 Calkins Street, PO Box 490  
Elm Creek, Nebraska 68836

## Elementary Handbook 2020-2021 School Year

### Foreword

#### Section 1. Intent of Handbook:

This handbook's intended use is for students, parents/guardians, and staff as a guide to the rules, regulations, and general information at Elm Creek Elementary School. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents/guardians are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day or school year. This handbook does not create a "contract." The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

The guidelines, rules, and procedures listed within are in effect, board policy as the handbook is voted on annually by the Elm Creek Board of Education. The expectation is that all of our students, parents, staff, and community members demonstrate "Living Gold" by working and living within the practices outlined in this handbook. So, please commit to, and encourage others to embrace, the motto of LOVE BLUE, LIVE GOLD.

#### Section 2. Members of the board of education:

Mr. JC Ourada

Mrs. Suzanne Brodine

Mr. Jeff Meads

Mr. Morgan Fouts

Mrs. Alicia Beavers

Mrs. Dana Steiner

#### Section 3. Administration:

Dr. Bret Schroder, Superintendent

Mrs. Terah Williams, Elementary Principal

Mr. Cory Spotanski, Jr./Sr. High School Principal and Activities Director

#### Section 3. Faculty:

Name	Position	Office Phone
Mrs. Stacie Porter	Kindergarten	856-4300 ex 1101
Mrs. Heather Tool	Kindergarten	856-4300 ex 1107
Mrs. Taylor Miller	1 <sup>st</sup> Grade	856-4300 ex 1201
Mrs. Jan Gunderson	1 <sup>st</sup> Grade	856-4300 ex 1204
Mrs. Brandi McCarter	2 <sup>nd</sup> Grade	856-4300 ex 1202
Mrs. Shaina McIntosh	3 <sup>rd</sup> Grade	856-4300 ex 1206
Mrs. Jennifer Schopke	4 <sup>th</sup> Grade	856-4300 ex 1208
Mrs. Renee Bauer	4 <sup>th</sup> Grade	856-4300 ex 1306
Mrs. Holly Sindt	5 <sup>th</sup> /6 <sup>th</sup> Grade	856-4300 ex 1308

Mr. Mike Ford	5 <sup>th</sup> /6 <sup>th</sup> Grade	856-4300 ex 1305
Mrs. Cindy Schroeder	5 <sup>th</sup> /6 <sup>th</sup> Grade	856-4300 ex 1304
Mr. Mitch Muma	Title I Coordinator	856-4300 ex 1301
Mrs. Lacey Bouc	Special Education	856-4300 ex 1203
Mrs. Terah Williams	PK-6 Principal	856-4300 ex 1604

## **Article 1 – Mission, Goals, and Policies**

### **Section 1. District Mission Statement:**

**The Elm Creek School District uses a whole child approach to help all young people become productive and engaged citizens. Our students will be problem solvers, creative thinkers, and be able to make positive choices about their education, future, and the community.**

In order to develop good citizens and lifelong learners, we realize the importance of all aspects of our school: academic and co-curricular programs, as well as school climate and student services. In order to develop capable, responsible young adults who are prepared to aid in global changes, all of our school community members must be confident and resilient in the face of change. In order to develop the full potential of capable, responsible, lifelong learners, our students, staff, families, and community (law enforcement, social services, medical services and private business) need to cooperate fully to support these outcomes.

### **Section 2 Operating Principles**

#### ***As an educational community, we know children learn when...***

- they are actively engaged in a variety of tasks including exploration, play, reading, research, conversation, and invention;
- they are in an environment where they feel safe and supported, where their and physical, intellectual, emotional and social needs are met, and where they are not afraid to fail knowing they will be given more chances to succeed;
- they have a personal connection to or interest in what they are learning and can see how it applies in the world in which they live;
- they are encouraged to think for themselves, to reflect upon their work, to make appropriate choices and to build connections to prior learning;
- they receive ongoing feedback, see and share models of expected outcomes, feel competent and not overwhelmed, and are provided with time for monitored practice;
- they are exposed to a wide variety of learning experiences, materials, technologies, and environments.

#### ***In responding to how students learn, our classrooms will be...***

- student centered, flexible learning environments with multiple resources and technologies, and full of displays of student work;
- learning communities where children feel respected, safe, and well-known;
- environments that enhance communication, collaboration, engagement and enjoyment;

- flexible, but with established routines and shared norms, and a balance of learning activities;
- comfortable places for students to ask questions, learn to make choices, and engage in both individual and group work;
- utilizing authentic and performance assessments in order to modify and adapt instruction and reporting student progress to parents/guardians in ways that are easily understood and reflect student development;
- inviting to parents/guardians, family members, and our communities as they too are valued resources in the learning process.

***To support such classrooms. our schools will be...***

- filled with the voices of kids and where their natural excitement and curiosity is nurtured and accepted;
- places where teachers are encouraged to collaborate and are provided time to do so, hold consistent beliefs on how children learn and share a collective responsibility for the welfare of all students;
- exemplified by a climate of mutual respect and trust among all community members, focused on positive behavior as opposed to punishment;
- flexible in terms of age-grouping, schedules, classrooms, and curriculum, all based on student needs;
- focused on the whole-child, her/his physical, intellectual, emotional and social well-being;
- filled with exhibitions of student work and activities in all areas with regular times for school-wide gatherings and celebrations;
- concerned with more than just test scores, knowing that every child is more than a test score;
- open and welcoming to all parents/guardians, encouraging their active involvement;
- supportive of teachers, providing focused professional development to help teachers create, develop, and expand child-centered, thought provoking and engaging classroom practices using a wide range of instructional strategies and educational technologies.

***The district in support of these schools is committed to...***

- nurturing and encouraging a purposeful, common vision across our district through focused goals and action plans that allow for staff to do their work well;
- utilizing available resources and searching for additional resources to support this common vision as well as to provide appropriate staffing, teaching resources (including technology, texts, materials, and access to the world outside of school), and time for teachers to collaborate;
- listening to and responding to the needs of staff to carry out our shared visions;
- supporting the development of an infrastructure where teachers and students have access to current technologies, learning tools, and the world beyond the schools;
- encouraging and expecting that staff will take unique and flexible approaches to our shared goals and vision;
- providing a focused, district-wide professional development program consistent with our vision that is effective, meaningful, and sustainable;
- communicating with our community and with policy makers about our schools' programs, successes, and needs;
- supporting the economic and civic health of our community;
- communicating regularly with our educational community in ways that include all staff and provides the information necessary for collaborative decision making.

**Section 3. Focus of the School:**

The focus of the school system is on the student. The students and their educational development is the central concern of the board of education's policies and administrative regulations. The board of education, within the parameters provided by the patrons of the school district, will attempt to provide adequate facilities and available means to all who wish to learn in the school district. The Board believes that all employees, parents/guardians and students are entitled to be treated and are obligated to treat others with courtesy, fairness and decency. Only through the commitment and ongoing attention of each of us to a safe, caring, and supportive atmosphere can we expect to achieve our objective of enabling all of our students to become capable and responsible lifelong learners. Accordingly, in this school district, statements or behavior by any member of the school community which insults, degrades, harasses, or stereotypes any other person on the basis of race, gender, disability, physical condition, socioeconomic background, ethnic or national origin, or religion is unacceptable.

#### **Section 4. Complaint Procedures:**

The proper procedures for a parent or student to make complaints or raise concerns about school staff or the school programs or activities are set forth below. Other procedures exist to address discrimination or harassment, the bullying of students, and to challenge disciplinary actions, and such other procedures should be used to address those types of concerns.

##### Complaint procedure:

- Step 1. Have a scheduled conference with the staff person involved in the complaint matter.
- Step 2. Appeal to the principal if the matter is not resolved at Step 1.
- Step 3. Appeal to the superintendent if the matter is still unresolved at Step 2.
- Step 4. Appeal to the board of education if the matter is still unresolved at Step 3.

Written appeal should be made within five (5) days of the superintendent's decision.

##### Conditions Applicable to All Levels of Complaint Procedure:

All information to be considered at each appeal step should be placed in writing in order to be most effective. Appeal decisions shall be expedited as quickly as possible. A decision at any level should be rendered within ten (10) calendar days, unless a legal hearing is requested or required.

#### **Section 5. Entrance Age**

The Board shall not admit any child into the Kindergarten or beginner grade of any school unless such child has reached the age of five years or will reach such age on or before July 31 of the current year.

#### **Section 6. Birth Certificate Requirements**

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Elm Creek Public Schools for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document received from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents would include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, photo I.D., driver's license, baptismal certificate, affidavit specifying child's identity and age, or a translation of a birth certificate from another country. The documents must

be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

### **Section 7. Immunizations and Physicals**

All students are required to be immunized against hepatitis, measles, mumps, rubella, poliomyelitis, diphtheria, pertussis and tetanus **prior to enrollment** and any student not in compliance shall not be permitted to continue in school. Varicella, or documentation of chickenpox disease, will be included as a requirement in each subsequent grade as the child progresses through the remaining grades. Exemptions shall be granted for: 1) medical exceptions for health reasons substantiated by a signed statement from a physician; or 2) religious conflict substantiated by a signed, notarized affidavit from the student or the student's legal guardian, if the student is a minor. Students may be provisionally enrolled in a Nebraska school if they have begun the required immunizations and continue to receive the necessary immunizations as rapidly as is medically feasible.

Evidence of a physical examination by a qualified physician is required within six months prior to the entrance of a child into kindergarten and seventh grade and; in the case of a transfer from out of the state, to any other grade unless a parent or guardian of a student objects thereto in writing. All students entering into a beginner grade or transferring into any grade from out of state will be required to have an eye examination, conducted by a physician, a physician assistant, an advanced practice nurse, or an optometrist within six months prior to enrollment of the student. The examination must include testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.

Parents/guardians may object in writing to prevent their student from the visual or physical examination. The cost of examinations is borne by the parent or guardian. The school district shall provide contact information regarding sources of free or reduced-cost visual examinations for low-income families that qualify.

### **Section 8. Registration**

Parents/guardians are required by law to provide the school with a certified birth certificate and immunization records for each student. The registration process also includes parent/guardian contact information, emergency contact information (other than parent/guardian), current health care provider information, etc. If you are an option student, completed option papers must be returned with the registration packet.

### **Section 9. Student Information Updated**

If there is any change in student information, parents/guardians are asked to inform the school at once of these changes so we can provide for the health and safety of your child as well as keep our school records and school census information current and accurate. For example, if the student moves, changes address, changes telephone number, or the emergency contact information should change, please contact the school with that new information as soon as possible.

### **Section 10. Student Records**

The school district supports the need to keep useful educational records for each pupil. Information is collected and maintained in student records to show the growth and development of individual students, to provide information to parents/guardians and authorized staff, and to provide a basis for the evaluation and improvement of school programs. Since these records are considered confidential, it is the responsibility of the school to preserve the rights to privacy for every student and parent.

The Elm Creek Public School District, in compliance with L.B. 559, the Missing Children Identification Act, requires that any person enrolling a student for the first time in the school district, must within thirty days provide a certified copy of the student's birth certificate or other reliable proof of the student's identity and age accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Parents/guardians and students have access to personally review these records and may challenge any portion of them. No information about a student will be sent to any individual or outside agency without the informed written consent of the parent/guardian.

Directory information in the Elm Creek Public School District shall consist of the name of the student, address, telephone number, grade and dates of attendance. Current practice in the Elm Creek School District is not to make available student lists to solicitors.

School activities will require publishing program information such as name, grade, etc. of students participating. Parents/guardians or students, upon notifying the school, can refuse to permit the designation of any or all of the categories of personally identifiable information with respect to that student as directory information.

**Section 11. Student Records Disclosure**

Any student in any public school or his or her parents/guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning such student, including the right to inspect, review, and obtain copies of such files or records, upon request and identification.

**Section 12. Publishing of Student Pictures**

School activities sometimes involve publishing pictures of students participating in their learning. For example, local/area media and district publications about our students and teachers.

**Article 2 - School Day**

**Section 1. Daily Schedule**

Breakfast Program	7:20 AM -- 7:55 AM
School Day	8:00 AM -- 3:20 PM

Students in grades K-6 enter school through the main school doors by the buffalo every school day. Students will then participate in the breakfast program or report to the main gymnasium for the walking club. Students will be supervised and participate in the walking club until they are taken to their classroom to begin the school day.

At the end of the day when school is dismissed, we ask that students are picked up, board the bus, or leave the school grounds to go home as soon as possible. Students who are not picked up within 15 minutes from the end of the school day, while waiting for their ride home, will be required to wait inside the school building after that time period for their safety. In this case, a student would be supervised inside the school building until the parent/guardian or parent/guardian approved ride comes inside the school building to pick up their student.

**Section 2. Shortened Schedule**

Early dismissal times are listed on the calendar and in the school newsletter. Most early dismissals are at 1:00 p.m.

### **Section 3. Severe Weather and School Cancellations**

The superintendent of schools is authorized by the board of education to close public schools in case of severe weather or other causes that would deem school closure, a late start, or an early dismissal necessary. When this type of decision is made, notification will be made available to the public by the following:

- A phone call, text message, and/or email will be sent to the contact information you have on file with the school. This notification is sent to you through the school's PK-12 Swift Announcement System.
- A post to the school's Facebook page and Twitter handle
- Notification to local media outlets: KRVN AM-880, KRVN FM- the River 93.1, NTV Network – Kearney, KOLN-KGIN TV- Channels 10-11- Lincoln/Grand Island, Y102 FM- Kearney, KELN- North Platte, KX104 and KODY – North Platte, and KGFW – Kearney. Local media outlets regularly disseminate weather-related postponements and closures.

Every effort will be made to make any decisions regarding school closures by 6:30 a.m. Please do not call the school or staff at home. Elm Creek Public Schools will be in session as usual unless notification of a change is given.

Parental Discretion: School will be held whenever possible. However, parents/guardians/guardians are urged to use their own good judgment and discretion when sending students to school and/or picking up students prior to dismissal due to poor weather and travel conditions. Parents/guardians **must notify the school office** if you plan to pick up your student prior to dismissal or keep them home.

### **Section 4. Emergency Preparedness**

Drills: All elementary schools have a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law throughout the school year and are an important safety precaution. There are plans for emergency response, tornado warning, and critical incident response. It is essential when these drills are held that everyone obey orders promptly. The staff in each classroom will give instructions for students to follow.

Tornado Warning: When the village of Elm Creek is warned of an approaching tornado, students will be situated in safe places within the building. No student will be permitted to leave the school building until the danger is passed or unless the child's parent(s)/guardian(s) come to pick up him or her.

#### National Emergency:

In the event of a national emergency in which the local area receives a warning, all children will be dismissed from school immediately with the instructions to go directly home or to a place agreed upon by the parents/guardians and the child.

### **Section 5. Student(s) leaving prior to the end of the school day:**

When parents/guardians request that the child leave the school campus during the school day, notification must be made to the main office prior to the student being checked out of school. If the student will be leaving with someone other than a parent, a signed, written notification must be sent to the office prior to the student leaving. Additionally, when a parent/guardian or assigned designee

arrives to pick up the student, they must sign the student out in the main office before leaving with the student (the sign out sheet is always on Mrs. Hahn's desk in the main office).

### **Section 6. Field Trips**

Classes may take educational field trips during the school year under the teacher's direction. Parents/guardians may be asked to assist with these field trips. Parents/guardians will receive prior notification for all field trips. If the cost of the field trip is excessive, a field trip fee may be included to help defray the cost of the field trip (this is not typical).

### **Section 7. Lunch**

The school provides a hot lunch and breakfast program. Students are encouraged to take advantage of these programs.

Some students may qualify for a free or reduced lunch. Please inquire at the main office for further information.

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

## **Article 3 - Use of Building and Grounds**

### **Section 1. Entering and Leaving the Building**

#### Beginning of School:

- Monday-Thursday: Students should not be on school grounds prior to 7:00 a.m. Students that make arrangements to be with staff before the 8:00 a.m. bell will be required to present a pass from the teacher in order to leave the commons area/gymnasium.
- 10 a.m. Late Start: Students should not be on school grounds prior to 9:30 a.m. There will be no breakfast served when school is having a late start.

#### During the School Day:

Students are to remain on campus unless excused in accordance with school policies. A parent and/or student will sign out in the school's main office prior to leaving. Upon return to school during the day, students are to report to the school's main office where they will be required to sign back into the school before entering their scheduled class.

#### End of School:

- Monday-Friday: The school day ends at 3:20 p.m. Make-up work, special help, assignment after school, or other school activities begin at 3:20 p.m. It is important that students who are involved in any of these activities report to the designated area on time. All other students must clear the building as soon as possible.
- 1:00 p.m. Dismissal: The school day ends at 1:00 p.m. All students must clear the building as soon as possible.

### **Section 2. Visitors**

All visitors must report to the office to sign in and receive a visitor's pass. Parents/guardians are welcome at all times. Please sign in/out at the office upon entering/exiting the school.

Visits to our school by parents/guardians, residents of Elm Creek and interested educators are welcomed and encouraged. In order to protect the educational programs from undue disturbance, we request that persons wishing to visit make arrangements in advance with the student's instructor. Upon entering the building, we ask that you check in at the principal's office and that you limit your visit to one hour.

In order to minimize distractions on the busy/atypical days preceding school vacations, we ask for no visitors at those times. Your cooperation with this request is appreciated.

### **Section 3. Smoke-Free Environment**

Elm Creek Public Schools declares all of our school buildings and grounds to be smoke-free. We would appreciate your help in meeting the goal of a smoke-and tobacco-free environment for our students. When you attend school events, including athletic events, please remember that our grounds are smoke-free and tobacco-free and abide by our district's policy.

### **Section 4. Care and Use of School Property**

If students choose to damage or destroy school facilities, they will be required to make complete restitution and appropriate disciplinary action will be taken.

Textbooks and library books are the property of Elm Creek Public Schools and are available for students' use. If a book is marred, defaced, or shows excessive wear and tear, it will be necessary for the student to pay for the book or the damage done. To make it possible for these books to be used for a normal period of time, it is recommended that students use book covers on all school books.

If a textbook is lost, it will be necessary for the student to whom the textbook is issued to pay for the book before another book can be issued. If your book is found, your money will be refunded.

School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued. Students must pay all fines before they can receive school publications.

Students will have the opportunity to use various forms of technological devices which are the property of Elm Creek Public Schools. While they are learning with a school issued device they will be held accountable for the care of that device and liable for damages if misused.

### **Section 5. Locker Regulations**

A locker (if available) is assigned to each student at the beginning of the year. The lockers are the property of the Elm Creek Public School District and are subject to inspection by authorized school personnel. The school is not responsible for lost or stolen items.

### **Section 6. Searches of Lockers and Other Types of Searches**

The school owns student lockers, desks, computer equipment, and other such property. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches

of lockers, desks, computers and other such property may be conducted at the discretion of the administration.

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

- School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.
- Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as practicable.
- Items that have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

### **Section 7. Video Surveillance**

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare and safety of all staff, students and visitors to district property, and to safeguard district facilities and equipment. Video cameras may be used in locations as deemed appropriate by the superintendent.

Notice is hereby given that video surveillance may occur on district property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

### **Section 8. Use of Telephone**

Telephone calls to the elementary building should be limited. Teachers or students should not be called to the telephone during class periods except when an emergency occurs. The telephone is for business and emergency use only. Cell phones are not permitted in the classroom. Any cell phone brought to school must be left in the student's locker or handed to the teacher if no locker is issued to the student. Any cell phone misused will be taken by the principal and must be picked up by a parent or guardian. By bringing cell phones and other electronic devices to school, the student and parent(s)/guardian(s) consent to the search of the device when school officials have a reasonable suspicion that such a search will reveal a violation of school rules. We encourage families to have a daily plan of action prior to children coming to school. It is very disruptive to deliver messages to students while school is in session.

Students are prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails, or other material of a sexual nature in electronic or other form on a computer, cell phone, or other electronic device. The principal has the authority to adjust discipline actions on an individual basis.

### **Section 9. Bicycles**

Bicycles are to be parked and locked in the racks until dismissal. Students are to stay away from the bike area during recess and lunchtime. The school is not responsible for damage or theft of parts while bicycles are on school property.

### **Section 10. Student Valuables - Personal Property**

Students are responsible for the security of and care for their property. It is suggested that a student not bring or wear expensive and valuable items to school. It is also suggested that students mark all of their personal property.

#### **Section 11. Lost and Found**

Students who find lost articles are asked to take them to the office where the owner may claim them. All lost books will be returned to the teacher. Therefore, you are to place in the inside front cover (in pencil) your name, teacher's name, and room number. If articles are lost at school, report that loss to office personnel.

#### **Section 12. Accidents**

Every accident in the school building, on school grounds, at practice sessions, or at any athletic, music, or school sponsored event must be reported immediately to school staff or the principal.

#### **Section 13. Insurance**

Under Nebraska law the district may not use school funds to provide general student accident or athletic insurance. All students must carry their own insurance if they wish to do so. The school does not sponsor an insurance program. The Elm Creek Public Schools are not liable for injuries to pupils, nor can they pay the medical costs for accidents that occur in athletic contests, on school premises, or on the way to and from school.

#### **Section 14. Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved and stamped by the principal's office. Posters are not to be attached to any painted wall surfaces. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

#### **Section 15. Solicitation**

No collection or solicitation of money from students of the district for non-school purposes, except for projects that are approved by the administration in accordance with board policy, shall be permitted.

#### **Section 16. Deliveries**

Due to the disruption of the educational process, office procedures, and equity issues, gifts shall not be delivered to the office or classrooms for students. This includes, but is not limited to, flowers, balloons, cakes, and candy, unless a special event has been sanctioned within the classroom by the school administration.

#### **Section 17. School Pictures**

The Elm Creek Public Schools contract periodically to have pictures taken of school children during the school year. Information regarding prices, times, and days are distributed via a bulletin from school. Most of the time these pictures are available for purchase but that is not a requirement.

### **Article 4 – Attendance**

#### **Attendance**

Attendance Policy and Excessive Absenteeism (ECPS board of education Policy 5008)

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The principals and teachers are required to maintain an accurate record of student attendance.

## **Section 1. Attendance and Absences**

**Absences from School - Definitions.** An absence from school will be reported as an excused absence or an unexcused absence.

**Excused Absence.** Absences should be cleared through the principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons may be excused, provided the required procedures have been followed:

- Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
- Illness which causes a student to be absent from school,
- Doctor or dental appointment which require student to be absent from school,
- Court appearances that are required by a court order,
- School sponsored activities which require students to be absent from school,
- Family trips in which student accompanies parent(s)/legal guardian(s), and
- Other absences which have received prior approval from the principal.

The principal shall have the discretion to deny approval for any of the foregoing reasons, depending on circumstances such as the student's number of other absences, the student's academic status, tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

**Unexcused Absence.** An absence which is not excused is unexcused. A student who engages in unexcused absences may be considered truant as per state law Neb. Rev. Stat. ' 79-201. Truancy is a violation of school rules. Students are subject to disciplinary consequences for truancy.

### **K-6 Truancy and Attendance**

- For attendance purposes, students are either absent from school (including excused absences, unexcused absences, medical/illness absences, or any other note asking to be excused) or present at school (at school, in a school activity, or serving in-school suspension).
- Please send a doctor's note for any medical related absence (i.e. orthodontist, chiropractor, dentist, medical doctor, eye doctor, etc.)
- K-6 Students that miss five (5) days of school, either excused (medical, illness, or any other not asking to be excused) or unexcused, will be notified by the principal that their child has reached the first of four benchmarks according to district policy. If the student continues to be absent from school and reaches the second benchmark of ten (10) days, a meeting or phone conference will take place to discuss the issues and create or revise an action plan to improve attendance. At fifteen (15) days, the third benchmark, the principal will send a letter to the parent(s)/guardian(s) and student requesting that they comply with the district policy and state law. On day twenty (20), the last of four benchmarks will be hit. At this time, the principal will send a letter to the county attorney with documentation of what has been done within the district to help the student's attendance at school.
- In some cases, a meeting is held between the student, parent, principal, and possibly other

school personnel to create an action plan to help the student with school attendance.

## **Section 2. Absence Procedure**

In its student information system, the district may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances. A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the principal's office.

## **Section 3. Mandatory Ages of Attendance**

A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

**Exceptions for Younger Students.** Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either:

- (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or
- (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the commissioner of education with a statement pursuant to section 79- 1601(3) on or before the child's seventh birthday.

**Exceptions for Older Students.** Attendance is not mandatory for a child who:

- (1) has obtained a high school diploma by meeting statutory graduation requirements;
- (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or
- (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

**Early Withdrawal for Students Enrolled in Accredited or Approved Schools.** A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

**Exit Interview.** The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the commissioner of education. Upon submission of the form, the superintendent or superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Elm Creek Public Schools or resides in the Elm Creek Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- The person who has legal or actual charge or control of the child who requested the exit interview;
- The superintendent or superintendent's designee;
- The child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- Any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private

school. At the exit interview, the person making the written request must present evidence that

(a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

(1) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or

(2) an illness of the child making attendance impossible or impracticable. The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance. At the conclusion of the exit

interview, the person making the written request may sign a withdrawal form provided by the

school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal. Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- The child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and

- The superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (1) financial hardship, or (2) an illness making attendance impossible or impracticable.

**Early Withdrawal for Students Enrolled in an Exempt School (Home Schools).** A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the state department of education a signed notarized release on a form prescribed by the commissioner of education.

#### **Section 4. Reporting and Responding to Excessive Absenteeism**

Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include,

as appropriate, the services listed below under “Excessive Absenteeism” and “Reporting Excessive Absenteeism.”

### **Section 5. Excessive Absenteeism**

Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have “excessive absences.” Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, the following procedures may be implemented:

- One or more meetings shall be held between a school attendance officer, school social worker, or the school principal or a member of the school administrative staff designated by the school administration, if the school does not have a school social worker, the child’s parent or guardian and the child, if necessary, to report and to attempt to solve the excessive absenteeism problem. If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child’s attendance records.
- Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child, would help solve the problem of excessive absenteeism.
- Educational evaluation, which may include a psychological evaluation, to assist determining the specific condition, if any, contributing to the problem of excessive absenteeism, supplemented by specific efforts by the school to help remedy any condition diagnosed.
- Investigation of the problem of excessive absenteeism by the school social worker, or if such school does not have a school social worker, the school principal or a member of the school administrative staff designated by the school administration, to identify condition which may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the problem of excessive absenteeism.

### **Section 6. Reporting Excessive Absenteeism to the County Attorney**

**Twenty Excused Absences.** If a student accumulates more than twenty (20) absences per school year and all of the absences are due to documented illness that makes attendance impossible or impracticable or are otherwise excused by school authorities, the attendance officer may report such information to the county attorney of the county in which the person having control of the student resides.

**Twenty Unexcused Absences.** If a student accumulates more than twenty (20) absences per school year, and any of the absences are not excused, the attendance officer shall file a report with the county attorney of the county in which the person having control of the student resides. The report shall be made on a form which includes the following two statements, one of which must be designated by the school representative signing the report:

- The school representative requests additional time to work with the student prior to intervention by the county attorney; and
- the school representative believes that the school has used all reasonable efforts to resolve the student’s excessive absenteeism without success and recommends county attorney intervention. If further action is necessary to address the child’s attendance, the initial meeting between the parent or guardian of the child, the school, and the county attorney or his or her designee shall be at a location determined by the school.

- Other. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

### **Section 7. Reporting to the Commissioner**

The superintendent or designee shall report on a monthly basis to the commissioner of education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials (other than law enforcement officials employed by or contracted with by the district as school resource officers) by the district relative to a student enrolled in the district.

### **Section 8. Full Day of Attendance**

All students will be considered to have attended a full-school day if they meet the following criteria:

- Are in attendance during the normal school day attendance hours.
- Are in attendance during the normal summer school attendance hours

Students who do not meet the aforementioned criteria will be considered to be in non-compliance with the Compulsory Attendance Policy and will be assigned an unexcused absence for time missed.

### **Section 9. Notifying the School**

If a student must be absent, the school urges parents to telephone the school on the morning of an absence for an illness and before a planned absence, i.e., a funeral. This not only keeps communication open between the school and parents but also enables the school to assist the student to obtain makeup work. If a phone call is not possible, the student is asked to bring an excuse upon returning to school, signed by a parent or guardian, stating the time, date, and reason for an absence. If a student is absent without previously notifying the school, parents should expect a phone call from the principal's office. If a student wishes to leave during the day, he or she will only be released through the office to his/her parent(s) or legal guardian.

### **Section 10. Make-up Work**

Following an absence, students will have the opportunity to make up work. It will be the parents/guardians'/student's responsibility to contact the teacher involved to determine make-up assignments and establish mutually agreeable times for daily and test make-up. Assignment sheets and materials will be sent home if requested.

### **Section 11. Tardiness**

Punctuality is important characteristic to develop in students and it is important to their success.

Tardy to School: Students will be considered tardy to school if they are not seated in their assigned class or ready and attentive in their assigned area when the bell for their first class rings.

Tardy Consequences: Students considered tardy to class will have consequences set by either the classroom teacher or principal. It is important that parents/guardians have their child arrive before class begins to ensure that instruction is not missed by the student, the teacher does not take away time from other students to deal with a late student, and to instill responsibility within the student for their own success.

**Section 12. Leaving School**

Students who must leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student’s parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose. Students who leave without permission and without signing out in the proper manner will be considered truant. Because of safety and security concerns when students must leave the school during school hours, for any reason, parents/guardians picking up students are requested to sign their child out at the office.

**Article 5 - Scholastic Achievement**

**Section 1. Grading System**

The grading system of Elm Creek Public Schools shall be as follows:

- Grading periods of approximately nine (9) weeks shall be used four (4) times per year.
- Achievement marks shall be given on a numerical basis for all grades 3-12, with the marks of 69 or lower considered a failure. A special grading report for the K-2, on a different basis, shall be used.
- The grading and conversion scale are as follows:

GRADE	GPA POINTS	PERCENT
A+	4.0	100-97
A	4.0	93-96
B+	3.5	92-89
B	3.0	88-85
C+	2.5	84-81
C	2.0	80-77
D+	1.5	76-74
D	1.0	73-70
F	0.0	69

- For all other grading reports received on transfer students, the superintendent and/or principal shall convert these to an approximately equal grade on our system.
- Staff members may use whatever method they determine professionally appropriate in the day to day grading, but shall prepare grade reports based on numerical values. Each staff member, however, must be able to defend whatever method chosen. The following criteria should be used in determining the numerical value of the grade.
  - Achievement in relation to class objectives.
  - Class participation.
  - Mental ability of student in relation to the total class and required work.
  - Evidence the student is exceeding the class requirements and delving further.
- All grade reports will contain the numerical grade for each subject, as well as the following: absences, tardiness, deportment, and comments (if instructor desires).

Grades K-2 and specials classes may use the following scale to show student progress:

+	Commendable
S	Satisfactory
N	Needs Improvement
W	Working on level of ability
/	Still not Introduced

**Section 2. Promotion and Retention**

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the principal, in consultation with the student’s parents, teachers, and school counselor, to be appropriate for the educational interests of the student and the school’s educational program.

**Section 3. Interim Reports**

Various supplemental reports may be sent to parents/guardians throughout the school year concerning each student’s performance. These reports may describe student work of an exceptional nature and/or work that needs improving. These reports will be sent as the teacher determines.

Included in the academic improvement report will be a request from the teacher for parents/guardians to contact the teacher by phone or email to discuss the student’s academic progress. Teachers will

arrange with the parents/guardians for days when the student can meet with the teacher outside the regular class period until the student returns to satisfactory academic standing.

#### **Section 4. Parent Access to Student Information System**

Parents/guardians and students may log on to the **Student Information System (SIS)** to access real-time information about grades, attendance, assignments, and more. Through a web-based management system, "PowerSchool", parents/guardians will be issued a user identification and password to access their child's current information. Through the following web site: <https://elmcreekschools.powerschool.com/public> . Just enter your confidential **user ID** and **password** and then click **Go!**. Your login and password are obtainable in the main office or the elementary office.

Parents/guardians may use computers at school to access their child's information.

#### **Section 5. Report Cards**

Parent(s)/guardian(s) will receive their student's report card through email sent to the email address on file with the school at the end of every quarter and every semester. Parent(s)/guardian(s) can log into Powerschool with their confidential user ID to access information as well. Printed report cards are also available upon request.

#### **Section 6. Parent-Teacher Conferences**

Parent-teacher conferences will be scheduled during the year. Refer to the school calendar for parent-teacher conference dates. If it is advisable, teachers may call parents/guardians for additional conferences outside the teaching hours. State law provides that either parent/guardian has the right to see the child's report card and attend these conferences. Only if the courts have issued educational rights to **one** parent/guardian and those legal papers have been presented to the school, will the school refuse educational information to a parent/guardian.

#### **Section 7. Achievement Tests**

Each year, students complete a battery of achievement tests as part of our state rules and regulations. It is important to the student to limit interruptions to as few as possible during these tests. No one will be permitted in the rooms other than students and the test proctor.

#### **Section 8. Homework**

Homework is a part of a student's education. The purpose of assigned homework is to:

- help students develop study habits at an early age that will benefit them later in their education.
- involve parents/guardians in the student's learning process keeps them informed about their child's learning and progress.
- help facilitate student learning.
- provide essential practice in developing basic skills.
- help nurture lifelong learning.

The education of our youth is a joint effort between school and home. Cooperation between school and home is an integral part of a student's education.

### **Article 6 - Guidance Services**

Elm Creek Public Schools employs a guidance counselor for the purpose of assisting with the district's testing program, scheduling, character education, and social-emotional learning. The guidance

counselor also helps students work through problems and resolve conflicts. Guidance and counseling services are available to every student in the school. The school counselor provides student support and recommends resources to help with any concerns or difficulties a student may have in or out of school. The school counselor does not provide therapy for ongoing problems. An appointment to see the counselor may be made by receiving permission from the classroom teacher or the building principal. A school psychologist is also available.

## **Article 7 - Health Services and Protocols**

A school nurse is employed by the Elm Creek Public Schools and is available each Wednesday to assist with illnesses, school injuries and health education. Students are requested to keep health information up to date by reporting to the nurse any disease, immunization, allergies, medication changes, or other pertinent health information.

### **Section 1. Student Illnesses**

School health personnel will notify parents/guardians when a student needs to be sent home from school due to illness. Children showing definite signs of illness should be kept home. Students with severe coughs and sore throats should remain at home. Students with temperatures over 100 will be excluded from school and should not return until the temperature is normal for 24 hours without fever medication. If a child has a fever in the evening, please keep him/her home the next day. The goal of keeping a student home due to fever is to minimize the contagion of a student's illness to other students.

Should your child become ill during the day, the school will telephone you if possible. Parents/guardians who are away from home during school hours should provide the school with telephone numbers where they can be reached should it become necessary. Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

### **Section 2. Guidelines for Administering Medication**

Whenever possible, your child should be provided medications by you outside of school hours. In the event it is necessary that the child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school health office.

If your doctor has prescribed a medicine for you that will need to be taken during the day at school, you should bring it in the original container with the label from the pharmacy intact. You should also bring a permission form (available in the school office) signed by the student's parent/guardian stating the date(s), amount of medicine, and time it is to be taken. Check the medicine in with the school secretary first thing in the morning - all medicine will be kept in the office to be given out and recorded during the day, and may be picked up after school if needed. If your child is taking throat lozenges or other medicine that is not a prescription, please complete a permission form and turn in the completed permission form to the main office concerning that medicine.

### **Section 3. School Health Screening**

Students in Elm Creek Public Schools will be given a screening exam of their vision, hearing, teeth, height, weight and blood pressure through the school health services.

Referral notes will be sent home with those students who at the time of the examination and/or re-examination appear to need further evaluation. It should be understood that these referrals are only a suggestion to a parent that a problem may exist. It is the responsibility of the parent to follow up with an evaluation by a physician or eye doctor. The school is especially concerned when a health condition has an adverse impact on learning.

#### **Section 4. Immunizations and Physical Examinations**

**All** students are required to be immunized against hepatitis, measles, mumps, rubella, poliomyelitis, diphtheria, pertussis and tetanus **prior to enrollment** and any student not in compliance shall not be permitted to continue in school. Varicella, or documentation of chickenpox disease, will be included as a requirement in each subsequent grade as the child progresses through the remaining grades.

Exemptions shall be granted for:

- 1) medical exceptions for health reasons substantiated by a signed statement from a physician; or
- 2) religious conflict substantiated by a signed, notarized affidavit from the student or the student's legal guardian, if the student is a minor.

Students may be provisionally enrolled in a Nebraska school if they have begun the required immunizations and continues to receive the necessary immunizations as rapidly as is medically feasible. Evidence of a physical examination by a qualified physician is required within six months prior to the entrance of a child into kindergarten and seventh grade and; in the case of a transfer from out of the state, to any other grade unless a parent or legal guardian of the child objects thereto in writing.

All students entering into a beginner grade or transferring into any grade from out of state will be required to have an eye examination, conducted by a physician, a physician assistant, an advanced practice nurse, or an optometrist within six months prior to enrollment of the student. The examination must include testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.

Parents/guardians may object in writing to prevent their student from the visual or physical examination. The cost of examinations is borne by the parent or guardian. The school district shall provide contact information regarding sources of free or reduced-cost visual examinations for low-income families that qualify.

#### **Section 5. Guidelines for Skin and Scalp Conditions**

##### **DISEASE EXCLUSION FROM SCHOOL**

- |            |  |
|------------|--|
| *Impetigo  | To be excluded upon recognition by teacher or nurse. May be readmitted following treatment by physician.   |
| *Ringworm  | To be excluded upon recognition by teacher or nurse. May be readmitted following treatment with over the counter medication (Tinactin) and with affected area covered with dressing, until treated for 2 days. |
| *Head lice | To be excluded upon recognition by teacher or nurse. May be readmitted following   |

treatment with lice shampoo or rinse. A note stating that student had such a treatment and the product used MUST accompany student upon return to school. All affected members of the household should be treated at the same time.

\*Scabies To be excluded upon recognition by teacher or nurse. May be readmitted the day after treatment is started.

\* If unable to contact a parent, or if a parent is unable to pick up the student during the school day the student will remain in the classroom, and a note will be sent home with the student at the end of the day.

**Section 6. Guidelines for Communicable Diseases**

We ask your cooperation in the prevention and control of communicable diseases. Obviously a child with a communicable disease at the stage where it may be contagious to others should not be in school. The following signs and symptoms should be looked on with suspicion before sending him/her to school: fever, flushed face, sore throat, red watery eyes, nasal discharge, cough, sneezing, headache, earache, nausea and vomiting, rash, pain anywhere in the body. We ask that you keep your child home if you observe any of these symptoms. If it should be a contagious disease, he/she will have protected his/her classmates by not coming to school, and will have been protected by not taking the chance of being exposed to something else in his/her condition of lowered resistance.

We are interested in the welfare of the child who has the disease and we are also interested in preventing the spread of disease. *School staff members will adhere to infection control procedures regarding precautions against transmission of disease for all students and faculty.* Nebraska Health and Human Services recommends the following:

<b>Diseases</b>	<b>Exclusion From School</b>
Measles (Rubeola)	May return to school in a minimum of 4 days after the appearance of rash.
German Measles	May return to school in a minimum of 4 days after appearance (Rubella) of rash.
Mumps	May return to school after swelling has subsided.
Chicken Pox	May return to school after a minimum of 5 days after onset of skin eruption or when vesicles become dry.
Diphtheria	Must have a doctor's written permit to return to school.
Influenza	Exclude for the duration of illness.
(Scarlet Fever, Streptococcal Infection, Scarletina, Strep Throat)	Exclude until no fever and under treatment for 24 hours.

Pinworm	Exclude until treated, as documented by a physician.
Fifth Disease	Exclude until fever and malaise are gone. May return with rash with documented physician approval. Any students or staff who are pregnant or immuno-deficient are to consult their physician.
Hepatitis A	Exclude for no less than 7 days after onset of jaundice. May return with documented physician approval. Careful hand washing is essential.
Meningitis (Bacterial & Viral)	Exclude for duration of illness. Return with documented physician approval.
Pertussis- (Whooping Cough)	Exclude, may return with documented physician's approval.
Pulmonary Tuberculosis	Exclude, physician treatment essential. My return with documented physician approval.
*Pink eye	Exclude symptomatic cases. Need treatment by physician. May return when eye(s) appear normal, or with physician's permission that child is no longer infectious.

If a written permit from the doctor indicates that it is satisfactory to return to school prior to the number of days listed, the school shall honor this request. School staff members will adhere to Infection Control Procedures regarding precautions against transmission of disease for all students and faculty.

**Section 7. Emergency Health --- Epi-Pen**

An epipen (epinephrine) injection is available in each building to be administered only in case of an emergency, life-threatening asthma attack or a severe allergic reaction (anaphylaxis), such as from a food or an insect bite.

Staff persons, who have been trained in CPR, have been taught to recognize these symptoms and to administer the epipen. If such an event occurs, a parent will be notified and the student will be transported to the hospital emergency room. It is important that parents/guardians notify the school nurse if their child has asthma or known allergies.

**Section 8. Health Information Consent**

Parents/guardians are asked to give permission for any relevant health information of my child, necessary for educational planning and/or student safety, to be shared among appropriate personnel who serve the student (for example; doctors, nurses, teachers, coaches, or staff member administering medication). Please sign the "Health Information Consent" form.

**Article 8 - Drugs, Alcohol and Tobacco**

**Section 1. Drug-Free Schools**

The district implements regulations and practices that will ensure compliance with the Federal Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The district's safe and drug-free schools program is established in accordance with the principles of

effectiveness as required by law to respond to such harmful effects.

## **Section 2. Education and Prevention**

Elm Creek Public Schools intend to create a safe, secure environment in which its community of learners can work successfully and develop responsible, healthy behaviors. Prevention is the primary concern of all school and community personnel. Since alcohol, tobacco, and other drug use is illegal and interfere with both effective learning and a healthy development of the student, Elm Creek Public Schools has a fundamental legal and ethical obligation to prevent drug use and to maintain a drug-free educational environment.

## **Section 3. Safe and Drug-Free Schools-- Parental Notice**

Pursuant to the provisions of the No Child Left Behind Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School district of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

## **Article 9 - Student Rights, Conduct, Rules and Regulations**

Good conduct is the responsibility of each individual student. The way a student conducts himself or herself should represent good character. Students are encouraged to resolve their own conflicts. If this is not possible, the teacher or principal should be consulted.

The common goal of students, parents/guardians, faculty and administration of Elm Creek Public Schools is to maintain a school atmosphere that is conducive to learning. In order to achieve this, Elm Creek Public Schools will continue to review and distribute a set of reasonable and fair rules and policies. Violations of the rules and policies at Elm Creek Public Schools will result in disciplinary action.

Student Conduct and Discipline Policies (ECPS Board of Education Policy 5101) Development of Uniform Discipline System. It shall be the responsibility of the superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning student, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, requirements that a student receive counseling upon written consent of the parent or guardian, and/or in-school suspension. The discipline may also include out-of- school suspension (short-term or long-term) and expulsion.

## **Section 1. Short-Term Suspension**

Short-Term suspensions may range from one (1) to five (5) days. The following process will apply to short-term suspensions.

- The principal or the principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

- Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, if applicable, and be afforded an opportunity to explain the student's version of the facts.
- Within 24 hours or such additional time as is reasonably necessary following the suspension, the principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the principal or administrator ordering the short-term suspension before or at the time the student returns to school. The principal or administrator shall determine who, in addition to the parent or guardian, is to attend the conference.
- A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the principal.

Students may be excluded by the principal or the principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- Other violations of rules and standards of behavior adopted by the board of education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

## **Section 2. Long-Term Suspension**

A long-term suspension means an exclusion from school and any school functions for a period of more than five (5) school days but less than twenty (20) school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the principal. A notice will be given to the student and the parents/guardian when the principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

## **Section 3. Expulsion, Suspension, Summer Review**

Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred

- within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or
- within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or
- unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein.

Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the principal. A notice will be given to the student and the parents/guardian when

the principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

**Suspensions Pending Hearing.** When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of

- interference with an educational function or school purpose or
- a personal injury to the student himself or herself, other students, school employees, or school volunteers.

**Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

**Alternative Education.** Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the principal or other school representative assigned by the principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

**Suspension of Enforcement of an Expulsion.** Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

**Students Subject to Juvenile or Court Probation.** Prior to readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet the conditions of probation by attending school, and who has previously been expelled from school, the principal or the principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the principal or the principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in board policy and state statute.

#### **Section 4. Other Forms of Student Discipline**

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to:

- counseling of students
- parent conferences

- rearrangement of schedules
- requirements that a student remain in school after regular hours to do additional work
- restriction of extracurricular activity
- or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

### **Section 5. Student Conduct Expectations**

Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in, or material interference with, any school function, activity, or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.

### **Section 6. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment.**

The following conduct has been determined by the board of education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to a consequence of long-term suspension, expulsion, or mandatory reassignment when it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

- Insubordination - willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
- Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
- Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
- Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation.
- Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
- Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
- Engaging in selling, using, possessing or dispensing of alcohol, tobacco (nicotine), narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an

imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

- Public indecency or sexual conduct.
- Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
- Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
- Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
- A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
- Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
- The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
- Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
- Willfully violating the behavioral expectations for riding school buses or vehicles.
- A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first

semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

**Section 7. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event.**

This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

**Section 8. Law Violations**

- Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
- When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
- In an effort to demonstrate that student behavior is always subject to possible legal sanctions

regardless of where the behavior occurs it is the district's policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

- Knowingly possessing illegal drugs or alcohol.
- Aggravated or felonious assault.
- Vandalism resulting in significant property damage.
- Theft of school or personal property of a significant nature.
- Automobile accident.
- Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.

### **Section 9. Fighting and Other Disturbances**

Fighting is not allowed on school grounds or at any school activity. When a fight occurs, the possibility of injury or damage to other persons and/or property exists. For your protection and the protection of others, such activities will not be tolerated. If students choose to violate this policy, disciplinary action will be taken.

### **Section 10. Lunch Conduct**

Students are expected to uphold the following expectations during lunch. Failure to uphold these expectations will result in disciplinary action.

- Students are expected to use good table manners.
- Food or other items are not to be thrown.
- Each individual student is responsible for cleaning the table where he/she eats and the floor under his/her table.
- Each student is expected to remain seated while eating.
- Food is not to be taken from the cafeteria.
- Students will be dismissed from the cafeteria.
- Loud talking will not be permitted.
- Students are not to make contact with another student's body or lunch.

### **Section 11. Recess and Playground Rules**

- If a student misbehaves at recess the school's discipline policy will be implemented.
- Contact games are not allowed. Touch football, basketball, and soccer will be allowed.
- Tackling, pushing, punching, kicking, hitting, slapping, and any other aggressive contact is not allowed at any time or in any area of the school or playground.
- Students will use playground equipment properly. (example: students will go up ladders and down slides)
- Play is only allowed in designated areas for grade levels.
- If an object travels into the street, the students must obtain permission from the supervising teacher on duty before the object can be retrieved.
- Students should be properly dressed with snow boots, caps and gloves during inclement weather. We ask parents/guardians please assist us in this matter.
- Students are not allowed to exchange boots, gloves, coats, hats or any other garments without permission from parents/guardians or school officials.
- When the playground area is muddy or wet, students should stay away from those areas. The students may be required to stay on the hard surface areas of the playground.
- Personal equipment (footballs, softballs, basketballs, etc.) will not be allowed at school.
- Students will line up and enter the building in an orderly manner.

## **Section 12. Bus Rider Rules**

The following rules and regulations will apply to all bus trips: Pupils will show respect to adults appointed by the school.

### **Prior to Loading.** Bus riders will:

- be on time at the designated school bus stop—the driver will wait no more than two minutes past the scheduled pick up time
- stay on the sidewalk at least six (6) feet back from the curb at all times while waiting for the bus.
- conduct themselves in a safe manner while waiting.
- wait until the bus comes to a **complete** stop before attempting to enter the bus.

### **While on the Bus** Bus riders will:

- properly wear seat belts at all times, if the bus is equipped with seat belts.
- keep all body parts inside the bus at all times.
- assist in keeping the bus safe and sanitary at all times.
- avoid loud talking and laughing, playing radios, or causing unnecessary confusion. The goal is to limit distractions of the driver and keep the driver's focus on the road and. If a driver's attention is diverted, resulting in a serious accident.
- never tamper with the bus or any of its equipment.
- leave no books, lunches or other articles on the bus.
- keep books, packages, coats, and all other objects out of the aisles.
- help look after the safety and comfort of small children when they ride the bus.
- not throw anything out of the bus windows.
- remain seated facing forward while the bus is in motion. Bus riders are not permitted to leave their seats while the bus is in motion. State law prohibits standing while a bus is in motion.
- be courteous to fellow pupils, the bus driver, and anyone else riding the bus.
- be absolutely silent when approaching and crossing a railroad-crossing stop.
- remain in the bus In case of a road emergency.
- remain seated until the bus stops and the driver signals it is safe to unload.
- place all trash in the container provided on the bus.
- follow all good behavior rules expected at school.
- use appropriate and respectful language at all times without bullying, teasing or bothering others.
- respect the personal space of others without touching, poking or bothering others
- not handle the personal items of others without first asking and receiving their permission.
- have no open food or drink containers on the bus without permission of the driver.

### **After Leaving the Bus.** Bus riders will:

- be alert to the danger signal from the bus driver.
- only be discharged by the bus driver at the regular bus stop, unless proper authorization is given to the bus driver from school officials upon verification of a parent/guardian request to discharge the student at a different location which is agreed upon by school officials

Bus drivers are instructed to issue one reminder to a student. If the student fails to respond appropriately or repeats the behavior, the driver will report the matter to the school principal who will then either establish consequences and/or contact the parents/guardians.

### **Section 13. Bus Discipline**

Safety is our first consideration when transporting children to and from school. Bus discipline is a shared responsibility of students, parents/guardians, bus drivers and school principals. It is imperative that strict rules be enforced to ensure the safety of students. Bus routes and activity trips are an extension of the school day. Therefore, disciplinary actions may be taken by the administration for violations of bus rules. If parents/guardians are notified of their child's misbehavior on the bus, they are urged to cooperate with the school by educating the child of the dangerous situations caused by violation of safety rules. If a driver's attention is diverted by misconduct, the safety of all passengers is jeopardized. Failure to comply with these rules by a bus rider may result in the loss of bus riding privileges and/or other disciplinary actions enforced by the principal.

### **Section 14. Student Appearance**

An individual's grooming, the way he/she dresses and how he/she behaves, does have a bearing on how others react to him/her. Dress and grooming should be clean and not disruptive to the educational process of themselves and others. If a style constitutes a threat to safety and health of self or others, or is in violation of a statute, it will not be permitted in school. Clothing that advertises alcohol, drugs, shows disrespect, or promotes violence will not be accepted as appropriate school attire. Ideally, within these limits, the decision regarding attire and grooming shall be left to the good judgment and responsibility of the individual and his/her parents/guardians.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the principal or superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the principal's office. Teachers may have additional requirements for students who are in special lab classes, etc. On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

### **Section 15. Safety**

Please remind your child to always walk on the sidewalks, to cross the streets at intersections and never to play in the street. School pedestrian lanes have been established and traffic-warning signals installed at those crossings where there is considerable traffic. Please help us by instructing your child to use these controlled crossings. Children riding bicycles should ride single file. The riding of bicycles on the playground is prohibited.

### **Section 16. Field Trip Eligibility**

The following recommendations apply to all students in determining eligibility for participation in field trips:

- Exhibit responsible behavior in the overall school setting (classroom, playground, lunchroom, school work, grades, etc.).
- Teachers will always take into account the ability of the individual student and the effort that is given by the student.

The classroom teacher or the building principal will notify parents/guardians and students as soon as possible when the eligibility of the student for the stated activities becomes questionable. This notice will serve as the only official warning to parents/guardians and students.

Students who are ineligible for stated activities will be placed in an alternative classroom setting with assigned work the day of the planned activity.

The purpose in establishing these standards is to continue to encourage students to do their very best in both their studies and in how they conduct themselves at school. Participation in these activities is a privilege and all students must earn the right to be included.

## **Section 17. Procedures for the Use of Electronic Resources**

### Classroom Use:

Classroom use is defined as student use of Internet resources under the direction and supervision of a teacher or paraprofessional anywhere in the building (classroom, hallway, computer lab, etc).

- Students are to abide by the electronic resources [Acceptable Use Policy](#).
- Students are to act in a considerate and responsible manner when using electronic resources.
- Students are subject to a series of consequences should they choose not to follow the established guidelines. The consequences of unacceptable use are:
  - Suspension and/or termination of electronic resource use privileges.
  - Possible additional disciplinary action may be imposed.
  - Possible referral to law enforcement authorities for criminal or civil prosecution.

### Independent Use:

*Independent use is defined as student use of the Internet during the school day for independent study and or research.*

- Follow all of the guidelines established for classroom use.
- Recognize that classroom work takes precedence over independent use.
- Understand that independent use may be restricted or revoked if a student's academic performance is unsatisfactory.

## **Section 18. Additional Student Conduct Rules:**

### **RULES AND REGULATIONS**

These rules and regulations are for all students attending Elm Creek Elementary Schools:

1. Because there is no supervision on the school grounds before 7:00 A.M., we ask that students not come before this time, unless they are participating in the school breakfast program. A teacher or principal may grant permission if early arrival is necessary.
2. Students may use the office phone only with permission from a teacher or the principal. The phone is for business or in case of illness.
3. Birthday/special treats are not allowed to be brought to school.

4. Students are not to climb on the roof of the building for any reason. If a ball goes on the roof, the student is to inform the teacher on duty. The custodian will remove it after school.
5. Students are not to play on the front lawn of the school or climb trees on the school grounds.
6. Bikes are to be parked and locked in the racks until dismissal. Students are to stay away from the bike area during recess and lunchtime.
7. Personal equipment (footballs, softballs, etc.) will not be allowed at school.
8. All students are to leave the school grounds immediately after school unless you have teacher permission.
9. There are to be no rocks, dirt clods, snowballs or any foreign objects thrown at any time.
10. No running or loud talk is permissible in the halls of the school.
11. Nuisance items that may cause disruptions in school are not allowed. All nuisance items brought to school will be confiscated by staff members and turned in to the office.
12. Inappropriate language, threats, and bullying will not be tolerated.
13. The use of drugs, alcohol and tobacco will not be permitted.
14. Roller blades are not to be worn on school grounds.
15. The following are examples of items that are not allowed on the playground at any time: bikes, scooters, roller skates, and skateboards.
16. Due to disruption of the educational process, equity issues, and office procedure, gifts shall not be delivered to the office for students. This includes - but is not limited to; flowers, balloons, cakes and candy.

#### **Article 10 State, Federal Programs, and Additional District Policies**

The following state and federal guidelines are available upon request at any Elm Creek Public School office and are posted at the Elm Creek Public Schools website: <http://www.elmcreekschools.org>

- Section 1.** Notice of Nondiscrimination
- Section 2.** Designation of Coordinator(s)
- Section 3.** Anti-discrimination & Harassment Policy
- Section 4.** Notice to parents/guardians of Rights Afforded by Section 504 of the Rehabilitation Act of 1973
- Section 5.** Notification of Rights Under FERPA
- Section 6.** Notice Concerning Disclosure of Student Recruiting Information
- Section 7.** Notice Concerning Staff Qualifications
- Section 8 .** Student Privacy Protection Policy
- Section 9.** Parental Involvement Policies
- Section 10.** Homeless Students Policy
- Section 11.** Breakfast and Lunch Programs
- Section 12.** Elm Creek Public Schools Student Fee Policy
- Section 13.** Elm Creek Public Schools Internet Policy

**Elm Creek Elementary Schools  
Title I Parent/School Compact  
A Plan for Responsible Action &  
A Call for Home/School Cooperation**

As teachers and parents/guardians, helping children become capable, responsible lifelong learners is a duty we share. Completing schoolwork on time and handing the work in when due is an important responsibility for our children. This is a skill we all need to learn. While it is the child's responsibility to do the work and hand it in, please help your child be responsible by doing your part to monitor his/her schoolwork. The following plan to assist students has been designed with parent and teacher input.

Each student is responsible for recording school work assigned in an agenda, completing the work, and handing in that schoolwork. To meet these responsibilities and work together as an educational team:

**Students will:**

- Use a School Agenda (Homework notebook)
- Use the agenda to record assignments
- Complete & hand in all school work on time
- Take the agenda home and have his/her parent review the notebook
- Have his/her parent sign the agenda
- Bring the agenda back to school each day to show his/her teacher.

**Teachers will:**

- Provide weekly progress reports and communication regarding student progress.
- Provide homework that reinforces skills taught in the classroom.
- Provide a welcoming, developmentally appropriate atmosphere that is conducive to learning.
- Provide ongoing communication with parents/guardians through: Newsletters, Notes, technology communications (emails, seesaw, remind, etc.) and telephone calls.
- Continue to strive to meet and accommodate the needs of each student.
- Focus on enriched skills to promote academic growth.
- Dedicate time to receiving professional development to gain knowledge, which will ensure student achievement.
- Provide high quality curriculum and instruction that enables students to meet state academic standards.

**RECEIPT OF 2020-2021 PARENT-STUDENT  
ELM CREEK ELEMENTARY SCHOOL HANDBOOK**

This signed receipt acknowledges receipt of the 2020-2021 Parent-Student Handbook of Elm Creek Elementary School. This receipt acknowledges that it is understood that the handbook contains student conduct, discipline rules, and a parent /school compact. The undersigned, as student, agrees to follow such conduct, discipline rules, and a parent /school compact. This receipt also serves to acknowledge that it is understood that the district's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used to responding to harassment or discrimination. The Handbook is located on the school website ([elmcreekschools.org](http://elmcreekschools.org)) The handbook is available in the school outside of the office. A link will be sent to all parents/guardians as well.

Drug-Free Schools Statement: RECEIPT SHALL ALSO SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING ELM CREEK ELEMENTARY SCHOOL HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO THE SAFE AND DRUG-FREE SCHOOLS LAW AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND THE POSSESSION, USE, OR DISTRIBUTION OF ALCOHOL OR TOBACCO ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS.

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

\_\_\_\_\_

Student's Signature

Parent or Legal Guardian's Signature

Return to: **Elementary School Teacher**

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

Elm Creek Public School District

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

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

I am aware of the school policy that provides a protocol to be followed 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 2020- 2021 school year.

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

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

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

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

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