

## **Agenda**

1. Call to Order/Opening the Meeting
  - 1.1. Public Meeting Announcement
  - 1.2. Open Meetings Act posted on South wall of Media Center
  - 1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice
  - 1.4. Pledge of Allegiance
  - 1.5. Consent Agenda
    - 1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)
    - 1.5.2. Consider Current Bills and Their Approval (appendix B)
    - 1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)
  - 1.6. Community Input
  - 1.7. Celebration of Excellence
2. Administrator Reports
  - 2.1. Athletic Director
  - 2.2. Principal
  - 2.3. Superintendent
3. Board Committee Reports
  - 3.1. Facility
  - 3.2. Transportation
4. Discussion/Action Items
  - 4.1. Superintendent Contract 2025-2026
  - 4.2. Principal Contract
  - 4.3. Conversion Upgrade (Quote 44833) for door entry system with the addition of two new entry points (Quotes 44892/93).
  - 4.4. Carpet Project
  - 4.5. Crow's Nest & Bleacher Project
  - 4.6. Purchase of Van
  - 4.7. 30 x 50 x 12 High Garage Bids
  - 4.8. Gutter Repair
  - 4.9. Policy 3026 Handbooks
  
  - 4.10. Handbooks
  - 4.11. Surplus
5. Upcoming Learning Events
  - 5.1. Leadership Workshop - Tuesday, July 29 - Kearney
  - 5.2. Area Membership Meeting - Thursday, August 21 - Kearney
  - 5.3. State Education Conference - November 19-21 - Omaha
6. Next Meeting July 14th at 6:00 PM

7. Closed/Executive Session (if necessary)
8. Adjourn

Board of Education Regular Meeting  
Monday, May 12, 2025 7:00 PM Central

Bertrand Community School Media Center  
503 School Street  
Bertrand, NE 68927

Ross Boggs: Present  
Chris Davison: Present  
Isaac Kuck: Present  
Christy Pelton: Present  
Jonathan Sand: Present  
Ross Winheim: Present

Present: 6.

Also Present: Nicole LeClaire, Steve Bristol, Craig Newcomb, & Steph Edgren

## 1. Call to Order/Opening the Meeting

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall of Media Center

1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice

1.4. Pledge of Allegiance

1.5. Consent Agenda

Motion to approve consent agenda, passed with a motion by Christy Pelton and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)

1.5.2. Consider Current Bills and Their Approval (appendix B)

1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)

1.6. Community Input-  
Bruce Holen and Sylvia High

1.7. Celebration of Excellence - Camren Holbrook

## 2. Administrator Reports

2.1. Athletic Director, Craig Newcomb, reported on this month's activities, the crow's nest project, and fall activities.

2.2. Principal, Steve Bristol, reported on the concrete repair project, roof upkeep, vents, tuck point and brick crack fill projects and curriculum updates.

2.3. Superintendent, Nicole LeClaire, reported on celebrations, awarded map grant, curriculum guides, alignment and rotation, teaching and learning updates, district goals, & continuous improvement, professional development, and school board workshops and information.

### 3. Board Committee Reports

3.1. Facility- summer projects

3.2. Negotiations - nothing

3.3. Transportation – vehicle updates

3.4. Americanism - nothing

### 4. Discussion/Action Items

#### 4.1. Course Programming and Career Technology Education Update for 2025-2026 School Year

Motion to accept the 2025-2026 course and CTE programming/schedule, passed with a motion by Christy Pelton and a second by Isaac Kuck.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

#### 4.2. Crow's Nest & Bleacher Project

Motion to discuss and take action on the approval of the project in order to gather quotes and establish a timeline for completion, passed with a motion by Ross Boggs and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

#### 4.3. Building Addition for Vehicles & Buses

Motion to discuss and take action on the approval to obtain quotes and move forward with the vehicle building project, passed with a motion by Ross Boggs and a second by Chris Davison.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

#### 4.4. New Vehicle Purchase

Motion to approve the purchase of the 2025 9 passenger suburban in the amount of \$63,027, passed with a motion by Chris Davison and a second by Isaac Kuck.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

#### 4.5. Change Date of June Board Meeting to Monday, June 16th

Motion to discuss and take action on changing the date of the June Board meeting to Monday, June 16<sup>th</sup>, passed with a motion by Ross Boggs and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand:

Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

4.6. Consider amending the start time of Regular School Board Meetings

Discuss and take action on amending the start time of school board meetings.

Motion to move the start time of the school board meetings for 6:00 pm, passed with a motion by Chris Davison and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand:

Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

4.7. Resignations- none

4.8. New Hires- none

5. Upcoming Learning Events

6. Next Meeting - June 2025

Motion to adjourn the May 12th regular Board of Education meeting at 8:22 and set the next Regular Board of Education for June 16, 2025 at 6:00 pm, passed with a motion by Christy Pelton and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand:

Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

7. Closed/Executive Session (if necessary)-non

8. Adjourn

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Vendor Description</u>
44731	3 E ELECTRICAL ENGINEERING	593.70	BUILDING MAINTENANCE
44732	ACCO BRANDS USA LLC	303.48	INSTRUCTION SUPPLIES
44733	ACE HARDWARE	1,126.61	BUILDING/GROUNDS
44734	ALCOVE ROOFING	2,960.00	BUILDING REPAIR
44735	AMAZON CAPITAL SERVICES	12.18	AMAZON SUPPLY PURCHASES
44736	ANDERSON BROS.	724.45	REPAIRMAN
44737	AUTO SHACK, INC.	1,282.74	VEHICLE REPAIRS
44738	BARTON SOLVENTS	1,075.61	CUSTODIAL
44739	BERTRAND SCHOOL ACTIVITY AC	50.00	TRANSFER
44740	BLACK HILLS ENERGY	484.81	NATURAL GAS
44741	BLICK ART MATERIALS	552.60	ART SUPPLIES
44742	BRISTOL, STEVE	100.00	REIMBURSEMENT
44743	CDL, INC.	1,998.21	MONTHLY SERVICE
44744	CRAIG RESOURCES INC.	3,107.65	SPED HEALTH CARE
44745	CROSS COUNTRY MARKET	269.93	SUPPLIES
44746	DIVERSIFIED DRUG TESTING	845.00	DRUG TESTING
44747	EAKES OFFICE SOLUTIONS	48.18	COPIES/SUPPLIES/FURNITURE
44748	EDUCATIONAL SERVICE UNIT #9	1,000.00	MTG/DEAF/VISION
44749	ESU #11	32,921.48	MONTHLY/QUARTERLY SERVICES
44750	EVANS REPAIR LLC	46.72	REPAIRS & SUPPLIES
44751	FAMILY MEDICAL SPECIALTIES	35.00	BUS EXAM
	FIRST STATE BANK	35.00	ACH FEE
44752	FRONTIER COMMUNICATIONS	241.02	TELEPHONE
44753	GENERAL FUND CLEARING	1,371.08	REIMBURSEMENT
44754	GREEN LANDSCAPES INC.	725.00	GROUNDS
44755	HIRERIGHT SOLUTIONS INC.	509.58	DRUG AND ALCOHOL TESTING
44756	HOLDREGE DAILY CITIZEN	83.60	LEGAL NOTICES
44757	HOLDREGE SOFT WATER SERVICE	242.00	WATER SOFTENER EXP.
44758	HOMETOWN LEASING	1,718.81	COPIER PAYMENT
44759	INSPIRE REHABILITATION, LLC	187.10	SPED PT
44760	JW PEPPER	87.99	MUSIC SUPPLIES
44761	KSB SCHOOL LAW	1,500.00	LEGAL EXPENSE
44762	LECLAIRE, NICOLE	70.18	TELEPHONE REIMB.
44763	LEXINGTON REGIONAL HEALTH CI	2,157.00	BUS PHYSICAL/COUNSELING
44764	MATHESON TRI-GAS INC.	129.14	SHOP/FFA SUPPLIES
44765	MENARDS	4,609.58	BLDG MAINT & SUPPLIES
44766	MID AMERICAN RESEARCH CHEMIO	4,927.31	CLEANING & MAINTENANCE
44767	NCS PEARSON INC.,	38.00	PSYCH/SPED/SPEECH MATERIALS
44768	NCSA	75.00	MEMBERSHIP/MTG EXP.
44769	NEBRASKA AGRICULTURAL EDUCA	275.00	STATE MEMBERSHIP
44770	NEBRASKA ASSOCIATION OF SCH	250.00	MTG/MEMBERSHIP/SUPT SEARCH
44771	NEBRASKA CENTRAL EQUIPMENT	155.38	BUS REPAIR
44772	NEBRASKA SAFETY CENTER	125.00	DRIVER TRAINING
44773	OVERTON SAND & GRAVEL	138.82	GROUNDS MAINT
44774	PERMA-BOUND	552.34	LIBRARY SUPPLIES
44775	PLATINUM AWARDS & GIFTS	228.35	AWARDS
44776	PYRAMID SCHOOL PRODUCTS	790.74	CLASSROOM SUPPLIES
44777	QUADIENT FINANCE USA, INC.	583.30	POSTAGE FUNDING
44778	RAPIDS	46.66	INSTRUCTION EXP.
44779	RELIABLE PEST CONTROL SERVI	62.00	BUILDING MAINTENANCE
44780	SCHOOL SPECIALTY LLC	172.16	TEACHING MATERIALS
44781	SOUTHERN POWER DISTRICT	4,087.00	ELECTRICITY

44782 STAPLES ADVANTAGE	426.75 INSTRUCTION/CUSTODIAL
44783 STATE OF NEBRASKA	505.30 NETWORK SERVICE
TIME MANAGEMENT SYSTEMS	250.29 TIME CARD SYSTEM
44784 US BANK	3,739.86 CREDIT CARD CHARGES
44785 VERIZON WIRELESS	123.17 CELL PHONE
44786 VILLAGE OF BERTRAND	819.87 WATER/SEWER/TRASH/
44787 WINDSTREAM	73.40 DISTANCE LEARNING
44788 YANDA'S MUSIC	3,153.50 INSTRUMENT REPAIR/SUPPLIES

JUNE 2025 BILLS:	84,804.63
JUNE 2025 PAYROLL:	333,161.39
JUNE 2025 TOTALS:	417,966.02

## GENERAL FUND CLEARING

May 31, 2025

GFC

\$	DATE	CK#	TO	ACCT #	DESCRIPTION
109.00	05/07/25	4352	Quality Inn	12410330001000	Room for Conference
79.36	05/12/25	4353	Alma Public School	11100810001000	RPAC Music
120.00	05/12/25	4354	KC Ventures	11100610001/002	Staff app
31.03	05/14/25	4355	Megan Urbom	11100610002112	Roundup Snack
75.69	05/20/25	4356	Sam Lavene	12710626000000	Fuel
900.00	05/22/25	4357	Haley Munter	01 1370	Preschool Refund
56.00	05/27/25	4358	Alma Public School	11100580001000	RPAC Meals

1,371.08

BERTRAND COMMUNITY SCHOOL FINANCIAL REPORT AS OF MAY 31, 2025

	RECEIPTS	DISBURSEMENT	BALANCE
<b>GENERAL FUND</b>			
(Checking & Money Market)			
<b>Balance APRIL 30, 2025</b>			<u>\$4,042,474.56</u>
Receipts	\$1,344,737.51		
Disbursements			
Bills & Payroll		\$381,824.14	
<b>Balance APRIL 30, 2025</b>			<u>\$5,005,387.93</u>
<b>ACTIVITY FUND</b>			
<b>Balance APRIL 30, 2025</b>			<u>\$154,997.73</u>
Receipts	\$15,929.70		
Disbursements		\$7,055.77	
<b>Balance MAY 31, 2025</b>			<u>\$163,871.66</u>
<b>ATHLETIC FUND</b>			
<b>Balance APRIL 30, 2025</b>			<u>\$56,523.03</u>
Receipts	\$6,072.00		
Disbursements		\$5,860.61	
<b>Balance MAY 31, 2025</b>			<u>\$56,734.42</u>
<b>DEPRECIATION FUND</b>			
(Bus Replacement)			
<b>Balance APRIL 30, 2025</b>			<u>\$607,695.29</u>
Interest	\$564.10		
Disbursements			
Yanda's-Drums		\$6,515.00	
JW Pepper-risers		\$4,932.10	
<b>Balance MAY 31, 2025</b>			<u>\$596,812.29</u>
<b>BUILDING FUND (Regular)</b>			
<b>Balance APRIL 30, 2025</b>			<u>\$1,771,063.02</u>
Receipts			
Gosper Co.	\$45,953.99		
Phelps Co.	\$125,334.80		
Interest	\$795.35		
Disbursements			
None			
<b>Balance MAY 31, 2025</b>			<u>\$1,943,147.16</u>
<b>BOND FUND</b>			
<b>Balance APRIL 30, 2025</b>			<u>\$279,156.64</u>
Receipts	\$47,238.85		
Disbursements			
BOKF Payment		\$1,780.00	
<b>Balance MAY 31, 2025</b>			<u>\$324,615.49</u>
<b>QCPF-2</b>			
<b>Balance APRIL 30, 2025</b>			<u>\$241,399.12</u>
Receipts	\$83,063.94		
Disbursements			
BOKF-payment		\$1,110.00	
<b>Balance MAY 31, 2025</b>			<u>\$323,353.06</u>
<b>HISTORICAL INFORMATION</b>			
	<u>2022</u>	<u>2023</u>	<u>2024</u>
General	\$2,161,353	\$2,527,666	3,439,915
Depreciation/Bus Replacement	\$330,782	\$442,028	495,559
Building	\$441,979	\$959,830	1,478,370
Bond	\$278,047	\$293,654	308,900
QCPF #2	\$309,934	\$298,939	289,071

Cash Receipt Listing by Received From

Receipt Number	Received From	Receipt Date	Cash Receipt Description	Chart of Account Number	Detail Description	Amount
1895		05/10/2025	Ins. Reimb.	01 453	Ins. Reimb. Bogg/Pelton	1,683.56
1895		05/10/2025	Ag Grant	01 1925	Farm Credit Services	4,500.00
0516-01		05/16/2025	EFT St of NE - Sped S/A Transp	01 3125	SPED Transp	1,342.00
1897		05/29/2025	Ins. Reimb.	01 453	Ins. Reimb-Boggs	84.95
0530-01		05/30/2025	EFT St of NE - St Aid	01 3110	St Aid	37,954.00
0531-01		05/31/2025	Interest on Acct	01 1510	Interest	4,134.13
Total:						49,698.64
0507-01	GOSP TREAS GOSPER CO TREASURER	05/07/2025	County Taxes	01 1100	Taxes	340,558.09
0507-01	GOSP TREAS GOSPER CO TREASURER	05/07/2025	County Taxes	01 1125	Motor Vehicle	4,847.93
0507-01	GOSP TREAS GOSPER CO TREASURER	05/07/2025	County Taxes	01 3990	In Lieu	1,427.53
0507-01	GOSP TREAS GOSPER CO TREASURER	05/07/2025	County Taxes	01 3130	Homestead	766.02
0507-01	GOSP TREAS GOSPER CO TREASURER	05/07/2025	County Taxes	01 1115	Carline	23.89
GOSP TREAS GOSPER CO TREASURER Total:						347,623.46
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 1100	Taxes	505,155.72
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 1125	Motor Vehicle	11,195.42
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 1115	Carline	18.70
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 2110	Fines	393.23
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 3130	Homestead	2,963.32
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 3131	Prop Tax Cr	135,188.53
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 3134	School Tax Cr	289,158.17
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 3180	PRMV	2,332.76
1896	PHELPTREAS PHELPS CO. TREASURER	05/16/2025	County Taxes	01 3990	G&P In Lieu	1,009.56
PHELPTREAS PHELPS CO. TREASURER Total:						947,415.41

Summary Totals

Account Type	Cash Accounts	Receivable Accounts
Subtotal Revenue	1,342,969.00	1,344,737.51
Subtotal Expense		1,344,737.51
Subtotal General Ledger	1,768.51	
Total:		

Activity Fund Balance Report - Summary - Exclude Encumbrances  
 05/2025 - 05/2025

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 8101	FUND BALANCE/GENERAL	6,265.76	352.00	1,425.00	0.00	7,338.76
05 704 8102	FUND BALANCE/LIBRARY	946.84	0.00	36.00	0.00	982.84
05 704 8103	FUND BALANCE/POP MACHINE	(266.25)	0.00	0.00	0.00	(266.25)
05 704 8104	FUND BALANCE/AG EDUCATION	3,550.00	0.00	0.00	0.00	3,550.00
05 704 8105	FUND BALANCE/SHOP - WOODS	2,670.78	153.98	3,789.00	0.00	6,305.80
05 704 8106	FUND BALANCE/CLASS 2028	0.00	0.00	350.00	0.00	350.00
05 704 8107	FUND BALANCE/CLASS OF 2021	1,458.55	0.00	0.00	0.00	1,458.55
05 704 8108	FUND BALANCE/CLASS OF 2023	47.60	0.00	0.00	0.00	47.60
05 704 8109	FUND BALANCE/CLASS OF 2024	1,334.00	0.00	0.00	0.00	1,334.00
05 704 8110	FUND BALANCE/CLASS OF 2025	1,038.43	75.00	0.00	0.00	963.43
05 704 8111	FUND BALANCE/CLASS OF 2026	647.27	100.00	0.00	0.00	547.27
05 704 8112	FUND BALANCE/CLASS OF 2027	3,245.47	0.00	350.00	0.00	3,595.47
05 704 8113	FUND BALANCE/CLASS OF 2032	340.00	0.00	0.00	0.00	340.00
05 704 8114	FUND BALANCE/B CLUB	11,348.78	110.85	0.00	0.00	11,237.93
05 704 8116	FUND BALANCE/NHS	7,012.80	64.91	0.00	0.00	6,947.89
05 704 8117	FUND BALANCE/STUDENT COUNCIL	1,707.95	165.50	0.00	0.00	1,542.45
05 704 8120	FUND BALANCE/BAND	2,119.16	0.00	0.00	0.00	2,119.16
05 704 8121	FUND BALANCE/CONCESSIONS	14,589.61	3,256.83	5,973.25	0.00	17,306.03
05 704 8122	FUND BALANCE/BCSVSO	1,883.85	0.00	0.00	0.00	1,883.85
05 704 8126	FUND BALANCE/PLAY	921.23	0.00	0.00	0.00	921.23
05 704 8130	FUND BALANCE/READING ENRICH	4,694.03	69.81	34.20	0.00	4,658.42
05 704 8135	FUND BALANCE/SPEECH	110.41	0.00	0.00	0.00	110.41
05 704 8136	FUND BALANCE/INST. RENTAL	75.00	0.00	0.00	0.00	75.00
05 704 8137	FUND BALANCE-STUDENT FEES	180.00	0.00	0.00	0.00	180.00
05 704 8140	FUND BALANCE YEARBOOK	0.00	0.00	0.00	0.00	0.00
05 704 8144	FUND BALANCE-YEARBOOK 2022-2023	(160.07)	0.00	0.00	0.00	(160.07)
05 704 8145	FUND BALANCE YEARBOOK 2023-2024	(1,798.73)	0.00	0.00	0.00	(1,798.73)
05 704 8146	FUND BALANCE YEARBOOK 24-25	4,172.03	2,706.89	68.25	0.00	1,533.39
05 704 8148	FUND BALANCE/ELEM GRANT	1,310.06	0.00	0.00	0.00	1,310.06
05 704 8149	FUND BALANCE - JEANS FUND	3,641.78	0.00	0.00	0.00	3,641.78
05 704 8150	FUND BALANCE-GREENHOUSE DONATIONS	239.29	0.00	0.00	0.00	239.29
05 704 8151	FUND BALANCE BEEF BOOSTERS FTF	(284.02)	0.00	0.00	0.00	(284.02)
05 704 8152	FUND BALANCE - ART PROJECTS	1,045.58	0.00	0.00	0.00	1,045.58
05 704 8154	FUND BALANCE - DIABETES SUPPLIES	1,268.18	0.00	0.00	0.00	1,268.18
05 704 8155	FUND BALANCE-IPAD INSURANCE	66,024.83	0.00	3,904.00	0.00	69,928.83
05 704 8160	FUND BALANCE BLEACHERS	7,500.00	0.00	0.00	0.00	7,500.00
05 704 8175	FUND BALANCE/CONCESSIONS HOLDING	6,117.53	0.00	0.00	0.00	6,117.53
	Fund Total: 05	154,997.73	7,055.77	15,929.70	0.00	163,871.66

**Activity Fund Balance Report - Summary - Exclude Encumbrances**  
 05/2025 - 05/2025

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
04 704	FUND BALANCE	35,342.16	0.00	0.00	0.00	35,342.16
04 704 9101	ATH GATE FUND BALANCE	16,782.79	982.77	3,872.00	0.00	19,672.02
04 704 9102	ATH MISC. FUND BALANCE	(13,545.18)	2,571.00	0.00	0.00	(16,116.18)
04 704 9103	ATH OFFICIALS FUND BALANCE	(18,275.00)	550.00	0.00	0.00	(18,825.00)
04 704 9104	ATH MEET FUND BALANCE	(3,210.00)	442.14	2,200.00	0.00	(1,452.14)
04 704 9105	ATH EQUIPMENT FUND BALANCE	(5,914.99)	0.00	0.00	0.00	(5,914.99)
04 704 9120	ATH VOLLEYBALL FUND BALANCE	2,820.04	0.00	0.00	0.00	2,820.04
04 704 9121	ATH FOOTBALL FUND BALANCE	6,270.89	0.00	0.00	0.00	6,270.89
04 704 9122	ATH BOY BB FUND BALANCE	654.31	600.00	0.00	0.00	54.31
04 704 9123	ATH GIRLS BB FUND BALANCE	3,858.55	325.00	0.00	0.00	3,533.55
04 704 9124	ATH CC FUND BALANCE	864.76	0.00	0.00	0.00	864.76
04 704 9125	ATH CHEERLEADERS FUND BALANCE	5,020.71	389.70	0.00	0.00	4,631.01
04 704 9126	ATH TRACK FUND BALANCE	15,185.00	0.00	0.00	0.00	15,185.00
04 704 9140	ATH VIKING STORE FUND BALANCE	3,788.62	0.00	0.00	0.00	3,788.62
04 704 9141	ATH DONATED FUNDS BALANCE	7,266.96	0.00	0.00	0.00	7,266.96
04 704 9150	ATH. VIKING BOOSTER CLUB FUND BALANCE	(386.59)	0.00	0.00	0.00	(386.59)
Fund Total: 04		56,523.03	5,860.61	6,072.00	0.00	56,734.42

**Bertrand Community School  
Hot Lunch May  
2024-2025**

**Cash Balance 4/30/2025** \$52,045.43

**Receipts**

Student Lunches	\$6,480.40
General Fund	\$0.00
Noon Duty	\$0.00
State Reimb.	\$11,255.01
Adult	
Roll	\$0.00
Preschool	\$332.80
Rebate	
Reimbursement	\$0.00

**Total Receipts** \$18,068.21

**Total Available** \$70,113.64

**Expenditures**

Food	\$12,871.01
Salary	\$9,441.50
SS	\$369.59
Medicare	\$86.44
Retirement	\$928.47
Insurance	\$3,053.91
Equipment/Improvements/Supplies	\$0.00
Other	\$0.00

**Total Expenditures** \$26,750.92

**Cash Balance 5/31/2025** \$43,362.72

Facilities - Gym Floors

The gym floors are scheduled to be refinished/resealed in July.

Old/West Gym - July 3  
New/East Gym - July 24

After the sealant is applied, the gym will be closed for 7-10 days to allow drying and curing. With the spacing, there should not be a time when both gyms are inaccessible. When the east gym is done (July 24th being a Thursday), we will also close the weight room through the weekend (4 days) to allow for the fumes/aroma to clear out before having people in there.

Activities / Sports:

The summer weights program has been going since after Memorial Day.

Coaches and players have been attending camps and leagues, and will continue through the middle of July.

Extra Duties

## June 2025 Principal Report

- **Monthly Building Report**

- Concrete repair is set to begin, next week 6/16/25 This includes the east side expansion joint, the north and west handicapped ramps.
- Bids are being accepted for gutter repair and/or replacement
- The maintenance and custodial staffs

- **Transportation**

- All transportation reports have been submitted to NDE
- New required bus inspection forms have been added to all the buses
  
-



## SUPERINTENDENT REPORT

June 16, 2025

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### Grants & Donations



Learning that works  
for Nebraska

#### 💰 reVISION Action Grant 💰

**Bertrand has been awarded over \$99,000** to support our Career Technical Education programs, specifically in the areas of Skilled Technical Science (STS) and Health Sciences!

The purpose of the reVISION Action Grant is to improve, modernize, and expand career and technical education (CTE) programs to align with Nebraska's economic priorities and workforce demands. The reVISION Action grant program provides

Perkins funds for eligible secondary and postsecondary recipients to help implement the reVISION action steps developed and identified throughout the reVISION process.

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#### Mapping Grant Progress

Bertrand Community School is pleased to announce the successful completion of the School Safety Mapping Grant project. As part of this initiative, detailed digital maps of our school facilities

were created to enhance emergency response coordination. All local first responders and emergency management agencies—including law enforcement, fire, and EMS—have received access to these updated maps to support rapid, informed responses in the event of a crisis.

We are grateful for the partnership and continued collaboration with our emergency service providers as we prioritize the safety and well-being of our students, staff, and community.



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## District Goals & Continuous Improvement



### Mission, Vision, & Strategic Plan

The first step in the Continuous Improvement Plan cycle is to set a mission and vision for the district that will guide the work going forward. The Staff provided input prior to the end of the school year and the results will now be distributed to the community for input in crafting our Mission and Vision. Be on the lookout for a survey to help us center our focus so both our mission and vision are aligned with our district goals.

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## Professional Development

### Professional Development Schedule

August 11/12 - Back to School Inservice



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## School Board Workshops & Information

**Kearney**

***Area Membership Meeting***

**August 21, 2025**

**Kearney**

***Labor Relations Meeting***

**October 1 & 2**

**Lincoln**

***State Education Conference***

**November 19-21**

**Omaha**



**Bertrand Community School**

A quality education that empowers students to realize their full potential.

**Contact**





**Protex Central, Inc.**  
 Phone: (402) 463-0666  
 Fax: (402) 463-6057  
 1239 North Minnesota Ave, PO Box 1467  
 Hastings, NE 68901

**Quote**  
 No.: **44893**  
 Date: 5/12/2025

Prepared for:  
 Nicole LeClaire (308) 440-8271  
 Bertrand Public Schools  
 503 School St.  
 Bertrand, NE 68927 USA

Prepared by: TJ Chamberlain  
 Account No.: 11517  
 Phone: (308) 472-3427

Quantity	Item ID	Description	UOM
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**Brivo Access Control System Additions - Additional SaaS Fees (1st Year) Price**

**Your Price:** \$432.00

For technical questions regarding this proposal please call Greg Behrends at 800/274-0888

**Total:** \$432.00

Prices are firm until 5/19/2025      Terms: NET30

**Prepared by:** TJ Chamberlain, tj.chamberlain@protexcentral.net

**Date:** 5/12/2025

**SCOPE OF WORK:**

Protex Central, Inc. (PCI) proposes the additional Software-as-a-Service (SaaS) fees for the proposed installation of additions to the existing Brivo access control system at Bertrand Public Schools in Bertrand, NE.

This quote shall be accepted for PCI Quote #44892 (Brivo Access Control System Additions - Equipment & Installation Price) to be valid.

**Protex Central Inc. - Agreement Proposal Terms & Conditions**

This proposal when accepted, and any subsequent orders placed as a result of this proposal are not subject to cancellation, change, reduction in amount or suspension of performance by the customer except with Protex's written consent and upon terms which indemnify against loss. Any change order such as design, shipping or installation schedule or other instructions of any kind must be submitted in writing. Protex shall not be bound by any such change unless they first agree in writing, and then only upon such terms, as they shall make, to cover any additional cost caused by such changes.

When materials covered by this proposal are for the replacement of or additions to existing equipment, Protex shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Protex. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Protex, or alternatively, shall provide Protex with acceptable tax exception certificates. Protex shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of work. Protex shall not be responsible for any loss or damage occurring by reason of delay, or inability to perform caused by conditions beyond their control including but not limited to acts of God, act of government, fire, flood, war, riot, civil commotion, transportation embargoes or car shortages, malicious injury, inability to secure material or skilled labor, priority, allocations or other materials regulations, or any other cause, similar or dissimilar.

Should this proposal cover an item or items which are made to the customer's specifications, any warranty on the part of Protex shall be limited to cover latent defects in materials only and in no case shall be construed to warrant that said item or items shall provide satisfactory in type of length or service rendered. Acceptance by the customer shall be evidence that the customer's specifications have been compiled with and shall be conclusive that the terms of this proposal have been met.

Claims for shortages or rejections must be made within ten days after receipt of goods. Claims for breakage, damaged, or loss should be presented directly to the transportation company upon receipt of merchandise. It is understood that the performance dates specified on this proposal are based upon conditions prevailing as of the date of this proposal and that Protex shall not be responsible for any delay in said performance dates, or any cancellation of this proposal which may be caused by conditions, either out of their control or by them at the time this proposal is made. Protex shall have the right to furnish substitutes for material which cannot be obtained due to existing shortages.

Protex reserves the right to restrict the terms of payment or to require payment prior to time of performance if in Protex's opinion the customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally specified in this proposal. Interest will be added on overdue accounts at 1 1/2% per month. This proposal supersedes all previous proposals, negotiations, statements, representations and promises. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which caused, in whole or in part, by the negligent act or omission of the indemnifying party. Purchaser agrees that he will pay and reimburse Protex for any and all reasonable attorney's fees which are incurred by Protex Central in the collection of amounts due and payable hereunder.

Protex shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. Protex warrants that the equipment manufactured by i shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment. Work performed by Protex shall warranted for a period of ninety (90) days. Protex warrants that for equipment furnished and/or installed but not manufactured by Protex. Protex will extend the same warranty terms and conditions, which Protex receives, from the manufacturer of said equipment. All transportation charges incurred in connection with the warranty for equipment not installed by Protex shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OR MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**BILLINGS, TERMS & DEPOSIT REQUIREMENTS**

CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified in this Agreement. PCI shall submit periodic invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Credit card payments may be subject to additional fees.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
50% Deposit with order unless otherwise negotiated with Protex Central Inc. Finance Department.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL NOTICE conditions have been reviewed and are understood per "Scope of Work" for this document.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Protex Central, Inc.**  
 Phone: (402) 463-0666  
 Fax: (402) 463-6057  
 1239 North Minnesota Ave, PO Box 1467  
 Hastings, NE 68901

**Quote**  
 No.: **44892**  
 Date: 5/12/2025

Prepared for:  
 Nicole LeClaire (308) 440-8271  
 Bertrand Public Schools  
 503 School St.  
 Bertrand, NE 68927 USA

Prepared by: TJ Chamberlain  
 Account No.: 11517  
 Phone: (308) 472-3427

Quantity	Item ID	Description	UOM
2	Altronix-AL125ULX	Power Supply-Charger, AL125UL In BC300 Enclosure <i>Power Supply-Charger, AL125UL In BC300 Enclosure</i>	
4	12V-7AH	Battery 12 Volt DC - 7 Amp Hour	
2	Honeywell-OP40HONS	Reader, OmniProx, Proximity, 4 Inch Read Range, Wiegand, Wall Mt, Black /Gray /Ivory, U.S. Gangbox, Built-In Tamper, RoHS Compliant, Honeywell Logo	
2	HES-9400-630	Electric Strike, 9400 Series, 1/2 Inch Slim-Line Form, Internal	
2	HES-2005M3	Electrical Accessory, Smart-Pac II, In-Line Power Controller-Provides Regulated 12 To 24 Volts AC Or DC Continuous Duty, ETC <i>Electrical Accessory, Smart-Pac II, In-Line Power Controller-Provides Regulated 12 To 24 Volts AC Or DC Continuous Duty, ETC</i>	
2	DMP-SD-70	Steel Door 1.25" Recessed Contact <i>n/a</i>	
2	Bosch-DS160	PIR, Request To Exit, Light Grey Finish <i>PIR, Request To Exit, Light Grey Finish</i>	
1	Muyi-5xSKUMY20973	2 Wire Connector, MUYI 5 Kit Electric Connector 18 AWG Connectors Waterproof Electrical Connector 1.0mm <sup>2</sup> Wire Harness 1.5mm Series Terminal	
400	COMPOSITE-18/4-22 /3-22/2-22/4-YJ	Composite Cable - 18AWG 4C + 22AWG 3PR O/S + 22AWG 2C + 22AWG 4C + YELLOW JACKET	

**Brivo Access Control System Additions - Equipment & Installation Price**

**Your Price:**                       
**\$7,477.05**

**Total:**                       
**\$7,477.05**

Prices are firm until 5/19/2025      Terms: NET30

**Prepared by:** TJ Chamberlain, tj.chamberlain@protexcentral.net

**Date:** 5/12/2025

SCOPE OF WORK:

**\*\*SPECIAL NOTICE\*\***

- 1) PCI cannot be held liable for manufacturing delays for equipment listed on this proposal.
- 2) PCI reserves the right to substitute alternative equipment as needed to meet project and customer deadlines as required.
- 3) Any additional costs associated with manufacturer increases after date of order will be negotiated with end user.

Exclusions for Tariff-Related Cost Increases:

- \* PCI shall not be liable for cost increases incurred due to tariffs incurred during the sales and/or ordering process.
- \* PCI will communicate and negotiate additional costs incurred with Customer prior to equipment purchase.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Protex Central, Inc. (PCI) proposes the installation of additions to the existing Brivo access control system at Bertrand Public Schools in Bertrand, NE.

PCI Quote #44833 (Brivo Access Control System, Controller Replacement - Equipment & Installation Price) shall be accepted for this quote to be valid.

**BRIVO ACCESS CONTROL SYSTEM:**

For the Brivo access control system, PCI provides "Software-as-a-Service (SaaS)" for an annual fee. The web-hosted access control panel(s) are connected to Brivo's Data Center via a secured Internet connection. There is no software to be installed or dedicated PC servers to maintain. Database maintenance tasks, such as backup/restore and panel firmware upgrades, are performed automatically. System management, such as cardholder entry, is performed by the end user via a web browser interface with a valid username and password. PCI recommends Google Chrome for the web browser interface. End user connection to the access control system is available anywhere there is an Internet connection.

A separate quote will be provided for the additional, annual SaaS fees.

**INCLUSIONS:**

- 1) PCI will install new access control system equipment at the following locations:

Exit "B" Double Doors (right-hand leaf):

- (1) Altronix AL125ULX lock power supply.
- (1) Honeywell OP40HONS card reader.
- (1) HES 9400-630 "slim-line", surface mount, electric strike lock.
- (1) HES 2005-M3 lock power conditioner.
- (1) DMP SD-70 recessed door position switch.
- (1) Bosch DS160 exit motion detector (PIR).
- (1) Muye waterproof connector.

The new Exit "B" access control system equipment will be connected to the new Brivo B-ACS300-E 2-reader door controller (provided in PCI Quote #44833) scheduled to be installed a Exit "A".

Exit "D" Double Doors (right-hand leaf):

- (1) Altronix AL125ULX lock power supply.
- (1) Honeywell OP40HONS card reader.
- (1) HES 9400-630 "slim-line", surface mount, electric strike lock.
- (1) HES 2005-M3 lock power conditioner.
- (1) DMP SD-70 recessed door position switch.
- (1) Bosch DS160 exit motion detector (PIR).
- (1) Muye waterproof connector.

**Quote**

No.: **44892**

Date: 5/12/2025

The new Exit "D" access control system equipment will be connected to the new Brivo B-ACS300-E 2-reader door controller (provided in PCI Quote #44833) scheduled to be installed a Exit "B".

Each new AL125ULX lock power supply will require (1) hardwired power connection. This unit will be battery backed with (2) new 12V, 7AH batteries.

The Muyi waterproof connectors are for disconnecting the 9400-630 electric strike locks should the center mullion of the double door sets need to be removed.

- 2) PCI will install new access control system cabling from the Exit "B" Door and from the Exit "D" Door to the new access control system head-end equipment provided in PCI Quote #44833 and to the new AL125ULX lock power supplies.
- 3) PCI will provide programming.

**EXCLUSIONS:**

- \* All necessary hardwired power connections shall be provided and installed by the Owner.
- \* Patching, painting, or repair/replacement of ceiling tiles are excluded.
- \* Cardholder programming shall be performed by the Owner's System Administrator.

**CLARIFICATIONS:**

- \* All work to be performed during normal business hours 8:00AM – 5:00PM, Monday through Friday.
- \* Price does not include freight.
- \* Fifty (50)% deposit with order. Balance due within 30 days upon invoice. See additional information included on "Terms and Conditions" page.
- \* Includes all equipment listed above. Cost for any additional equipment that is used shall be negotiated with the Owner.
- \* All devices will be installed per locations noted on drawings via site survey and as defined in the scope of work.

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**Protex Central Inc. - Agreement Proposal Terms & Conditions**

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**Quote**

No.: **44892**

Date: 5/12/2025

Protex shall not be responsible for any delay in said performance dates, or any cancellation of this proposal which may be caused by conditions, either out of their control or by them at the time this proposal is made. Protex shall have the right to furnish substitutes for material which cannot be obtained due to existing shortages.

Protex reserves the right to restrict the terms of payment or to require payment prior to time of performance if in Protex's opinion the customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally specified in this proposal. Interest will be added on overdue accounts at 1 1/2% per month. This proposal supersedes all previous proposals, negotiations, statements, representations and promises. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which caused, in whole or in part, by the negligent act or omission of the indemnifying party. Purchaser agrees that he will pay and reimburse Protex for any and all reasonable attorney's fees which are incurred by Protex Central in the collection of amounts due and payable hereunder.

Protex shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. Protex warrants that the equipment manufactured by i shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment. Work performed by Protex shall warranted for a period of ninety (90) days. Protex warrants that for equipment furnished and/or installed but not manufactured by Protex. Protex will extend the same warranty terms and conditions, which Protex receives, from the manufacturer of said equipment. All transportation charges incurred in connectio with the warranty for equipment not installed by Protex shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OR MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

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Credit card payments may be subject to additional fees.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

50% Deposit with order unless otherwise negotiated with Protex Central Inc. Finance Department.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL NOTICE conditions have been reviewed and are understood per "Scope of Work" for this document.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

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**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Protex Central, Inc.**  
 Phone: (402) 463-0666  
 Fax: (402) 463-6057  
 1239 North Minnesota Ave, PO Box 1467  
 Hastings, NE 68901

**Quote**  
 No.: **44833**  
 Date: **5/7/2025**

Prepared for:  
 Nicole LeClaire (308) 440-8271  
 Bertrand Public Schools  
 503 School St.  
 Bertrand, NE 68927 USA

Prepared by: TJ Chamberlain  
 Account No.: 11517  
 Phone: (308) 472-3427

Quantity	Item ID	Description	UOM
3	Brivo-B-ACS300-E	Brivo Onair ACS300 IP door controller with WiFi & BLE for up to 2 readers. Requires PoE, PoE+ or 12vdc Linear PS. Reader, Batt & PS, Not Included. <i>Brivo Onair ACS300 IP door controller with WiFi &amp; BLE for up to two (2) readers. Requires PoE, PoE+ or 12vdc Linear Power Supply. Reader, Battery &amp; Power Supply, Not Included.</i>	
3	Altronix-Netway1XP	Midspan Injector, Single-Port, PoE (IEEE 802.3af Compliant) Or PoE+ (30W) (802.3at Compliant), PoE Shutdown Feature, UL/cUL-Listed (UL60950-1), CE-App	

**Brivo Access Control System, Controller Replacement - Equipment & Installation Price**

**Your Price:** \$6,303.66  
**Total:** \$6,303.66

Prices are firm until 5/19/2025      Terms: NET30

**Prepared by:** TJ Chamberlain, tj.chamberlain@protexcentral.net

**Date:** 5/7/2025

SCOPE OF WORK:

**\*\*SPECIAL NOTICE\*\***

- 1) PCI cannot be held liable for manufacturing delays for equipment listed on this proposal.
- 2) PCI reserves the right to substitute alternative equipment as needed to meet project and customer deadlines as required.
- 3) Any additional costs associated with manufacturer increases after date of order will be negotiated with end user.

Exclusions for Tariff-Related Cost Increases:

- \* PCI shall not be liable for cost increases incurred due to tariffs incurred during the sales and/or ordering process.
- \* PCI will communicate and negotiate additional costs incurred with Customer prior to equipment purchase.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Protex Central, Inc. (PCI) proposes the installation of replacement Brivo access control system controllers at Bertrand Public Schools in Bertrand, NE.

BRIVO ACCESS CONTROL SYSTEM CONTROLLERS END OF LIFE:

- \* The (3) existing Brivo B-ACS-IPDC-1E single door controllers are no longer supported by Brivo.

**Quote**

No.: **44833**

Date: 5/7/2025

- \* The (3) existing Brivo B-ACS-IPDC-1E single door controllers will stop communicating with Brivo's Data Center on 12/1/25.
- \* The replacement for the B-ACS-IPDC-1E single door controller is the Brivo B-ACS300-E 2-reader/door controller.
- \* The B-ACS300-E 2-reader/door controllers each require a POE+ Local Area Network (LAN) connection.

**INCLUSIONS:**

1) PCI will remove the existing access control system equipment at the following locations:

Exit "A"

- (1) Brivo B-ACS-IPDC-1E single door controller.

Exit "C":

- (1) Brivo B-ACS-IPDC-1E single door controller.

Exit "S":

- (1) Brivo B-ACS-IPDC-1E single door controller.

At the door controllers network connections:

- (3) Altronix NETWAY1P POE midspans.

2) PCI will provide and install new access control system equipment at the following locations:

Exit "A"

- (1) Brivo B-ACS300-E 2-reader/door controller.

Exit "C":

- (1) Brivo B-ACS300-E 2-reader/door controller.

Exit "S":

- (1) Brivo B-ACS300-E 2-reader/door controller.

At the door controllers network connections:

- (3) Altronix NETWAY1XP POE+ midspans.

3) PCI will connect the existing network cabling to the new B-ACS300-E 2-reader/door controllers and to the new NETWAY1X POE+ midspans.

4) PCI will connect the existing access control system cabling to the new B-ACS300-E 2-reader/door controllers.

5) PCI will provide programming.

**EXCLUSIONS:**

- \* All necessary power outlets shall be provided and installed by the Owner.
- \* PCI cannot guarantee the condition or functionality of existing equipment or cabling. Items can be replaced at an additional cost.
- \* Patching, painting, or repair/replacement of ceiling tiles are excluded.
- \* Cardholder programming shall be performed by the Owner's System Administrator.

**CLARIFICATIONS:**

- \* All work to be performed during normal business hours 8:00AM – 5:00PM, Monday through Friday.
- \* Price does not include freight.
- \* Fifty (50)% deposit with order. Balance due within 30 days upon invoice. See additional information included on "Terms and Conditions" page.
- \* Includes all equipment listed above. Cost for any additional equipment that is used shall be negotiated with the Owner.

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Should this proposal cover an item or items which are made to the customer's specifications, any warranty on the part of Protex shall be limited to cover latent defects in materials only and in no case shall be construed to warrant that said item or items shall provide satisfactory in type of length or service rendered. Acceptance by the customer shall be evidence that the customer's specifications have been compiled with and shall be conclusive that the terms of this proposal have been met. Claims for shortages or rejections must be made within ten days after receipt of goods. Claims for breakage, damaged, or loss should be presented directly to the transportation company upon receipt of merchandise. It is understood that the performance dates specified on this proposal are based upon conditions prevailing as of the date of this proposal and that Protex shall not be responsible for any delay in said performance dates, or any cancellation of this proposal which may be caused by conditions, either out of their control or by them at the time this proposal is made. Protex shall have the right to furnish substitutes for material which cannot be obtained due to existing shortages.

Protex reserves the right to restrict the terms of payment or to require payment prior to time of performance if in Protex's opinion the customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally specified in this proposal. Interest will be added on overdue accounts at 1 1/2% per month. This proposal supersedes all previous proposals, negotiations, statements, representations and promises. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which caused, in whole or in part, by the negligent act or omission of the indemnifying party. Purchaser agrees that he will pay and reimburse Protex for any and all reasonable attorney's fees which are incurred by Protex Central in the collection of amounts due and payable hereunder.

Protex shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. Protex warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment. Work performed by Protex shall be warranted for a period of ninety (90) days. Protex warrants that for equipment furnished and/or installed but not manufactured by Protex. Protex will extend the same warranty terms and conditions, which Protex receives, from the manufacturer of said equipment. All transportation charges incurred in connection with the warranty for equipment not installed by Protex shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**BILLINGS, TERMS & DEPOSIT REQUIREMENTS**

CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified in this Agreement. PCI shall submit periodic invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more

**Quote**

No.: **44833**

Date: 5/7/2025

than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Credit card payments may be subject to additional fees.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

50% Deposit with order unless otherwise negotiated with Protex Central Inc. Finance Department.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL NOTICE conditions have been reviewed and are understood per "Scope of Work" for this document.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

© COPYRIGHT, PROTEX CENTRAL INC, 2024 ALL RIGHTS RESERVED

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**MIDWEST FLOOR  
COVERING**  
COMMERCIAL FLOORING CONTRACTORS  
**PROPOSAL**

DATE	<u>May 22, 2025</u>	CUSTOMER	<u>Bertrand Public School</u>
JOB NAME	<u>Hallways</u>	CONTACT	<u>Diana Erickson</u>
LOCATION	<u>503 School St.</u>	PHONE	<u>308-999-0735</u>
	<u>Bertrand, NE 68927</u>	TAX INFO	<u>None Included</u>

We hereby submit our estimate for:

**Field Carpet - Mohawk - Side Stripe GT419 - 24x24 - Color: 965 Westpoint w/ 10% Random**  
**Accent Carpet - Mohawk - Rise Up GT420 - 24x24 - Color: 559 Lincoln - Quarter Turn**  
**Resilient Base - Burke - 4" cove - Color: 701 Black**  
**See options below and attached plan for areas of work included.**

WE PROPOSE hereby to furnish material and labor -- complete in accordance with the plans, drawings and specifications for said building for the sum of:

**\$33,575.00**

**Thirty Three Thousand Five Hundred Seventy Five Dollars**

NOTE: This proposal may be withdrawn by us if not accepted within 10 days from letting date.

**The following notes are part of this bid proposal & will be incorporated into the contract documents:**

All material as specified or per our notes and all work is guaranteed to be completed in a workmanlike manner according to industry standards for a period of one year from date of installation. Any alteration or deviation from specifications involving extra cost will be executed only upon written orders and will become extra charges beyond this estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. All installation to be by non-union, independent contract labor. Lights, HVAC, dumpsters, power, elevator, hoisting and dust control by others. All products carry their own independent, standard manufacturer warranties commencing on date of purchase.

**OTHER SPECIAL NOTATIONS:**

**One layer of demo only to owners dumpster included.**  
**No cutback (black) adhesive testing, sealing or removal included.**  
**Includes minor floor prep only. Any floor corrections or leveling by time and material.**  
**Work to be completed in one phase during normal working hours.**  
**All furniture and equipment moving, vacuuming, protection and final clean up by others.**  
**Material payment required prior to ordering materials.**

**Lunchroom Option LVT - Mannington - Bend - 6x36 - Color: ALB203 Zing Blue - Add (+) \$15,626.00.**  
**Classroom Option Carpet - Side Stripe GT419 - 965 Westpoint w/No Accent - Add (+) \$2,534.00.**  
**Home Ec Option LVT - Mohawk - Terrazzo C0180 - 725 Randazzo - Add (+) \$3,884.00.**

THANK YOU Steve McGinnis

**3725 Touzalin Avenue**  
**Lincoln, NE 68507**  
**402/466-5626**

Accepted by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Scale 1:490 (original drawing scale 1:192)

Field Carpet - Mohawk - Side Stripe GT419 - 24x24 - Color: 965 Westpoint w/ 10% Random Accent Carpet - Mohawk - Rise Up GT420 - 24x24 - Color: 559 Lincoln - Quarter Turn

Lunchroom Option LVT - Mannington - Bend - 6x36 - Color: ALB203 Zing Blue - Add (+) \$15,626.00.

Classroom Option Carpet - Side Stripe GT419 - 965 Westpoint w/No Accent - Add (+) \$2,534.00.

Home Ec Option LVT - Mohawk - Terrazzo C0180 - 725 Randazzo - Add (+) \$3,884.00.





5/29/2025

Craig Newcomb  
503 School Street  
Bertrand, NE 68927  
Cell: (308) 991-8716  
Other:

Dear Craig:

Thank you for giving us the opportunity to present you with a proposal for your building project. I will follow up with you within the next few days to answer any questions or concerns you might have.

As your Sales Consultant, I will work closely with you throughout the entire building process to help with financing, site selection, site layout for optimum land usage, site preparation and many issues you may not have considered, such as permits and proper drainage.

Morton Buildings, Inc. is the only building company that is fully integrated from receiving raw materials all the way to handing the keys over to you at the end of construction. This allows us to maintain our high quality, erecting buildings that operate efficiently with minimum maintenance and low costs year after year.

From basic to bold, small to large, and plain to fancy, Morton's buildings are constructed to satisfy almost every customer's needs. We put only the best materials and workmanship into every building and that is why we can confidently back our product with a very strong warranty package. Additionally, we can help guide you to a variety of sources for financing your construction project.

Again, thank you for allowing us to present you with this building proposal. I look forward to helping you make your building dream a reality.

Sincerely,

Mathew Cope  
Sales Consultant  
Mathew.Cope@mortonbuildings.com  
Cell Phone: +1 308-293-2437

Office Phone: (308) 832-1715  
Office Fax: 308-832-1721  
410 Platte Road  
Kearney, NE 68845-0631



252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

## Building #1 Specifications

Building Info	Style	Width	Height	Length	Truss Rafter	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	338	18'	15' 4"	36'	6'	2.5/12	0/12	20' 7.5"	16' 2.5"

338 18'x15' 4"x36' (#1) - Building Use: Suburban - Recreational/Entertainment

### Foundation

Morton Foundation System - MFS Concrete Columns In Ground. Morton Buildings, Inc. exclusive foundation system. Reinforced precast concrete column with an internal threaded adjustment bracket set in a readi-mix poured footing set below frost depth or a minimum of 4'-0" below building grade. Fastened to a laminated wood column with an internal column connector bracket.

Treated Wood splashboard system.

### Siding

North, West, South, East wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws)

### Wainscot

North, West, South, East with 36" tall Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 wainscot (Fastened with Stainless Steel Screws)

### Roof

Hi-Rib Steel Minimum .019 (Fluoroflex™ 1000) (Fastened with Stainless Steel Screws)  
Structure has been designed for the future installation of a snow retainage system (but not included at this time).

### Overhangs

North wall(s) 1' Wide Vented Sidewall Overhang with Standard 6" fascia, 5" Gutters and 3"x4" Downspouts, with elbows at base  
West, East wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia  
South wall(s), No Overhang, T#78

### Snow Retainers

#### Walk Doors

1 A 3' x 6'8" Plain Flat Leaf Fibersteel Walk Door(s) in swing right hinge with keyed lever lockset, single cylinder deadbolt

#### Windows

6 B 4'4" x 2'9" Pella Impervia Sliding Window(s) with low E glass with argon (Top of window approx. 15' ft above grade)

#### Overhead Door Opening

1 C 8'0" x 7'0" Overhead Door Opening (Requires a minimum 8' 2" X 7' 1" panel), OHD/ Operator requires 2' 6" Headroom, Available Headroom is 8' 1", with preparation for hi-lift track

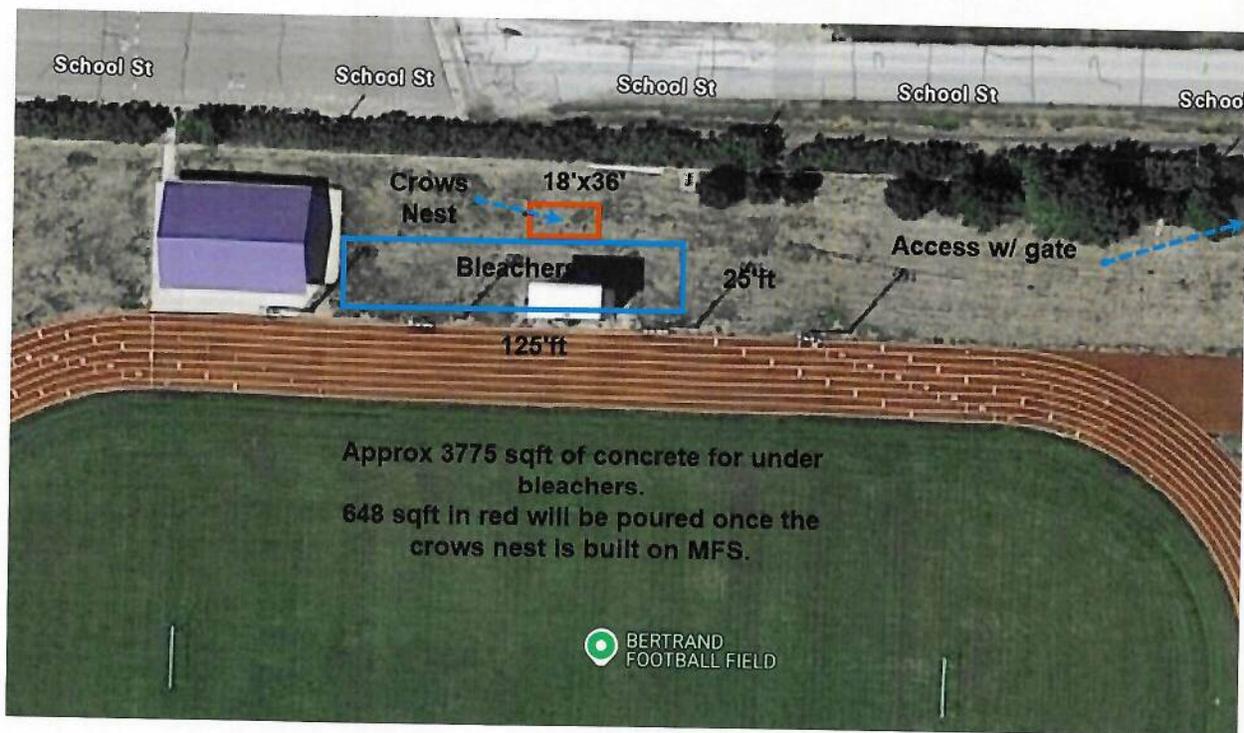


Craig, I've attached the graphics of the Crows Nest. This has been engineered as we discussed to with stand heavy weather events.

The building is 18x20x36

- 1'ft Overhangs (front overhang is not shown on pic)
- Eyebrow over the announcing windows
- 2<sup>nd</sup> Floor with straight staircase
- Raftered Trusses for added head room on 2<sup>nd</sup> floor
- 8x7 over head door
- Walk door
- 2 additional windows
- Fully lined with smart panel and insulation
- Morton Foundation System
- 3775 sqft of concrete, 648 sqft will be poured into the bottom level of the building once it is built. The bleacher pad and approach to the concession stand area is also included.

Please, review this proposal and let me know if there are things you'd like to change. As always there are ways to save money, but I wanted to provide a building project and experience that will last Bertrand for many years and a project they will be proud of.





**Eyebrows**

1 D

32 lineal feet of coverage, 2' wide Eyebrow, 6" fascia and 10/12 roof pitch, 15' 4" grade to soffit

Start eyebrow on South wall 2 feet from left edge of building for 32 feet

Start of eyebrow Hipped End and end of eyebrow Hipped End

Roof of eyebrow to be Fluoroflex™ 1000 Hi-Rib Steel with 5" Gutter

**Energy Performer**

648 sq. ft Ceiling Finish with Hi-Rib Steel (.019 White CQ Polyester Solid) Fastened to Lower Chord of Truss with Painted Steel Screws, 4 Mil Vapor Retarder and Air Deflector at Eaves Between Trusses

Interior Wall with 7/16" Thick Primed Smart Panel with 8" On Center Grooves, Wood Grain (SmartPanel Requires Painting by Customer), Wall Cavity is Insulated with 6" Fiberglass Insulation and 4 Mil Vapor Retarder

36' long, on North wall starting @ 0'

18' long, on West wall starting @ 0'

25' 4" long, on South wall starting @ 10' 8"

10' 8" long, on South wall starting @ 0'

18' long, on East wall starting @ 0'

**Subcontracts**

Install 18 x 36 x 6" thick concrete floor reinforced with #4 rebar @ 24" o.c. each way with a trowel finish. Pad to be poured once Morton Building is Built on MFS.

Install 25x125 x 6" thick concrete floor reinforced with #4 rebar @ 24" o.c. each way with a broom finish. This area is for the bleacher area, handy-cap ramp and transition to concession stand. All concrete will be approx 5' from the track surface.

Install 8'2" x 7'1" Raynor Insulated M200C (R-18.30)

- 2" Thick, Pencil Grooved, Stucco Panel, Color Unknown
- 2" Heavy Duty Track and hardware
- High Lift Track
- Standard (10,000 cycle) springs.
- Door and Operator require 30" of headroom.
- Available Headroom is 8'-1".

**Additional Information**

Raise low side building to 20' tall

1' overhang to high side

Convert to interior rafters, ceiling to follow roof pitch

18'x36' floor system, 2x12 joists @ 12" oc with 3/4" T&G plywood, 11' from top of floor to bottom of joist, 60 Lb deck load

straight stairway

raise windows and eyebrow



## Building Investment

Total Estimated Project Cost as described including Material, Tax, and Labor\*: \$177,084.00

\$53,125.00 Down Payment  
\$106,250.00 Due Upon Delivery of Materials  
\$17,709.00 Due When Morton Buildings' Scope of Work is Complete

\* Building Proposal Good for 14 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to third-parties without the express written authorization of Morton Buildings, Inc.



## Seasonal Discount 2025

Owner

Craig Newcomb  
503 School Street  
  
Bertrand, NE 68927

Payment/Delivery Terms

The project is valued at **\$182,084.00**. With the Seasonal Discount 2025 valued at \$5,000.00 (and other rebates) your new contract amount is **\$177,084.00**.

Qualifications

Seasonal Discount 2025 is earned if you meet the following conditions:

1. Construction Proposal acceptance and credit approval by Morton Buildings, Inc.
2. Delivery of materials acceptance as per Terms and Conditions.

# Spotanski Structures & Contracting

# ESTIMATE

440 E Dodge st  
Grand Island, NE  
68801

**Bill To**  
Bertrand Public Schools  
503 School St, Bertrand, NE 68927

**Estimate #** 109  
**Estimate Date** 05/30/2025

DESCRIPTION	AMOUNT
Building materials 30'W x 50'L x 12'H 2 Overhead doors 12'W 10'H 18" Overhang 4' Wainscot 1 service door	27,954.88
Framing labor	3,950.00
Metal Labor	3,150.00
Overhead door Install W/ Opener	885.37
Service Door Frame and install	375.00
<b>TOTAL</b>	<b>\$36,315.25</b>

## Terms & Conditions

Estimate Valid until 06/30/2025



## Building Investment

Total Estimated Project Cost as described including Material, Tax, and Labor\*: \$84,020.00

\$25,206.00 Down Payment  
\$50,412.00 Due Upon Delivery of Materials  
\$8,402.00 Due When Morton Buildings' Scope of Work is Complete

\* Building Proposal Good for 14 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to third-parties without the express written authorization of Morton Buildings, Inc.

\* Site prep; live got \$7,000 budgeted for prep. Omit if not needed.

5/29/2025

Bertrand High School  
Steve Bristol  
503 School St  
Bertrand , NE 68927  
Cell: (308) 660-5592  
Work: (308) 472-3427  
Other:

Dear Steve:

Thank you for giving us the opportunity to present you with a proposal for your building project. I will follow up with you within the next few days to answer any questions or concerns you might have.

As your Sales Consultant, I will work closely with you throughout the entire building process to help with financing, site selection, site layout for optimum land usage, site preparation and many issues you may not have considered, such as permits and proper drainage.

Morton Buildings, Inc. is the only building company that is fully integrated from receiving raw materials all the way to handing the keys over to you at the end of construction. This allows us to maintain our high quality, erecting buildings that operate efficiently with minimum maintenance and low costs year after year.

From basic to bold, small to large, and plain to fancy, Morton's buildings are constructed to satisfy almost every customer's needs. We put only the best materials and workmanship into every building and that is why we can confidently back our product with a very strong warranty package. Additionally, we can help guide you to a variety of sources for financing your construction project.

Again, thank you for allowing us to present you with this building proposal. I look forward to helping you make your building dream a reality.

Sincerely,

Mathew Cope  
Sales Consultant  
Mathew.Cope@mortonbuildings.com  
Cell Phone: +1 308-293-2437

Office Phone: (308) 832-1715  
Office Fax: 308-832-1721  
410 Platte Road  
Kearney, NE 68845-0631



252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

## Building #1 Specifications

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	306	30'	11' 4"	48'	8'	4/12	0/12	17' 10.5"	12' 7.5"
306 30'x11' 4"x48' (#1) - Building Use: Suburban - Garage									

### Foundation

Morton Foundation System - MFS Concrete Columns In Ground. Morton Buildings, Inc. exclusive foundation system. Reinforced precast concrete column with an internal threaded adjustment bracket set in a readi-mix poured footing set below frost depth or a minimum of 4'-0" below building grade. Fastened to a laminated wood column with an internal column connector bracket.

Treated Wood splashboard system.

### Siding

North, West, South, East wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws) without wainscot

### Roof

Hi-Rib Steel Minimum .019 (Fluoroflex™ 1000) (Fastened with Stainless Steel Screws) with Ridge Cap  
Structure has been designed for the future installation of a snow retainage system (but not included at this time).

### Overhangs

North, South wall(s), No Overhang, 5" Gutters and 3"x4" Downspouts, with elbows at base  
West, East wall(s), No Overhang

### Snow Retainers

### Walk Doors

1 A 3' x 6'8" MB 910 Plain Flat Leaf Walk Door(s) in swing right hinge with lockset

### Overhead Door Opening

3 B 9'0" x 9'0" Overhead Door Opening (Requires a minimum 9' 2" X 9' 1" panel), OHD/ Operator requires 1' 6" Headroom, Available Headroom is 2' 1"

### Subcontracts

Install 30 x 48 x 6" thick concrete floor reinforced with #4 rebar @ 24" o.c. each way with a Trowel finish.  
Install 48 x 4 x 6" thick approach on North side of Garage door openings reinforced with #4 rebar @24" o.c. each way with broom finish.

Prepare 50 X 68 site for 30 X 48 Morton Building.  
Preparation consists of:

Removal of organic matter, topsoil, vegetation, and unsuitable soil types. Material to be stockpiled for use in finish grading around building following construction.



Erosion and Sediment Control as required.

Suitable fill materials to be cut from high areas and placed in low areas. Additional structural fill of high quality to be supplied bringing site up to designated benchmark, +/- one (1) inch.

Prior to placing fills to raise site grade and/or after cuts are made to the subgrade elevations, the subgrades should be proof rolled. Soft areas identified by the proof-rolling should be investigated and stabilized accordingly.

Structural Fill material will be placed and compacted in 3" to 12" lifts depending on type of fill material and compaction equipment (plate compactor, vibratory roller, or sheep's-foot).

Fill to be compacted to 95% of maximum dry density and free of rocks 4" or larger except in column area where maximum size to be 1" or less.

If site preparation is performed during wet conditions, the moisture content of the soils maybe more than the optimum moisture content required to achieve proper compaction. Contractor is responsible for the moisture conditioning of fill materials to achieve proper compaction.

Perimeter to slope a minimum of 5% (6" in 10ft.) and up to 10% slope (12" in 10ft.) away from perimeter of 30 X 48 Morton Building to shed water and must support MBI safety equipment allowing for safe operation.

Contractor is responsible for site safety based on OSHA guidelines. Dig clearance to be called and maintained.

- Install (3) 9'2" x 9'1" Raynor Insulated M200C (R-18.30)
  - 2" Thick, Pencil Grooved, Stucco Panel, Color Unknown
  - 2" Heavy Duty Track and hardware
  - Standard Radius Track
  - Standard (10,000 cycle) springs.
  - Residential - Sentinel 360 DC Belt Drive 10' that includes Battery Back-up, LED Lighting, Integrated Camera, WiFi/Bluetooth, Smart Control Panel, (2) 3 Button Remotes and Keyless Entry Pad.
  - Standard Photo Eyes.
  - Door and Operator require 18" of headroom.
  - Available Headroom is 2'-1".



# PROPOSAL

**Prepared for:**

Steve Bristol  
 503 School St  
 Bertrand, NE 68927  
 steve.bristol@bertrandvikings.org  
 (308) 472-3427

**May 20, 2025****No. 19877**

ABC Seamless Of Nebraska | Matthew Geiser  
 710 Marshall Box 796, Wood River, Ne 68883  
 P: (308) 583-2662 | matthew@abcofnebraska.com  
 abcofnebraska.com

North Gutters

**Scope of Work****Total****All gutters****\$22,440.60**

Item: All gutters  
 Quantity: 1  
 Measurement: 670 (ft)  
 Selection Price: 6 inch gutter  
 Additional Properties:  
 1. Color: Rustic Brown

Addons:  
 1. 15 A Elbow(s)  
 Addon Properties:  
 Color: Rustic Brown  
 2. 1 Tear off on gutters(s)  
 Measurement: 670 (Ft)  
 3. 1 Downspouts 4x5(s)  
 Measurement: 180 (Ft)  
 Addon Properties:  
 Color: T-Tone Alum  
 4. 15 Downspout Drop(s)  
 5. 8 End caps(s)  
 Notes:

Enclosed is an estimate from ABC Seamless to remove and replace all north facing gutters attached to the Bertrand High School. Almost every seam appears to have a leak due to either damage and/or deterioration along with noticeable areas where the water may be affecting the foundation of the structure. The proposed product would be a seamless system with a lifetime warranty custom fit onsite to the exterior of the building. Production time during the summer months would allow adequate installation time prior to the start of school. Price includes all labor, materials, tax, and disposal of waste.

**Soffit only****\$4,567.50**

Install

Item: Soffit only  
 Quantity: 1  
 Measurement: 150 (Ft)  
 Additional Properties:

**Scope of Work**

**Total**

- 1. Color: Rustic Brown
  - 2. Width: 24 inch
- Notes:

The paint appears to be chipped and peeling along with signs of deterioration on approximately 150 linear feet of soffit near the north entrance of the school. Total includes all tax, labor, materials, and waste removal.

**Fascia only**

**\$462.00**

Install

- Item: Fascia only  
Quantity: 1  
Measurement: 20 (Ft)  
Additional Properties:  
1. Color: Rustic Brown  
2. Height: 8 inch
- Notes:

Approximately 20 linear feet of fascia on the north side of the school that appears to be either damaged or deteriorating. Estimate is to remove and replace with a steel wrap. Total includes all tax, labor, materials, and removal of excess waste.

**Grand Total:      \$27,470.10**

The customer(s) ("Buyer(s)") listed above hereby jointly and severally agree to purchase the goods and/or services listed below, in accordance with the prices and terms described on the front and the reverse of this Agreement, and Buyer(s) has requested that such goods or services be installed or provided at Buyer's address listed above. Contractor hereby agrees to install or cause to be installed the products or services listed in this Agreement. Buyer(s) agree to sign a completion certificate upon completion to the installation of the goods. Buyer(s) agrees to pay the Total Investment as described herein, with full payment due upon substantial completion of the job. Buyer(s) may request Contractor to assist with financing for Buyer's purchase. Any financing agreements for the purchase will be contained in separate financing documents.

Buyer(s) hereby acknowledges that Buyer(s) has read the front and the reverse of this Agreement and has received a completed, signed and dated copy of this Agreement including the two accompanying Notice of Cancellation forms, on the date first written above. Buyer(s) also acknowledges that they were orally informed of their right to cancel the transaction. No employee, salesperson, or subcontractor is authorized to alter or modify this Agreement or the associated warranties. (1) Do not sign this Agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this Agreement at the time you sign it. (3) You may pay off the full unpaid balance due under this Agreement at any time, and in so doing you may receive a full rebate of the unearned finance and insurance charges. (4) You, the Buyer(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See accompanying Notice of Cancellation form for an explanation of this right. (5) The seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this Agreement.

I/we hereby acknowledge receipt of a copy of the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools", informing me/us of the potential risk of lead hazard exposure from renovation activity to be performed in my/our home, at the address written above. I/we received this pamphlet on the date of this contract, before the work began.

YOU, THE BUYER(S), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. TERMS AND CONDITIONS DEFINITION.

For purposes of this agreement, "You or Your" means you the customer. "Company of ABC" means EWF, INC. DBA, ABC Seamless of Nebraska, its employees, sales people and contractors. "Work" means everything You and ABC Seamless, have agreed that ABC Seamless will do as stated on the front of this Agreement.

**NO OTHER AGREEMENTS/CHANGES TO THE AGREEMENT.** There are no oral agreements between You and ABC Seamless. Everything You expect ABC Seamless to do has been included, in writing, in this Agreement. Nothing in this Agreement may be changed unless it is changed, in writing, and signed by You and ABC Seamless. Additional specialty work may be assigned to another contractor by ABC Seamless. Customer Initials ABC's RESPONSIBILITIES. ABC will do the work and may use scaffolding, swing staging or other equipment. ABC will carry workers' compensation, public of ABC and You. Upon payment in full, any manufacturers' warranties offered by the manufacturer of the products purchased shall be provided to Buyer(s). Such warranties are available for review at time of sales presentation. Buyer(s) should read all written warranties for complete details of coverage. Buyer(s) understands that no warranty will be effective while a balance due remains on this Agreement. Contractor warrants that, during the applicable time period the home improvement shall be free from defects caused by faulty workmanship or defective materials due to noncompliance with building standards.

**YOUR RESPONSIBILITIES.** ABC's price is based upon the following representations made by You; that there are no conditions preventing ABC from doing the Work; that Your personal property, including trees, shrubs, and plants will be moved or trimmed before ABC arrives to do the Work; ABC may use Your electricity for the Work. You agree to remove all pictures, wall hangings, decorations and any other property where the Work is being done; you agree to carry property damage or public liability insurance, and if needed you will get your neighbors' permission for ABC to do Work on or over adjoining property. You agree that ABC may do the Work between 7:00 a.m. and 9:00 p.m., Monday through Saturday. Customer Initials

**NON-RESPONSIBILITY.** You agree ABC is not responsible for any injury, damages, or for delays in completion of the Work due to weather, strikes, war, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond ABC control. ABC is not liable for any act of negligence by You or any one else. ABC is not responsible for damage to arches, shrubs, lawns, trees, clothes lines, personal property of any nature, telephone or electric systems, doorbells, satellite systems, cable tv systems, plumbing or lighting fixtures, interior fixtures, wall hangings, pictures, drywall, plaster, decorations or other parts of Your home or contents. ABC has no responsibility for correcting any existing defects that may be discovered during the course of the Work. ABC is not responsible for any Work done by You or others, existing structural defects, materials furnished by You, dry rot or local building code violations. If, as a result of obtaining a building permit to do the Work, a local government agency requires other upgrades or additions to Your property, the extra items are Your responsibility. Page 6 of 7 leaptodigital.com 2.16.3 DELAY/UNKNOWN

**CONDITIONS.** Events beyond the control of ABC, such as acts of God (including inclement weather), material shortages, buyer's inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting or other required authorizations for the job, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by ABC. In the event that ABC determines that this Agreement can not be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects or undiscovered pre-existing conditions to the Buyer's property, the ABC may cancel this Agreement within 30 days of its execution, notify Buyer(s) of such cancellation in writing and return all monies paid by Buyer(s). Contractor and Buyer(s) have determined that a definite completion date is not of the essence to this Agreement.

**MOLD CLAUSE.** ABC is not responsible for conditions beyond its control, including condensation which may form on or within walls or windows, or between walls or windows resulting from pre-existing conditions in Your home and external temperatures. Some condensation may also form on the frame or portions of the roof. Excessive condensation in certain climates and conditions may result in growth of mold, mildew, fungus or bacteria. Reducing the humidity in your home will often remedy any condensation, mold, mildew, fungus or bacterial problems.

**ADVERTISING.** You give ABC the right to display advertising signs on Your property during the Work and for a minimum of 30 days following completion of the Work. You also give ABC permission for any form of advertising, including but not limited to photographs or videos of Your

property before and after completion of the Work for use in ABC's advertising. You grant ABC the right to use in its advertising any letters, notes or any other writings You or others send to ABC about the Work.

MISCELLANEOUS. All materials left over after completion of the Work remains the property of ABC. If any court decides that any part of this Contract may not be enforced, that portion will be stricken from the Contract and the remainder of the Contract will still be valid. In construing this agreement, the gender, singular or plural format, and numbers of words used may be changed to meet the context.

YOUR CANCELLATION. If You attempt to cancel this agreement at any time subsequent to midnight of the third business day after the date of the agreement but prior to the start of work, and ABC accepts such cancellation, then You agree to pay ABC's estimated labor and material costs for the job.

YOUR REPRESENTATION. You represent and warrant that (a) any credit information furnished by You in connection with this transaction is true and complete; (b) no person has promised or offered to pay, credit, or allow to You any compensation or reward for the procurement of an agreement with others as an inducement to enter into this agreement; (c) no person has offered, delivered, paid, credited, or allowed to You any gift, bonus, award, money, merchandise, trading stamps, or cash loan as an inducement to entering into this agreement; (d) You are the owner of the property where the goods and services are being provided.

X  
\_\_\_\_\_  
Steve Bristol

X  
\_\_\_\_\_  
Company Authorized Signature



## AP Roofing & Specialty Coatings

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802 Marshfield Ave  
Bertrand NE 68927

Client: Bertrand Community School  
Property: 503 School St  
Bertrand , NE 68927

Operator: MCNIERNE

Estimator: Jason McNierney  
Company: AP Roofing and Specialty Coatings  
Business: 607 Minor Ave  
Bertrand, NE 68927

Business: (720) 939-1538  
E-mail: mcnierneyj@gmail.com

Type of Estimate:

Date Entered: 6/6/2025

Date Assigned:

Price List: NEGI8X\_JUN25

Labor Efficiency: Restoration/Service/Remodel

Estimate: BERTRAND\_SCHOOL\_GUTT



**AP Roofing & Specialty Coatings**

802 Marshfield Ave  
Bertrand NE 68927

**BERTRAND\_SCHOOL\_GUTT**

**BERTRAND\_SCHOOL\_GUTT**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
1. Gutter Clean and Reseal all gutter Seams	1.00 LF	0.00	1,776.00	0.33	1,776.33
2. Downspout replacements	99.00 LF	0.00	12.40	32.80	1,260.40
Note: To replace the downspouts at the front entrance and repair or replace any broken or damaged downspouts in other loications.					
<b>Total: BERTRAND_SCHOOL_GUTT</b>				<b>33.13</b>	<b>3,036.73</b>
<b>Line Item Totals: BERTRAND_SCHOOL_GUTT</b>				<b>33.13</b>	<b>3,036.73</b>



**AP Roofing & Specialty Coatings**

802 Marshfield Ave  
Bertrand NE 68927

**Summary**

Line Item Total	3,003.60
Material Sales Tax	33.13
<b>Replacement Cost Value</b>	<b>\$3,036.73</b>
<b>Net Claim</b>	<b>\$3,036.73</b>

\_\_\_\_\_  
Jason McNierney



## AP Roofing & Specialty Coatings

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802 Marshfield Ave  
Bertrand NE 68927

Client: Bertrand School  
Business: 501 School St  
Bertrand , NE 68927  
Property: School St  
Bertrand , NE 68927

Operator: MCNIERNE

Estimator: Jason McNierney  
Company: AP Roofing and Specialty Coatings  
Business: 607 Minor Ave  
Bertrand, NE 68927

Business: (720) 939-1538  
E-mail: mcnierneyj@gmail.com

Type of Estimate:

Date Entered: 6/11/2025

Date Assigned:

Price List: NEGI8X\_JUN25

Labor Efficiency: Restoration/Service/Remodel

Estimate: BERTR\_SCHOOL\_GUTTER1



**AP Roofing & Specialty Coatings**

802 Marshfield Ave  
Bertrand NE 68927

**BERTR\_SCHOOL\_GUTTER1**

**Gutters & Downspouts**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. R&R Gutter / downspout - box - galvanized - 7" to 8"	1,327.00 LF	0.57	20.71	1,361.50	29,600.06
Includes all new color matched box style steel gutters and 4x5 steel downspouts.					
Does not include the replacement of the blue colored gutters on the east building or the 5" K style gutters at the preschool side of the building.					
*Does include the box style gutters at the preschool side.					
Totals: Gutters & Downspouts				1,361.50	29,600.06

**Fascia**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. R&R Fascia - metal - 8"	532.00 LF	0.39	7.72	141.65	4,456.17
Totals: Fascia				141.65	4,456.17
<b>Line Item Totals: BERTR_SCHOOL_GUTTER1</b>				<b>1,503.15</b>	<b>34,056.23</b>



**AP Roofing & Specialty Coatings**

802 Marshfield Ave  
Bertrand NE 68927

**Summary**

Line Item Total	32,553.08
Material Sales Tax	1,503.15
<b>Replacement Cost Value</b>	<b>\$34,056.23</b>
<b>Net Claim</b>	<b>\$34,056.23</b>

\_\_\_\_\_  
Jason McNierney

## **3026 Handbooks**

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. The district's handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education. Although the ~~board~~ board of education may ~~take action to~~ approve the handbooks annually, the administration has the authority to change the contents of any handbook without board approval so long as the changes are consistent with board policy.

The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**Bertrand Community  
School  
Staff Handbook**

**2025-2026**



**BERTRAND VIKINGS**

## **INTRODUCTION**

This handbook provides information to persons who are employed by the school district and are referred to in this handbook as employees, staff, or staff members. It is designed to provide practical information about the -daily operation of the schools in the district and contains building and district directories, safety and emergency information, as well as district policies and procedures. Each staff member should carefully review this handbook. The administration and the board of education continually review policies and procedures, so staff members should discuss comments, concerns, or suggestions about this handbook with their building principal or another member of the administrative staff.

This handbook does not create a "contract" of employment. Staff positions and assignments that do not require a teaching certificate or are not otherwise governed by the teacher tenure laws may be ended or changed on an at-will basis notwithstanding anything in this handbook or any other publication or statement, except a contract approved by the board of education.

Many situations may arise that are not covered by this handbook. In those instances, staff members should use their own good judgment or consult with the administration. If any information contained in this handbook conflicts with board policy or state statute, the policy or statute will govern.

The provisions in this handbook are subject to change at the sole discretion of the Superintendent and the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that all procedures can be kept up to date. If you have any questions regarding this handbook, please ask your supervisor or the Superintendent for assistance.

Your suggestions about ways to improve the school are welcome and will always be considered.

## **NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES**

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Nicole LeClaire at (308)-472-3427, [nicole.leclaire@bertrandvikings.org](mailto:nicole.leclaire@bertrandvikings.org) or in person at school 503 School Street, Bertrand, NE, 68927. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [<https://www.bertrandvikings.org/documents>]

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: Steve Bristol at (308) 472-3427, or [steve.bristol@bertrandvikings.org](mailto:steve.bristol@bertrandvikings.org)) at 503 School Street, Bertrand, NE or in person at school.

For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

## **DRUG-FREE WORKPLACE REQUIREMENTS**

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

## **POLICIES AND PROCEDURES REGARDING ALL STAFF**

### **Accidents and Injuries**

Staff must inform the building office immediately of all accidents and/or injuries to students or staff, and complete the appropriate accident form that is available from the office secretary. The accident form must be returned to the office within twenty-four hours.

### **Activity Accounts and Fundraising**

Activity accounts are handled through the superintendent's office. No student or sponsor may make any purchase without a signed purchase order from the superintendent. **Purchases made without permission are the personal obligation and responsibility of the purchaser.**

The superintendent is responsible for authorizing any fundraising on the part of student activities. **No fundraising may occur without express administrative permission.**

### **Activity Tickets**

All staff, spouses, and their school-age children will be admitted to home games free of charge. Activity tickets will be issued to staff through the building offices.

### **Agents, Salesmen and Other Business Representatives**

All business representatives calling on school matters must obtain permission from the superintendent or building principal before conferring with staff. Staff must determine whether the business representative has been granted permission before discussing business matters. Classroom

teachers may not interrupt class work to confer with such representatives.

Staff may not use school time or school facilities for any personal activity for personal financial gain or confer with any business representative for personal business during school time.

### **Announcements and Circulars**

No announcements shall be made before any school group without authorization of the principal or superintendent.

Any circulars or advertising displayed within the school shall have the approval of the building principal or superintendent before posting.

### **Bell Schedule**

**Bell schedule is attached at the end of the document for all bell schedules.**

### **Board Policies, Rules, and Directives**

The board of education has adopted policies that govern the operation of the school district. A complete policy manual is available on the district's website or in the main administrative office. These manuals will be updated as the board adopts new policies or modifies existing policies. In particular, the 4000 series deals with policies that affect personnel. Additionally, the Board has authorized the Superintendent and his or her designee to adopt rules and directives regarding the conduct of students, staff, and other persons. Many of these rules and directives are published in the Student Handbook, Staff Handbook, and Activity Handbook, respectively. Each of these handbooks are available on the district's website and in the main administrative office. **By signing below, you agree that you have read and understood these policies, handbooks, rules, and directives, their application to you, and that you have had an opportunity to discuss any questions with the administration.**

### **Child Abuse**

School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Employees shall also

personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.

2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.
3. Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.
4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

### **Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students, and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

Under this policy, factual conclusions will be based on a preponderance of the evidence.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if the complainant believes speaking directly to the person would subject the complainant to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.

a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the staff member involved.

1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.

2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant to determine:

- 1) All relevant details of the complaint;
  - 2) All witnesses and documents which the complainant believes support the complaint;
  - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.
4. If either the complainant or the accused party is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. administrator's or the Title IX/504 coordinator's decision regarding a complaint, he or she may appeal the decision to the superintendent.
- a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received the complainant's written appeal.
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.
- a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.

e) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.

e) There is no appeal from a decision of the board.

6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.

2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.

d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

## **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:

1) All relevant details of the complaint;

2) All witnesses and documents which the complainant believes support the complaint;

3) The action or solution which the complainant seeks.

d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal.

a) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate..

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

d) This appeal must be in writing.

e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.

f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

h) There is no appeal from any decision of the board unless authorized by law.

6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section

## **Computers and the Internet: Acceptable Use by Staff**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. Staff members must refer to and comply with the board policy regarding Staff Internet and Computer Use. A copy of this policy is attached below. Staff should also refer to and comply with board policy regarding Staff Internet and Computer Use. A copy of this policy is attached below. Staff should also refer to and comply with the board policy regarding Staff and District Social Media Use

## **Conflict of Interest**

All staff members are subject to the board's policy governing conflict of interest. That policy provides, in part, that no employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.

## **Contact Information**

Staff are required to keep the district informed of any change in their name, address, telephone or other contact information. Contact the building secretary to report a change.

## **Copyright and Fair Use**

The school district complies with federal copyright laws. Staff members must comply with copyright laws when using school equipment or working on behalf of the district. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Staff who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their building principal, review the school district's copyright compliance policy, and review *Reproduction of Copyrighted Works by Educators and Librarians* from the U.S. Copyright Office found at <https://www.copyright.gov/circs/circ21.pdf> and *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the

following

site:

<http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

### **Corporal Punishment**

Corporal punishment is the infliction of bodily pain as a penalty for disapproved behavior, and is prohibited by law. Some physical contact is inevitable, and most of it is appropriate. Corporal punishment does not include the use of physical force that is reasonable and necessary to (1) protect school employees; (2) protect students or property; or (3) remove a student from a situation that endangers the student, persons, or property. Staff members should promptly report any event that required the use of physical force to their building principal.

### **Crisis Response Team**

Any staff member appointed by the district administration will serve on the Crisis Response Team as outlined in the board policies. The Crisis Response Team serves a vital role in supporting the district's staff and students. It is the responsibility of the appointed staff member to discuss with the district administration any circumstances that may affect the staff member's ability to perform the tasks required by board policy.

### **Disability Leave (Short-Term)**

Short-term disability leave will be treated in the manner required by state and federal law and consistent with the negotiated agreement with the school district's local education association. Short-Term Disability leave will run concurrently with FMLA leave.

### **Discrimination and Harassment**

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with an employee's school performance, or (3) otherwise adversely affects an employee's employment opportunities. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: **Jenna Christensen** at 308-472-3427, **Jenna.Christensen@bertrandvikings.org** or in person at school. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: **Nicole LeClaire** at 308-472-3427, **Nicole.LeClaire@bertrandvikings.org**, 503 School St., Bertrand NE., 68927, or in person at school. Employees who believe that they have been the subject of any other unlawful discrimination or harassment should contact the superintendent at 308-472-3427, **nicole.leclaire@bertrandvikings.org** or in

person at school. Employees may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

### **Driving (both school and personal vehicles)**

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Staff members will be provided a Driver's Certification form to verify this information. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use cell phones while driving a school vehicle or while transporting students. Please see the school district's policy on school vehicle use for further information.

Drivers for the school district must be free from drug and alcohol use or abuse. The school district will test drivers as permitted under state and federal law and in accordance with board policy.

### **Dress Code**

Staff should dress in a manner that reflects the honorable profession of education. Certified staff, paraeducators and office staff should generally dress in business casual attire. Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

The attire worn by staff members projects an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community. Jeans will be allowed to be worn on the last student contact day of the week which is considered a "dress down" day. Casual dress and jeans on the last student contact day of the week are acceptable once a fee of \$30 is paid to the administration.

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Any violation of school policy and rules may result in disciplinary action.

The district's objective, in establishing the professional appearance guidelines, is to enable employees to project a professional image while experiencing the comfort advantages of more casual and relaxed clothing. Business casual dress is the standard for these expectations.

Because all casual clothing is not suitable for the classroom or office, these guidelines will help determine what is appropriate to wear to work:

- Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.
- Clothing that reveals a person's cleavage, back, chest, stomach or underwear is not appropriate for a professional work environment. Even in a business casual work environment, clothing should not be wrinkled.
- Torn, dirty, or frayed clothing is unacceptable.
- Any clothing that has words, terms, or pictures that may be offensive to students or other employees is unacceptable. Clothing that has the district or school name or logo is encouraged.
- Certain days may be declared dress down days or theme days. These days, jeans (not torn or ripped jeans) and a more casual approach to dressing (although never potentially offensive to others) is allowed.
- Attire for Meetings The expectations for professional attire will be the same for meetings both inside and outside the district (i.e. professional development days, conferences, parent-teacher conferences, district sponsored committees, parent meetings), unless otherwise stipulated by the administrator/supervisor in charge of the meeting. Meetings that do not involve students or parents and are outside of the normal contract/work schedule may be considered more casual, with the final decision resting with the administrator/supervisor in charge.
- No dress code can address all contingencies so administrators must exert a certain amount of judgment in the standards enforced at your building. If you experience uncertainty about acceptable, professional business casual attire for work, feel free to discuss with an administrator.

**Custodial, maintenance and transportation staff** should dress in attire appropriate to the work they are performing.

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days" or field days). Any violation of school policy and rules may result in disciplinary action.

### **Drug and Alcohol Testing**

School district administrators who suspect that drugs or alcohol may be present in a staff member's system may require the staff member to provide a body fluid or breath sample as provided in Nebraska law. Staff members

who refuse a lawful directive to provide a body fluid or breath sample may be subject to disciplinary or administrative action by the employer, including denial of continued employment.

### **Duty to Report**

School personnel shall self-report any of the following to the District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the employee for child abuse and/or neglect;
- Any complaint or other administrative filing against the employee that could impact any certificate or professional license held by an employee;
- Any action or threat of action by any entity against the employee driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

### **Electronic Communication While Driving**

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes but is not limited to answering or making telephone calls not related to the transportation and reading or responding to e-mails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related work based upon employees' duties and responsibilities.

## **Expenses**

The board will reimburse staff for all approved expenses incurred in attending to school business. Reimbursement for mileage, supplies, overnight travel expense, and credit course reimbursement fees are processed on an expense report form that is available from each building secretary. Appropriate receipts must be attached. To be reimbursed for an item or for personal vehicle use, staff members must complete a reimbursement claim form, attach receipts and submit it to the Superintendent for approval.

All claims for reimbursement must be approved by the board, so some delay is probable. Mileage reimbursement will be denied if a school vehicle was available.

## **Family and Medical Leave (FMLA)**

Qualified employees will be provided leave under the Family and Medical Leave Act (FMLA) as provided in board policy.

## **In-School Communication**

Every staff member will be assigned a mailbox in the building where he or she works. Staff members are expected to check their mailboxes for messages in the morning upon arrival at school, at lunch time, and at the end of the day before departing.

A great deal of information is distributed to staff via the school's e-mail system. Each staff member must check his or her e-mail account frequently throughout the school day. Staff members are allowed to use their school email accounts for school correspondence only. However, sending or receiving personal email during class time is prohibited, regardless of whether that personal e-mail is received on the staff member's school email account or a personal account.

## **Intellectual Property**

All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district. The district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

## **Jury and Witness Duty Leave**

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

### **Keys**

Staff will not lend or have any duplicate keys made of any school key. Staff will make sure all doors are locked when they enter or leave the building other than regular school hours.

Staff members are responsible at all times for all keys issued to them and must keep their keys in a secure location or on the employee's person. Each classroom teacher must check that the doors and windows in his or her room are closed and locked at the end of the school day. Staff must report lost or stolen keys to the building principal immediately.

### **Locker Room Supervision**

Staff members must review and comply with the board's policy regarding locker room supervision. Policy #4062, was adopted by the Bertrand Board of Education. Cell phone usage, hazing, bullying, and students unsupervised in the locker rooms is unacceptable. Coaches and teachers are responsible for ensuring student safety at all times.

### **Maintenance & Cleaning Request Forms**

Staff members should fill out maintenance requests forms just as soon as they need or see a maintenance problem. These forms must be turned into the Superintendent.

### **Meals Program**

Staff may take advantage of meals offered through the district's foods program. Staff may purchase lunches from the school cafeteria for **\$4.60** per day. The lunch price includes one carton of milk. Staff members must deposit funds in their lunch accounts before purchasing meals. Staff members will not be allowed to run a deficit in their lunch accounts.

### **Military Leaves of Absence**

Leaves of absence without pay for military or Reserve duty are granted to all employees as required by law. An employee who is called to active military duty or to Reserve or National Guard training or who volunteers for the same should submit copies of the military orders to the Superintendent as soon as is practicable. An administrator, at his or her discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee's eligibility for the leave requested.

Military Leave under the Federal Family and Medical Leave Act (FMLA) and the Nebraska Family Military Leave Act will be governed by the board's policies.

### **Milk Expression**

The district will provide reasonable break time for an employee who wishes to express breast milk for her nursing child in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers, students, and the public for one year after the child's birth.

### **News and Press Releases**

Positive media coverage of the school district and its activities is good for the school, its staff, and its students. Staff should endeavor to establish and maintain cordial relationships with local media outlets.

Activity sponsors and other staff who are involved in newsworthy activity should submit typed press releases to the office for distribution to the media when noteworthy events have occurred. Coaches must communicate with local TV, radio, and print media promptly after matches or games to disseminate the results.

Communicating with the public, keeping the public informed, and public relations with the community are important tasks. News of important and/or interesting events and activities are usually welcomed by the newspapers.

### **Newsletters**

The district secretary will inform staff of the relevant deadlines for each newsletter. Staff members are encouraged to submit articles for the newsletter that reports recent classroom activities and emphasizes positive aspects of the district's mission.

### **Obligations Related to American Civics Instruction**

All staff members shall be familiar with, and comply with, the requirements of state law, board policy, and district curriculum to properly instruct students regarding American Civics, Social Studies, American History, and appropriate patriotic exercises on particular days of the year. Neglect of any such responsibilities by any employee may be considered just cause for dismissal.

### **Outside Employment**

No full-time staff member may accept any other employment or carry on any business or activity for profit that interferes with the complete and competent discharge of his or her responsibilities to the school district.

## **Political Activities**

District employees retain all rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may participate in the political process, including seeking an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available.

While the District supports its employees by allowing them to exercise their rights, any impact on the employee's ability to perform his or her functions as required by the district is grounds for discipline. For further guidance regarding political conduct on school grounds, contact the superintendent and consult the board policies. Staff must be cognizant of sharing views, biases, beliefs, on political stances with students. (Policy #6013)

## **Pregnant or Parenting Students**

The school district encourages students who are pregnant or parenting are encouraged to continue to participate in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting have been told to notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student and appropriate district staff to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

## **Professional Boundaries Between Staff and Students**

All district employees must follow board policy when interacting with students in any way. School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. District employees must be aware of professional boundaries between students and staff, and they must never blur the boundaries. These

standards of behavior apply to social networking sites, such as Facebook, Twitter, Instagram, etc., along with communications and interactions of any kind between staff and students.

Examples of unprofessional misconduct include: inappropriate sexual communications or interactions with students, meeting with students in private outside of school, and intruding on a student's personal space. These are a few examples of inappropriate behavior, not an exhaustive list. For further guidance, refer to the district's policies regarding professionalism and staff-student interactions.

Any teacher or student who witnesses or knows information about a district employee violating board policy should report the violation to the district administration *immediately*. Minor violations and questionable violations should be reported as soon as possible, but always within 24 hours.

A violation of board policies for professionalism will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

### **Professional Growth**

All employees must complete Bertrand Community School Professional Growth Activity Form and shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. NE Statute 79-830

In addition to this requirement, the superintendent will select in-service programming to provide additional professional growth activities for certified and classified staff.

### **Purchasing**

All requisitions for books and school supplies must be filed with the building principal. The requisition must include the name of the article being requested, where it may be purchased, how many articles are required and their cost. Requisition forms are available from the office. Orders should not be placed until the district office has issued a printed purchase order. Once an order has been received, the staff member must notify the building secretary so payment can be processed. Failure to follow the procedure for requisitions may prevent the staff member from receiving the items requisitioned. All orders or supplies must be authorized by the administration. Staff may be personally liable for any orders placed without such authorization.

When routine supplies are needed for immediate use, staff should contact

the building secretary. When it is necessary to make a special or emergency requisition for supplies or equipment, staff should contact the principal for the necessary forms. The superintendent will either approve or disapprove the request through the principal.

### **Records and Reports**

Staff members must refer to and comply with Board Policy No. 5016 regarding the management and maintenance of student records.

All staff members shall promptly furnish the administration with any information relating to their professional training, experience, activities or work required for reports to county, state or federal officials or for official school records. Personal information will be treated confidentially by school officials.

### **Recordings of Students and Classrooms**

Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator. Staff should refer to Board Policy 5063 for information on recording by students.

### **School Calendar**

The official school calendar is maintained in each building office. All activities and events must be scheduled and approved by the building principal. To avoid conflict, a sponsor should not call a meeting of any activity until the schedule has been checked and the meeting approved by the office.

### **School Property**

School property is not to be lent to individuals except by permission of the superintendent.

Staff or groups who wish to use school facilities should make requests to the building principal as early as possible so that they may be placed on the school calendar.

Staff must inform the building principal of any school property that needs repair or that is lost, stolen, or damaged beyond repair. Matters regarding custodial service in the building should be handled through the principal's office.

### **School Vehicle Use**

The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe

pupil transportation plan or safety and security plan. School district employees, board members, and other elected or appointed school district officials who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. Staff should refer to the board policy regarding the use of school vehicles.

### **Security**

Each staff member is responsible for the security of his/her own classroom or work area. All classroom doors should be locked during school hours to promote school safety. Exterior doors should NEVER be propped open or unlocked during school hours or after school for practices or activities. Staff must lock the doors and windows of their classrooms and/or other work areas each night.

Staff members who use the building after it has been locked by the custodian or on weekends are responsible for turning off all lights and locking all windows and doors that they or students under their supervision may have used.

Under no circumstances are pupils to be allowed in the building after school hours without faculty supervision. Keys to any school areas are not to be loaned to students under any circumstances.

### **Smoking on School Premises or at School Activities**

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

### **Sniffer (Drug) Dogs**

The administration is authorized to use sniffer dogs to minimize the presence of illicit items on school grounds. Students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

### **Social Media Usage by Staff**

Social media is an important tool for communicating, keeping up-to-date

with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. All staff members must refer to and comply with **the board's policies** regarding Staff Internet and Computer Use and Staff and District Social Media Use. Staff members who are uncertain about the applicability of **board policy** to a particular situation must confer with their supervising administrator prior to posting on social media.

~~Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. All staff members must refer to and comply with the board's policies regarding Staff Internet and Computer Use and Staff and District Social Media Use. Staff members who are uncertain about the applicability of board policy to a particular situation must confer with their supervising administrator prior to posting on social media. Board Policy: 4051 (Use of Social Media by School District Employees)~~

### **Solicitation and Distribution of Merchandise**

In the interest of maintaining a proper school environment and preventing interference with school purposes, employees may not sell merchandise, solicit financial contributions, solicit, or distribute literature or printed material for any non-school related cause during working time or on school grounds **unless approved by administration.**

### **Staff Room**

The staff room is maintained for the exclusive use and convenience of the staff. It is not for student use and staff members should not hold student conferences there. Each staff member will assume responsibility in keeping the staff room in an orderly and presentable condition.

### **Student Interviews**

Employees shall refer any police officer, child protective service worker, or other similar individual seeking to speak to or interview a student to an administrator.

### **Telephones**

School telephones are maintained for the primary purpose of conducting school business. Staff members should limit their use of school phones to brief conversations. Teachers will not be called to the telephone during class time except in the case of an emergency.

Staff members may not use personal cell phones to make or receive calls or to send or receive text messages during instructional time.

## **Threat Assessment and Response**

### **[Team Concept]**

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

#### **1. Definitions**

- a.** A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
  - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
  - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
  - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b.** A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
  - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
  - ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in

the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

## **2. Obligation to Report Threatening Statements or Behaviors.**

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such reports regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

## **3. Threat Assessment Team**

The threat assessment team (team) shall consist of superintendent, building principal, guidance counselor, and local law enforcement. Not every team member needs to participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

## **4. Threat Assessment Investigation and Response**

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an

imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

## **5. Communication with the Public about Reported Threats**

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

## **6. Coordination with the Crisis Team After Resolution of Threat**

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

### **Ticket Taking**

**All staff will be expected to take tickets at one time or another at home events.** Staff members who coach a sport may take tickets at an event they do not coach. Staff members who are unavailable to take tickets at the event they are assigned to work must find their own replacements and notify the building principal of who will be taking their place.

## **Transportation Request Forms**

Staff members must complete transportation request forms as soon as they know they need school-provided transportation to allow the activities director adequate time to schedule drivers and vehicles.

## **Visitors**

Staff should welcome members of the public who wish to visit school, but should ensure that visitors follow the district's requirements.

All visitors must report to the building office before visiting any classroom or other areas of the building.

Visitors must comply with the following guidelines:

- if a visitor wishes to observe a specific skill or subject, he or she will be asked to observe during a specified time period
- children under the age of 10 years must be accompanied by a parent or guardian
- all visitors must have the prior approval of the principal or superintendent
- salespeople and other such agents will not be allowed to solicit staff members during school hours
- visitors must wear the visitor's badge supplied by the building office

## **Wage and Salary Payments**

Certified staff members are paid on the 15<sup>th</sup> of each month. The district provides direct deposit of paychecks to designated financial institutions. Otherwise, paychecks will be delivered personally at school or mailed to the address on file in the district office. Staff who wish to activate or modify their direct deposits or who wish to have paychecks mailed to a different address must contact the district office. The school district will mail staff paychecks to the last address on file for each employee during months when school is not in session. Employees shall not be paid in advance under any circumstances.

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance or union dues, will be withheld automatically from your paychecks. Garnishments are legal proceedings imposed by a court of law upon the school district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee's pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you believe that an improper deduction has been made to your pay, you should immediately report this information to

your direct supervisor, payroll personnel, or the Superintendent.

Staff members, by their signature on the acknowledgement page of this handbook, authorize the school district to withhold such sums from their paychecks as necessary to cover property damage, cash shortages or other amounts owed to the school district by the employee.

### **Weather-Related Closings**

If school is called off because of bad weather or for any other reason, it will be announced on the school messaging system, local news channels, radios, and school social media accounts.

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. Staff members should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

### **Workplace Searches**

To safeguard the property and interests of our students, employees, and patrons; to help prevent the possession, sale, and use of illegal drugs on school grounds, and in keeping with the spirit and intent of the district's drug-free workplace policy and other policies, the school district reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from school when it has reasonable grounds to do so. The school also reserves the right to search any employee's office, desk, files, locker, or any other area or article on school grounds. All offices, desks, files, lockers, and so forth, are school district property and are issued or provided for the use of employees only during their employment with the district. Inspections may be conducted at any time at the discretion of the administration. Employees who refuse to cooperate with this provision will be subject to disciplinary action up to and including discharge.

## **POLICIES AND PROCEDURES REGARDING CERTIFIED STAFF**

### **Absences**

The accumulation of leave for teaching staff is governed by the Negotiated Agreement between the Board of Education and the Education Association. This handbook sets forth the process for using that leave

**1. Sick Leave**

Certified staff members who are too ill to perform their teaching duties must contact their Mrs. Steph Edgren by 6:00 AM the morning of or 9:00 PM the night before when you are ill.

**2. Personal Leave**

Certified staff who wish to take personal leave must submit a leave request to their building principal at least three days in advance of the proposed leave. Building principals may deny personal leave requests if the school district is unable to secure the services of a qualified substitute teacher on the day of the proposed leave. Staff members may not take personal leave adjacent to a school break. For example, if school is not in session on a Monday, certified staff may not take personal leave the preceding Friday or following Tuesday. **Staff members may not exceed the number of personal days they are given in the negotiated agreement each year.** Staff must plan their personal leave time according to the number of days they are allotted.

**3. Professional Leave**

The board and administration recognize the value of continuing education and encourage certified staff to participate in seminars, workshops and other activities which will continue their professional growth. **Certified staff members who wish to take professional leave must submit a leave request to their building principal, along with a description of the proposed event and any written materials about the event.** Building principals may deny requests for professional leave if they are unable to secure the services of a qualified substitute or if the principal determines that the activity will not enhance the certified staff member's effectiveness as an employee of the district. Certified staff members who feel they have been unfairly denied professional leave may grieve the principal's decision, pursuant to the grievance procedure contained in the district's Negotiated Agreement.

**4. Substitute Folders**

Each teacher must prepare a substitute folder and keep the completed folder in the upper right-hand drawer of his/her desk. The folder must contain:

- a.) the current seating chart for each class;
- b.) the daily routine followed by each class;
- c.) all schedules (fire drill procedures, lunch schedule, etc.);
- d.) a copy of this handbook; and
- e.) plans for the day if the teacher's absence was anticipated.  
(These plans are in addition to the teacher's regular lesson plan

book.)

Certified staff members may not make arrangements for their own substitute.

### **Assemblies**

Classroom teachers must attend assemblies and pep rallies and sit with students to help maintain order.

All certified staff members should attend school assemblies and should try to attend as many of the school functions as possible regardless of whether they have specific assigned duties or not.

### **Assignment Notebooks**

Assignment Notebooks function as students' make-up slips, as well as a pass out of class or to see another instructor. They can also be used as a communication tool home to parents. Students may not be in the hallways during class time without his/her assignment notebook signed by the instructor. Every time a student leaves class during class time, it should be signed. This way, other staff can ascertain where the student has permission to be.

Students may not go to another classroom without a signed pass obtained from that teacher. No student may be in the halls during class or study time without a signed pass for a specific destination. If a teacher retains a student after the period ends, staff must write a note in the student's assignment book stating why the student was late, rather than sending the student to the office for a tardy slip.

### **Assignment of Teachers**

The administration will assign certified staff to individual duties. Certified staff will also be assigned for various forms of hall, extracurricular, recess, traffic, lunch period and other noontime duties, and athletic events.

### **Certificates, Teacher Contracts, Salary Information**

Teaching certificates must be registered with the Superintendent before they may legally be paid. It is the certified staff member's responsibility to make sure this is done.

Each certified staff member must provide the superintendent's office with the following information:

- a. social security number,
- b. retirement number,
- c. withholding form W-4, and
- d. authorization to withhold for insurance benefits.

Each new certified staff member must fill out forms for retirement benefits before the first pay day as well as the family coverage of the district hospital/medical insurance program.

It is the sole responsibility of the certified staff member to inform the superintendent of any changes, including but not limited to changes in certification, endorsements, benefits plans, and salary payment information.

### **Cheating**

Students caught cheating (including plagiarizing) must be sent to the building principal for administrative discipline. The classroom teacher may also give the cheating student a zero grade for the test or assignment.

### **Check-out Forms**

All certified staff must complete a check-out form and obtain the building principal's signature on the form prior to departing for the summer. Classrooms must be tidy to allow the custodial staff to clean classrooms and work areas. Certified staff members who do not clean their work area before departing for the summer will not receive their paychecks until the work is completed.

### **Class Record Books**

A class record book is the school's official record of matters relating to each student in each teacher's class. It will be maintained in electronic form on PowerSchool and must be complete in scope and accurately maintained. All classroom teachers are required to keep class record books which list students in each class in alphabetical order and show the attendance and all grades earned by each student. Record books are subject to examination by the building principal or superintendent at any time.

### **Classroom Management and Student Discipline**

Classroom discipline is first and foremost the responsibility of the classroom teacher. Individual teachers are expected to assume responsibility for good discipline throughout the school system. However, if a certified staff member needs assistance with student discipline, they should seek the advice and counsel of the principal or superintendent.

Classroom teachers may not leave their classrooms unless the students are supervised by a competent adult.

Classroom teachers should have a well-defined discipline plan that is known to the students. Rules and consequences should be stated clearly and posted where appropriate.

Each building has its own specific procedures concerning student discipline. Classroom teachers should consult with their building principal for more information.

Teachers may remove a student from the classroom for failure to comply with established rules of conduct. Only an administrator can suspend or expel students from class or school and due process must be followed.

Students may be kept after school for matters relating to discipline or to assist in their academic progress. Certified staff should allow all elementary students and junior/senior high students who ride the bus to arrange parental transportation for the next day with their parents. Students who do not have transportation concerns may be kept without delay. Students may not avoid being kept after school because they have an after school practice or other school activity.

Both elementary and secondary certified staff are responsible for assisting with hallway discipline between classes and in the school lunchroom.

Classes should begin on time and end promptly. Work should continue throughout the period assigned for it. Classroom teachers have no right to waste the pupils' time. Classroom teachers may not dismiss classes early except by permission of the building principal.

Staff members may never send a student off school grounds without the authorization of the building principal.

Classroom teachers may not admit tardy students to class without an admit slip from the principal or the student's teacher from the previous period.

## **Classroom Sanitation**

### **1. Handling of Body Fluids**

All body fluids of all persons should be considered to potentially contain infectious agents (germs). Hand washing after contact with a school child is recommended if physical contact has been made with any child's blood or body fluids. The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, tears, feces, urine, vomit, respiratory secretions, and saliva.

### **2. Infectious Diseases**

Certified staff should promptly report any indication of an infectious or contagious disease to the school nurse or building principal. Certified staff should report to the school nurse or the student's parents any pupil whom they suspect of having been exposed to any infectious or contagious disease.

## **Coaching Supplies**

Coaching supplies will be distributed by the athletic director. Such items include tape, prewrap, heel pads, band aids, ankle braces, game balls, etc. Coaches should request additional supplies from the activities directory only when they have run out of supplies.

Coaches must fill out and submit inventory forms to the activities director immediately after the season is complete.

### **Collection of Student Money**

Staff members must comply with the school district's student fee policy before collecting any funds from students.

Money collected from students should be turned into the office on the day it is collected for deposit in the proper activity or school district fund. Any checks written by students or parents for various payments should be made out to Bertrand Community School, unless otherwise instructed. Certified staff must submit a financial accountability form when they turn funds into the office.

When students purchase items such as coats, rings, etc., through the school district, they must pay for these and other major items before the order is sent. The sponsor of any school organization is not to give merchandise to students; items will be distributed by the office after proper payment.

### **Community Involvement**

Certified staff are encouraged to take part in civic affairs in the community and must do so when required by state law and board policy.

### **Computer Lab**

Students and staff who use computers owned by the district must abide by the district's acceptable use policies. Students may use the computer lab during lunch and after school. Classroom teachers may not send students to the computer lab during study halls or class unless they have made prior arrangements with the lab coordinator.

Classroom teachers who wish to bring classes to the computer lab must sign up as far in advance as possible with the lab coordinator. Absolutely no food or drink is allowed in the computer lab.

### **Display of Classroom Work in the School and the Community**

Classroom teachers are encouraged to display student work for public viewing. Students and parents enjoy viewing the display and may be even more supportive of their school because the display shows them many of the things the students do. Classroom teachers may use the window area of the central office or the commons area to display student work or they may use

it during a night activity. Certified staff must contact the principal before displaying student work at an evening activity.

### **Duties of Certified Staff**

The duties of certified staff include, but are not limited to, the following:

- a) Becoming acquainted with board policies, district rules and regulations, and the state laws concerning teachers and pupils.
- b) Attending such education conferences as are required by law or administrative directives.
- c) Attending school assemblies unless excused by the principal.
- d) Instructing pupils in the proper use of equipment and instructional supplies.
- e) Reporting in writing to the principal any injury to any child while under the jurisdiction of the school, including athletic injuries.
- f) Complying with the Teachers Professional Code of Ethics which has been promulgated by the Nebraska Department of Education (92 Neb. Admin. Code § 27) and adopted by the Board of Education of the district.
- g) Discussing a student only with the child's parents and the superintendent, principal, guidance counselor or classroom teachers who may know the circumstances and have a need to know. It is unprofessional and inappropriate to discuss students or other staff members in the staff lounge.
- h) Being responsible for students whom they keep in school at times other than during regular school time. Certified staff will be responsible for any special work done by their students, including field trips, joint assemblies, school programs, etc.
- i) Refraining from joining book clubs or film clubs using the school name.
- j) Turning in all monies collected to the main office by the end of the school day.
- k) Clearing all class meetings or trips through the principal's office.
- l) Participating in Student Assistance Teams pursuant to board policy.
- m) Assisting with the administration of standardized testing as assigned by the administration.
- n) Provide homebound instruction as assigned by the administration.
- o) Performing additional duties as assigned by the administration.

### **Eligibility Grades 7-12**

Student academic eligibility for participation in extracurricular activities will be determined on a weekly basis. A student will become ineligible by maintaining an average of less than 69% in two or more classes weekly or

less than 69% in one class for more than two weeks. Eligibility will be based on the weekly cumulative semester mathematical average of each student. The grading period will end at the conclusion of school on the last school day of the week. At the discretion of the sponsor, ineligible students will be allowed to participate in practice. Activities affected by the eligibility rule are:

1. All interscholastic contests, including but not limited to, athletics, FFA, FBLA, speech contests, and similar organizations or events.
2. Cheerleading.
3. Music competition, performances and clinics.
4. All school dances.
5. Other activities deemed appropriate by the principal.

### **Extracurricular Activities**

Staff must schedule all events and other extracurricular activities at the activity director's office to avoid conflicts. Activities must be put on the school calendar located in the activity director's office at least one week before the activity. Staff should avoid or shorten practices and activities on Wednesday evenings and Sundays, in order to give students sufficient time away from school for family-related activities.

Certain activities require time to be scheduled outside regular school hours. Any school sponsored activity involving students must have approval of the principal prior to the activity, including all fund raising activities.

Regular classroom work in all grades will have precedence over any other activity. Students will not be dismissed from classes to participate in extracurricular activities without permission from the principal. Make up slips must be completely signed and returned to the sponsor of the activity prior to dismissal from class. All evening activities, except practices, must have no less than two school sponsors. Non-school sponsors must be approved by the administration. If vehicles are used for transportation, the drivers must be adults who have been approved by the school.

The activities director has the responsibility for all activities. Therefore, any ruling or handbook decision he/she makes will be school regulation in lieu of further board action.

No student may participate in a field trip off school property without written permission of his or her parent or guardian.

### **Evacuations**

Early in the semester, classroom teachers should review instructions for leaving the classroom with all of their students. Classroom teachers should also periodically review with each class what to do in case of fire, tornado or

other emergency.

### **1. Fire Drills**

Fire drills will be held on a regular basis. Certified staff may or may not be notified in advance. These drills are important exercises that help ensure the safety of students in case of an emergency.

When the fire alarm is sounded, all students and staff immediately must cease the activity in which they are engaged and leave the building at once, following these regulations:

- a) Students nearest the windows will close them before leaving.
- b) The classroom teacher will be the last to leave the room. They will turn out all the lights and close the door as they leave.
- c) Classroom teachers will take their fire drill packets and class grade books with them when they leave their classrooms.
- d) The first two students reaching the exit doors will hold the doors wide open until everyone has filed out.
- e) Staff and students will move far enough away from the building to avoid possible injury from fire and falling embers, and also, to remain clear of emergency vehicle traffic.
- f) Once outside, each teacher must account for every student in the class. Classroom teachers will take roll for their class and;
  - 1) hold up a Green Card (all students accounted for)
  - 2) hold up a Red Card (missing student (s) listed)
  - 3) hold up a White Card (extra students listed)

The signal to return to the school building will be the short bell. It will be sounded upon completion of the drill. Students will return in an orderly manner.

### **2. Tornado Drills**

When a tornado warning has been issued, the school will evacuate classrooms and move students to the designated tornado shelters. Tornado alerts will be given via the intercom system. When a tornado alert is given, all students and staff immediately must cease the activity in which they are engaged immediately and seek shelter, following these regulations:

- a) All students and staff should proceed to the designated tornado shelter.
- b) Once in the basement, each teacher must account for every student in the class.
- c) Classroom teachers should be sure that each student is sitting with his or her back to the wall, their knees up and their heads should be between their legs.

### **3. Protocol for all Evacuations**

Upon evacuation signals, all students and staff must exit each building. Classroom teachers should do the following:

- 1) Take the class roster;
- 2) Lock the classroom door after all occupants have exited the room;
- 3) Keep the class together and move promptly in an orderly fashion; and
- 4) Upon arriving at the evacuation point, take roll, maintain order, and supervise students.

### **Evaluations**

The appropriate district administrator will evaluate tenured and probationary teachers as required by law and district policy. Additional evaluations, both formal and informal, may be conducted as the district administration deems appropriate. Copies of the district's evaluation forms are contained at the end of this handbook.

### **Examinations**

Semester examinations will be given in all classes. Students are not to type tests or grade any major tests.

### **Faculty Meetings**

The superintendent and principals will call meetings as needed. Certified staff are required to be present at all faculty meetings unless excused by the administration.

### **Field Trip Request Forms**

Certified staff who wish to take students off school property must submit a request to the superintendent at least ten calendar days prior to the date of the requested activity.

Elementary grades will be limited to one field trip per year. Additional requests may be granted on a case by case basis.

### **Grading Policy**

Weekly grades for Jr.-Sr. High School students must be turned into PowerSchool by **Sunday on or before 8:00 PM.**

Grades are given as a letter or percentage as requested by the building principal. No incomplete or condition grades will be given, but grades may be changed by request of the classroom teacher to the principal.

A student is to be graded on academic performance. **A student's grade is**

**not to be reduced for discipline.** Prejudice or favoritism has no place in grading a student. All grading should be explained in simple, understandable terms to the student.

Classroom teachers should provide students and parents with frequent updates regarding the student's progress during the quarter. **Teachers are required to assign at least 2 grades in the grade book per student each week.** Graded assignments do not include bell-ringers. At the conclusion of each quarter, students will receive an end-of-quarter report card. Classroom teachers should use the following symbols for each subject area:

Students will receive letter grades for their academic core classes.

A+	=	98-100	B-	=	85-88	D+	=	75-76
A	=	96- 97	C+	=	83-84	D	=	72-74
A-	=	93- 95	C	=	79-82	D-	=	69-71
B+	=	91- 92	C-	=	77-78	F	=	below-69
B	=	89- 90						

In the elementary grades, students will receive letter grades only in designated "core" curricular subjects. Elementary teachers should report student progress on grade reports using the following system:

K-2<sup>nd</sup> Grade

**S, N, I**

Reading

Math

Spelling

Language

Science

Health

3rd-6th Grade

**A, B, C, D, F**

Reading

Math

Spelling

Language

Science

Health

Social Studies

### **Guest Lecturers**

Guest lecturers must be approved by the administration before they are asked to address a class. The guest lecturer must have a specific, relatable objective in his/her lecture.

### **Hall Duty**

Every classroom teacher is on hall duty before school in the morning and between classes. Classroom teachers are responsible especially for the part of the hall adjacent to their classrooms.

## **Homework Policy**

Homework is an important part of student learning. When parents, teachers, and students work together, out-of-class assignments are a valuable part of the instructional program. Homework should provide opportunities for students to practice acquired skills, develop initiative, form independent study habits, and use community resources.

## **Instructional Materials**

Instructional materials are made available through the Education Service Unit. A catalog and order forms will be made available to all members. Films should be used as instructional materials. All media must be previewed for suitability by the classroom teacher before being shown to students.

## **Lesson Plans**

Each teacher will prepare and complete a proper lesson plan on Planbook. These plans must be written so that they are clear to any substitute teacher and readily available to any teacher. An up-to-date seating chart of the class or classes shall be part of the lesson plan book. Other regulations relative to lesson plans will be made by individual building principals. The lesson plans of all classroom teachers are subject to review of the building principal or other members of the school district's administration at any time. Lesson plans must **identify major instructional objectives and show page assignments and general direction that might be followed by anyone who might be called upon to teach the classes.**

Lesson plans for the upcoming week must be submitted by **8:00 p.m. on Sunday** of each preceding week.

## **Media Center**

The media center is set up to serve the needs of certified staff and students. Certified staff who need assistance with textbooks, literature sets, magazines and other reference materials should consult with the media specialist assigned to their building.

Students may use the media center during study halls, at lunch, after school and in the evenings. Classroom teachers may send individual students to use the media center during class time, but should contact the media staff before sending a group of students during class. The media staff may send disruptive students back to class or study hall, or may exclude unruly students from the media center for a specified period of time. Classroom teachers who send their entire class to the media center must accompany and supervise the students, unless prior arrangements have been made with the media specialist.

Audiovisual materials are available to certified staff through the media center. Certified staff may obtain these materials by filling out the required requisition form and sending it to the media specialist in their building. When certified staff return media, they should complete the film report card and return it to the media specialist.

### **Paraeducators**

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

### **Parent-Teacher Communication**

Students' academic success has been closely linked to parental involvement in school. Certified staff should strive to develop open and supportive relationships with parents and guardians. Each classroom teacher is responsible for keeping a student's parents informed about the student's progress. This may be done by letter, telephone, e-mail, or personal conference. Certified staff must attend parent teacher conferences, promptly return phone calls, participate in teacher events for students and parents, and where necessary utilize a planner as a communication tool. Certified staff who need additional support in communicating with parents should contact their building principal or superintendent.

### **Parties**

1. No activities or picnics shall be held by an organization of the school without the presence of the sponsor or sponsors.
2. The number of activities and the closing hour for activities will be determined by the building principal and organization sponsor.
3. In making arrangements for activities and picnics, staff must avoid disturbing the routine of the school.
4. Cleaning up after the activity is the responsibility of the sponsor.

### **Planning Time**

Each classroom teacher is provided with duty-free time for planning,

preparation of school-related materials, and a brief respite from the duties of the day.

The Board defines planning time as time for educational planning and other task-related functions that cannot normally be accomplished during instructional periods. Planning time should not be confused with personal time. **Planning time is not to be used for running personal errands, conducting personal business, or pursuing non-school hobbies and/or interests. Instances in which staff need to leave the building for personal business, must be cleared with administration.**

### **PowerSchool**

All teachers/classroom aids will be required to use PowerSchool. Attendance will be taken as follows: Elementary – at the beginning of the morning, and right after lunch; and Secondary – at the beginning of every period. Attendance must be taken within the first five minutes of each period / beginning session. Lunch count will also be taken with PowerSchool.

Classroom teachers will be required to synchronize the PowerSchool application weekly with the main PowerSchool server.

A "comment bank" will be developed for comments on progress reports, report cards, and discipline reports at a later date. You may use the "comment bank" or enter your own free-form comment.

Certified staff are required to document student incidents using Incident Reports on PowerSchool.

Classroom teachers are not permitted to install PowerSchool on their home computer.

Certified staff who have trouble/problems with PowerSchool, should contact Steph Edgren or Aaron McCoy.

### **Private Tutoring**

Classroom teachers must provide individual assistance to students as a part of their duties. Any certified staff member who engages in private tutoring for pay (compensation of any kind from a source other than the District) is subject to the following rules:

- Certified staff may not arrange to provide private tutoring for any child enrolled in the staff member's class.
- Certified staff are not to provide private tutoring in a school building.
- Certified staff are not to provide private tutoring during duty time.

- Certified staff are prohibited from advertising or promoting the private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

### **Pupils' Records**

1. Each classroom teacher must keep a set of records in the daily class record book of the class recitations, tests, exams, daily work, notebook, etc. This serves as a justification of the final grade in case of dispute between teacher and pupil, or teacher and parent, and assists in making out the final grades. This book must be turned into the principal at the end of each school year.
2. Report cards will be issued within one week following the end of the quarter unless otherwise announced.
  - a) Reports should be conscientiously and accurately made because they are a serious estimate of the degree of success of the pupil.
  - b) Each classroom teacher should be adequately prepared to defend all decisions given on the report card.
  - c) Each classroom teacher is responsible for distribution of class cards on time.
  - d) Classroom teachers must confer with the principal before recording any incomplete, failing, or conditional grades on report cards.

### **Rights of Certified and Probationary Teachers**

Certified and probationary teachers are entitled to the legal and procedural rights outlined in the board policies and state and federal law with regard to the amendment, cancellation, or termination of the teacher's employment contract. For specific questions relating to those procedural or legal rights, please refer to the district's board policies.

### **School Day**

All certified staff must be at school or on duty between the hours of 7:45 a.m. and 4:00 p.m., Monday through Thursday. On Friday and other days when students are dismissed early, teachers are to be in the building until regular student dismissal time. In-service or special permissions would be exceptions. Under special circumstances, certified staff may seek permission from their building principal to vary these duty hours. In addition, certified staff may be assigned responsibilities at other hours by the principal or superintendent for supervising or directing school activities or affairs or for participation in affairs under the direct sponsorship of the school.

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

at all times during class periods and conference periods.

Personal work may not be done on school time.

### **Sponsors**

Certified staff members are assigned by the superintendent as class and club sponsors. Sponsors must be present at all meetings and activities of the sponsored group. The procedure for activity accounts and meetings can be found in the student manual. Purchasing of supplies must be approved by the Superintendent.

### **Student Activities**

Staff members who sponsor extracurricular activities such as athletics, class plays, and class activities may leave the school building only after making sure that all students and other individuals have left the building. No student is to be left unattended in the school building at any time.

School-owned clothing or equipment that is checked out to students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for its intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Certified staff will be held responsible for clothing and equipment that is not returned.

### **Student Aides**

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

### **Student Attendance**

Students are expected to arrive at each class, be seated and ready for instruction prior to the beginning of the class day or class period, as appropriate. Student tardiness is the classroom teacher's professional responsibility. Classroom teachers must insist that students be on time.

Each teacher must maintain an accurate record of student attendance each day. Classroom teachers must carefully check and record attendance information at the beginning of each school day and, in upper grades, at the

beginning of each period. Students and student assistants are not permitted to check attendance. Excessive absenteeism should be reported to the building principal or guidance counselor.

Students returning from an absence must report to the office prior to going to class. A returning absentee must show each classroom teacher the admittance pass that was issued by the school office. No student should be accepted back into class after an absence without this pass.

A student who departs school during the school day must report to the office and sign out before leaving the building. A student who returns during the school day must sign in at the building office before returning to class.

### **Student Attire**

The responsibility for proper daily grooming and dress is primarily the responsibility of students and parents/guardians. However, certified staff members must insist that students do not remain in school while wearing attire that violates the dress code set forth in the Student Handbook.

Classroom teachers must report students who are not in compliance with the dress code to the building principal. The final decision on what is considered proper grooming and appearance is the responsibility of the building principal.

### **Student Illness**

In the event of student illness or injury, classroom teachers should notify the building principal or superintendent immediately. Staff should never send a pupil home without notifying school officials and checking to see if his/her parents are home.

### **Student Medication**

Student medications should not be dispensed by staff members unless they follow the following procedures.

No staff members other than the school nurse may dispense medications (prescription or over-the-counter) to students at any time. Students may, with written parental or guardian permission, self-administer medications such as aspirin and cough syrup or cough drops.

Staff members are not authorized to dispense prescription medicine without an agreement with a parent or guardian to provide a prescription container for the medicine that includes a pharmaceutical label, the physician's name, a child guard cap and directions for administering the medication.

After receiving the medication, the school employee should lock the

medication in a cabinet or place it in an area where access is restricted to school employees only.

### **Student Searches**

Certified staff members may not search students or their belongings. If a staff member suspects that a student is in possession of contraband, he/she should immediately contact a member of the administration and supervise the student until the administrator arrives. Students who are suspected of having an item in violation of school rules may be directed to wait with a staff member.

### **Substitute Teaching During Planning Period**

Certified staff may be required to substitute during their planning period.

### **Teaching Controversial Issues**

Teachers may teach or lead discussions about controversial issues if they comply with the following criteria:

- The issues discussed must be relevant to the curriculum and be part of a planned educational program.
- Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
- The teacher must encourage students to consider and discuss a variety of viewpoints.
- The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
- The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
- The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
- Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda through any classroom or a school device; however, a teacher shall not be prohibited from expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

### **Textbooks**

Classroom teachers will issue textbooks to the pupils, keeping a record of the number and condition of the book assigned to each pupil. If the books are new, classroom teachers must make sure the books are stamped and numbered before distribution.

Textbooks are to be stored in the classroom or storeroom. Textbooks are to be checked out to the students with teachers keeping an accurate record of each book by number in the place provided in grade books. Pupils are to pay for lost or damaged books. Student textbooks must be covered with a

book cover.

Workbooks do not become the property of the students and in most cases should be retained by the school.

# **POLICIES AND PROCEDURES REGARDING CLASSIFIED STAFF**

## **At-Will Employment**

Classified staff members are employed "at-will." Either you or the school district may terminate your employment at any time, for any reason, with or without cause or notice. This handbook is not a contract, express or implied, guaranteeing employment for any specific duration.

## **Breaks**

All employees will receive a paid 15-minute break for every four hours of work. Employees who are not eight-hour day employees will have their break prorated to the number of hours they are scheduled to work on a daily basis.

## **Cell Phones**

Classified staff are not to use cell phones unless you have an emergency. It is okay to use them during your breaks and over your lunch break. Make arrangements with your supervisor if cell phone use is necessary.

## **Daily Work Hours**

The following are the hours the classified employees in each position are expected to work and be on duty. The times include a 30-minute lunch break where applicable. These times may be amended as needed by the administration depending on the workload for that position or other circumstances.

1. Bookkeeper	7:30 AM – 4:00 PM
2. Secretary	7:45 AM – 4:15 PM
3. Head Custodian	TBD
4. General Custodian	TBD
5. Afternoon Custodian	TBD
6. Summer Custodial Help	TBD
7. Food Service Employees	5:00 AM – 1:30 PM
8. Paraprofessionals	7:45 AM – 3:45 PM

Employees may have differing work times that necessitate later arrival times or earlier departure times. Employees will be permitted to leave the building during the normal work day for personal reasons, provided the employee clocks out when leaving and clocks back in when returning to work, on an individual basis, when approval is granted by the administration. If there is a variance of the workday on a permanent basis, such variance must be approved by the superintendent or designee.

It is vital that the district's employees arrive at work punctually and consistently. Staff members who are chronically late or excessively absent will be disciplined, up to and including discharge.

### **Employee Discipline**

Employees may be disciplined by oral reprimand, written reprimand, suspension with pay, suspension without pay, or termination. Imposition of discipline is at the sole discretion of the administration and no particular order of discipline (i.e. oral reprimand, written reprimand, suspension, etc.) need to be followed. The third reprimand will lead to termination.

### **Holidays**

Twelve month Employees will receive paid time off on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Ten month employees will receive paid time off on the following holidays: Labor Day, Thanksgiving, Christmas Day, and New Year's Day.

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

Classified employees will generally be required to work their regularly scheduled hours the workday preceding and workday following the holiday in order to be eligible to receive holiday pay.

### **Language**

Vulgarity, swearing, and/or abusive language in the presence of children will not be tolerated and will be grounds for dismissal.

### **Lunch Breaks**

All full and part-time employees **must** clock out for 30 minutes for their lunch, provided they work during regular meal time(s). Employees that begin work after the noon meal and are finished working prior to the "normal" evening meal time will not have a 30-minute lunch break. All classified employees working through lunch time are required to take a 30-minute lunch and clock out for their lunch and clock back in when returning to work.

### **Overtime and Compensatory Time**

All classified staff members must keep an accurate record of all hours worked for the district. The only exceptions are those who have been notified in writing that they are exempt from this time-keeping requirement. Classified staff should not work more than forty hours in a given week without the express permission of their immediate supervisor. Those who

accrue more than forty hours in a given workweek will receive overtime or compensatory time, pursuant to board policy.

### **Performance Evaluation**

The administration shall, at least once annually, evaluate employees under his or her immediate supervision. More than one evaluation may be conducted, if necessary. If no formal written evaluations are completed by the administration, this shall not limit the administration from imposing discipline up to and including termination.

### **Personal Leave**

Classified employees (12 months) will receive up to 10 days of paid personal leave each school year for personal business that cannot be taken care of outside regular business hours and other events of personal significance. Personal leave must be approved in advance by the employee's immediate supervisor or the Superintendent. There shall be no carryover of personal days from year to year. Classified employees shall be paid for any unused personal days at the end of the school year or in the event of termination of employment.

Classified employees (10 Months) shall receive two paid days of personal leave. Classified employees may be given unpaid personal leave requested in advance at the discretion of the employee's immediate supervisor or the Superintendent.

### **Promotions and Evaluations**

Whenever a permanent job vacancy develops or is expected to develop, the position will be advertised if time allows. Current employees may apply for the position to the superintendent or designee in writing. The superintendent or designee shall have the exclusive right to consider all applicants (employees and nonemployees) for a vacancy and to select any one of the applicants or to offer the job to a person who was invited to apply for the position.

### **Reporting When School is Closed**

When school is closed due to inclement weather, classified staff should report to work based on their positions:

- a) Secretaries/Clerical staff** should not report to work unless specifically directed to do so by their supervisor or the superintendent.
- b) Paraprofessionals** should not report to work unless teaching staff are asked to report.
- c) Food Service staff** should not report to work.

- d) **Bus Drivers** should not report to work.
- e) **Custodians/Maintenance staff** should not report to work unless specifically directed to do so by their supervisor or the superintendent.

### **Sick Leave**

Twelve month classified employees will receive 7 days of sick leave. Ten month classified employees will receive 5 days of sick leave. A staff member who is too ill to come to work, or who has a qualifying family member who is too ill to be left alone, must notify his or her immediate supervisor at least three hours prior to the time he/she regularly reports to work. Sick leave does not accumulate from year to year. Sick leave may be used for bereavement. Classified employees shall not be paid for accrued unused sick days at the end of the school year or in the event of termination of employment.

### **Staff Dress Code**

All classified staff are expected to maintain a standard of dress, personal appearance, general decorum, moral standards, and behavior that reflects their professional status in the community.

### **Vacation**

Eligible classified employees will receive paid vacation each school year. Employees should consult with their immediate supervisor for vacation information.

New employees will not be entitled to any vacation leave for the first six months of employment. After the completion of the last day of the sixth month of employment, new employees will be awarded one-half of the total vacation days provided for their job assignment. After the completion of the last day of the ninth month of employment, new employees will receive the remaining days of vacation provided for their job assignment.

Employees may accrue up to 0 (zero) days of vacation.

### **Wages**

Wages for the school year will be set at a Board of Education meeting. All classified staff wages will be set by August 20<sup>th</sup> each year.

### **Bus Driver Guidelines**

The following guidelines will be helpful in the operation of the bus routes:

1. Drivers will indicate they have inspected their bus by initialing the A.M. and P.M. spaces on the bus sheet.
2. Drivers are responsible for notifying riders on storm days. School personnel will notify the drivers when inclement weather will make a

change to the school schedule (i.e., no school, late start, or early dismissal) for that day.

3. In addition to the operation of the bus, the drivers are to see that their vehicle is kept in good service and repair. The drivers must inform the transportation supervisor of mechanical problems on the bus.
4. The transportation supervisor will be responsible for getting the buses serviced every 4,000 miles.
5. Drivers must fill out route sheets to include, time on, time off, phone numbers, and rider's names.
6. If a substitute driver is needed, notify the transportation supervisor as soon as possible.
7. Pick up times will be assigned to pick up points. The driver is expected to wait two (2) minutes past the pick-up time, if necessary, in case the riders are late.
8. Buses will not be driven anywhere except assigned routes or activity trips, without prior administrative approval.
9. Buses arriving in the morning will use loading lights and stop arm.
10. Route drivers are assigned to drive activity trips (e.g., games, field trips), as necessary by the superintendent. Regular route drivers receive pay for 1 route for each activity trip. Non-route drivers receive pay for 2 routes for each activity trip beyond 10 miles.
11. Activity buses will be brought in from trips swept clean and full of fuel.
12. There are to be no unauthorized riders unless with prior administrative approval.
13. The driver must report any problems with students (e.g., behavior, regular tardiness) to the administration.
14. The driver is not to leave a student off the bus at any stop that is not the student's regular stop, unless with prior notification from school office personnel.
15. Buses will pick up students at the house where student safety and roads permit unless other arrangements have been made. These arrangements will be made in consultation with the parent, driver, transportation supervisor, and the administration.
16. If, because of disciplinary consequences, a student's riding privileges are suspended, the suspension will begin the day following the issuance of the suspension.

The Bertrand Board of Education reserves the right to change bus routes at any time it deems necessary or justified. However, all patrons and school personnel involved will be notified before any changes go into effect.

PARENTS: Please go over these rules with your children. Student safety is our most important consideration and their knowledge of and compliance with the rules are imperative. Students should follow these rules:

1. Be careful in approaching bus stops. Walk on the left toward oncoming traffic. As the bus approaches do not cross the road in front of the bus until it comes to a complete stop.
2. When the bus stops either at your driveway or at the school, do not crowd to get on the bus. Don't approach the bus until it comes to a complete stop. Children are reminded to stay back from the curb until the bus stops.
3. When leaving the bus at your driveway, walk ten to twelve feet in front of the vehicle and look both ways before crossing.
4. When the bus approaches a railroad crossing, students should be quiet so the driver may listen for oncoming trains.
5. Remain seated at all times while the bus is in motion. In preparing to get off the bus, stay in your seat until the bus comes to a complete stop.
6. Older children should look after the safety of younger children.
7. Keep arms, legs, and hands inside the bus at all times.
8. Refrain from loud talking, playing, or fighting on the bus. Confusion distracts the driver's attention and could result in a serious accident. Do not visit with the driver.
9. Be courteous at all times. Obey the driver.
10. Be on time at the bus stop to keep the bus on schedule. If the student is not at the stop when the bus arrives, he/she should be leaving the house by the time the bus stops. No more than two minutes will be allowed for waiting in any case.
11. Students can only ride their regularly assigned bus and disembark from the bus at the regular bus stop. Office personnel must be informed of any changes in student riding status. No changes will be made in the location of bus stops or bus routing without the approval of the administration.
12. Be helpful in keeping the bus clean and sanitary. Please do not leave belongings on the bus.

Violation of these rules will result in the student being reported to the school administration. If necessary, students will be denied the privilege of riding the school bus. Consequences for violating these rules could include, but not be limited to, a verbal warning, assigned seating, a visit with the parents/guardians, or removal from the bus. Depending on the seriousness of the infractions, a student could be removed from the bus on the first or second offense. While riding the bus, please remember that the bus driver is the authority. Please respect the driver's directives as they are for your well-being.

It is not possible to set exact rules and guidelines to fit all occasions and situations, but the guidelines included in this handbook are a good effort.

## **I. Staff Expectations in Use of the Internet**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

### **A. Acceptable Use While on Duty or on School Property**

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

### **B. Unacceptable Use While on Duty or on School Property**

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.

4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

## **II. School Affiliated Websites**

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

## **III. Enforcement**

### **A. Methods of Enforcement**

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

**B. Any violation of school policy and rules may result in that staff member facing:**

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

#### **IV. Off-Duty Personal Use**

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

#### **Title IX Policy and Grievance Procedures**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

## 1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the

district. As used in this paragraph, the phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape)  
The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the

family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

### **3. Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

#### 4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or

circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

**4.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

**4.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**4.5. General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

## **5. Grievance Process for Formal Complaints of Sexual Harassment.**

### **5.1. General Requirements.**

**5.1.1. Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made

against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection **Error! Reference source not found..**

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness;

concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## 5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5,

and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

### 5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a

determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

**5.4. Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

**5.5. Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding

responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

## 5.6. **Determination Regarding Responsibility**

5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.6.3. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site

visits, methods used to gather other evidence, and hearings held;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.7.2 below) upon which the appeal is based. A party's

failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.7.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

**5.8. Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

**5.9. Recordkeeping.**

5.9.1. The district will maintain for a period of seven years records of:

5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex

where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

#### 10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding

responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

## **ACKNOWLEDGMENT OF RECEIPT**

I acknowledge that I have received a copy of the \_\_\_\_\_ School District Staff Handbook which includes the district's drug-free workplace policy statement. I understand that, as a condition of my employment, I am required to read and abide by the provisions of the handbook and by all board policies governing my employment. Further, if I have any questions about any provision of this handbook or any board policy, I should confer with my supervisor or building principal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BERTRAND COMMUNITY  
SCHOOL  
STUDENT HANDBOOK**

**2025-2026 Edition**



**BERTRAND VIKINGS**

**503 School St  
Bertrand, NE 68927**

**Phone: (308)472-3427  
Fax: (308)472-3429**

## **BOARD OF EDUCATION & STAFF DIRECTORY**

### **Members of the Board of Education:**

Jonny Sand	President
Christy Pelton	Vice-President
Ross Boggs	Secretary
Chris Davison	Treasurer
Ross Winnheim	Member
Isaac Kuck	Member

### **Administrative Staff:**

Nicole LeClaire	Superintendent	<a href="mailto:nicole.leclaire@bertrandvikings.org">nicole.leclaire@bertrandvikings.org</a>
Steve Bristol	PK-12 Principal	<a href="mailto:steve.bristol@bertandvikings.org">steve.bristol@bertandvikings.org</a>
Craig Newcomb	Activities Director	<a href="mailto:craig.newcomb@bertrandvikings.org">craig.newcomb@bertrandvikings.org</a>
Jenna Christensen	Guidance Counselor	<a href="mailto:jennachristensen@bertrandvikings.org">jennachristensen@bertrandvikings.org</a>

### **Teaching Staff**

Cheyenne Fitzgerald	Preschool
Megan Urbom	Kindergarten
Sheila Philips	First Grade
Abigail Meinke	Second Grade
Shauna Wilken	Third Grade
Riley Suhr	Fourth Grade
Samuel Bradney	Fifth Grade
Aidan Weidner	Sixth Grade
Mattison Anderson	Speech
Shelby High	Resource
Ali Vacura	Title 1
Trey Stutheit	Physical Education
Lindsey Lund	Music

Scott Schwarz	Art
Bruce Chesterman	Language Arts
McKaylla Christensen	JH Social Studies/JH Science/JH Health/PE
Jenna Christensen	Counselor/Spanish
Stacy Schutz	Technology
Laney Badgley	Language Arts
Penny Birkel	Social Studies
Stefanie McCain	SPED 7-12
Jordan McBride	Industrial Technology
Tricia Hakonson	School Psychologist
Jennifer Kaps	Library/Technology
Kevin Lavene	Math/Physical Education
Samantha Lavene	Ag Education
Shelby Forster	FCS/Independent Learning
Craig Newcomb	Business
Anna Gardine	Science
Amy Schutz	Math/Test Coordinator

**Support Staff:**

Felicia Alexander	Paraprofessional
Martha Hock	Paraprofessional
Jennifer Sand	Paraprofessional
Genia Schoene	Paraprofessional
Rosie Williams	Paraprofessional
Kylee McBride	Paraprofessional

**Office Staff**

Brenda High	Bookkeeper
Steph Edgren	Secretary

**Child Nutrition Program Staff**

Nekol Lavene	Head Cook
Bretta Lund	Cook
Chris Remmega	Cook

**Custodial and Maintenance Staff**

Diana Erickson	Head Custodian
Amanda Heying	Custodian
Cole Birkel	Maintenance/Custodian

**Transportation Department**

Rod Bendorf	Bus Driver
Ross Boggs	Bus Driver
Mike Dannehl	Bus Driver
Dave Ford	Bus Driver
Brenda High	Bus Driver
Jerry Johnson	Bus Driver
Craig Newcomb	Bus Driver
Christy Pelton	Bus Driver
Scott Schwarz	Bus Driver
Allen Wissmann	Bus Driver
Cole Birkel	Bus Driver
Bill Ford	Bus Driver
Karen Nelson	Bus Driver

## WELCOME

Dear Students and Parents:

On behalf of the faculty, administration, and board of education, we welcome you to another school year. We are looking forward to helping your children reach their learning potential and achieve their educational goals in the upcoming year.

**Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education.**

**There are several forms at the end of this handbook that you must read, sign, and return no later than **AUGUST 22<sup>th</sup>, 2025.****

This handbook contains information of value to every student and parent. It contains explanations of school regulations and procedures necessary for our school to run smoothly and efficiently. If you are ever in doubt about what is the right thing to do, ask a classroom teacher, speak with the building principal, or contact my office.

Sincerely,

*Nicole LeClaire*

Nicole LeClaire  
Superintendent

## **The Intent of Handbook**

This handbook is intended to be used by students, parents, and staff as a guide to the rules, procedures, and general information about this school district. Students and their parents must become familiar with the handbook, and parents should use it as a resource and assist their children in following the rules contained in it. The use of the word "parents" refers to any adult who has the responsibility for making education-related decisions about a child, including, but not limited to biological parents, adoptive parents, legal guardians, and adults acting in loco parentis.

Although the information in this handbook is detailed and specific on many topics, it is not intended to be all-encompassing or to cover every situation and circumstance that may arise during a school day or school year. This handbook does not create a "contract" with parents, students, or staff, and the administration may make decisions and rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based on applicable school district policies, and state and federal statutes and regulations. The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator Nicole LeClaire at 308-472-3427 or [nicole.leclaire@bertrandvikings.org](mailto:nicole.leclaire@bertrandvikings.org), or in person at school.

## **Notice of Nondiscrimination**

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Steve Bristol (308-472-3427), (steve.bristol@bertrandvikings.org) 503 School Street, Bertrand, NE 68927 or in person at school.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the Title IX Coordinator: Superintendent Nicole LaClaire at (308-472-3427), or [nicole.leclaire@bertrandvikings.org](mailto:nicole.leclaire@bertrandvikings.org)), 503 School Street, Bertrand, NE 68927 or in person at school. The School District's

For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

## **MISSION STATEMENT**

**At Bertrand Community School we provide a quality education, empowering our students to realize their full potential in an ever-changing world.**

## **SECTION ONE BASIC SCHOOL RULES AND GENERAL PRACTICES**

### **Attendance**

#### **Required Attendance**

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

#### **Mandatory Attendance Age**

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

#### **Exceptions**

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the mental or physical illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

#### **Discontinuing Enrollment – 5 Year Old Students**

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

#### **Discontinuing Enrollment – 16 and 17 Year Old Students**

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request that demonstrates that the student meets the district's legal criteria allowing for disenrollment to the superintendent

using the applicable district form. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

### **Attendance Officer**

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

### **Excused Absences**

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student or of a child whom the student is parenting (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student or for a child whom the student is parenting.
4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits

## 9. Personal or family vacations

### **Excessive Absenteeism**

When a student receives 10 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the district's policy to address barriers to the student's attendance.

When a student is absent more than 20 days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer **may** file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 10 days of excused absences due to documented illness and is tardy one time, the Attendance Officer **may** file a report with the appropriate county attorney.

### **Absences due to illness**

The school district will contact parents if a student becomes ill at school. A student who is absent due to illness has two days for every day of absence to complete missed assignments.

### **Planned absences**

Parents who know in advance that a student will be absent must call the school or send a written note at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, must complete any work required by the teacher before the absence. Parents should make every attempt to schedule medical and other appointments after school hours when possible.

### **Students are obligated to:**

- 1) Complete all class work in advance for any absence that can be anticipated.
- 2) Attend the full day of school before attending practice or participating in a scheduled student activity on that day, except in cases of family emergencies or pre-arranged absences.
- 3) Check out of school at the office if leaving school during the school day.
- 4) Make up any and all work that is assigned by teachers as make-up work for the instructional time that has been missed.

### **Parents are obligated to:**

- 1) Call the appropriate building office to inform the school of the reason for each absence.
- 2) Submit a doctor's statement, if requested, for each period of absence due to illness that exceeds five days.

### **Pregnant and Parenting Students**

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming in collaboration with the Title IX Coordinator

### **Band**

Students may participate in the elementary band and begin taking band lessons in the 5th grade. Students in grades 7-8 may participate in the middle school band; grades 9-12 may participate in the high school band. Instruments will be provided by students or the school as provided by school policy. Fees may be charged as allowed or provided in the Public Elementary and Secondary Student Fee Authorization Act and the school's student fee policy or other applicable policy.

### **Bills**

Students are required to pay for supplies, fines, shop materials, clothing orders, and other related expenses at the school bookkeeper's office. All checks for these payments should be made payable to Bertrand Community Schools, unless directed otherwise. In accordance with board policy, the district will impose an additional penalty **at the current bank rate for any checks returned due to insufficient funds. (Currently, \$30)**

When students purchase items of significant value, such as class rings and letter jackets, they must make payment at the time of purchase or when the order is placed.

### **Books and Supplies**

Students must take care of books and other supplies provided by the district. The school will assess fines for damage to books and school property.

Students must supply their own consumable items such as pens, pencils, tablets, notebooks, erasers, and crayons. Each classroom teacher will prepare a supply list for students at the beginning of the school year.

### **Breastfeeding and Lactation**

In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in

a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public. The district will also provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

Students who wish or need to express breast milk on a regular schedule must work with school administrators to create a schedule that accommodates the student's needs while facilitating education to the maximum extent possible.

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

### **Bulletin Boards**

Bulletin boards are maintained throughout the building to communicate general information, material, and school announcements. Students should check the bulletin boards carefully each school day. A written copy of daily announcements will be posted on the main bulletin board by the offices.

Bulletin board or electronic publishing space may be provided for the use of students and student organizations for notices relating to matters of general interest to students. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.
2. All postings must identify the student or the student organization posting or publishing the notice.
3. Material shall be removed after a reasonable time to assure full access to the bulletin boards or electronic publishing media.

### **Bullying**

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived

power imbalance and is repeated multiple times or is highly likely to be repeated.” Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The District’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

### **Reporting Bullying**

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform Safe 2 Help to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

### **Bullying Investigations**

School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

### **Cafeteria Rules**

1. All food must be consumed in the areas designated by the school.
2. After students have eaten, they must return trays to the kitchen. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray into the correct container. Forks and spoons should be placed in the pan with water, NOT THROWN AWAY!
3. Students are to use proper manners including eating quietly.
4. Students may not throw food or other items.
5. Second servings are available to those who have made an effort to clean their trays and have requisite funds as required by board policy.
6. Students should remain at their tables until they are dismissed.
7. Parents who wish their child to eat lunch away from school must provide a written authorization to the student’s building principal.
8. Students must treat lunch personnel with respect.
9. After eating lunch, students will stay in the gym/cafeteria area.
10. No students shall be in the building except in designated areas unless teachers have given permission. The teacher must be present.

11. Students who violate the above rules will be disciplined.

### **Care of the Building**

This is your building. Pride in your school building and its furnishings may best be expressed through each student by careful use. Careful attention to the protection of school property is essential. Marring walls or furniture in any way destroys the beauty and usefulness of our school.

Any time a school organization is sponsoring some type of project, that project should always be cleared through the Principal who in turn will inform the custodial staff. Painting of any kind must be cleared with the Superintendent. We have a beautiful, well-maintained building and the custodians are largely responsible for this. We need to support their efforts.

### **Candy and Gum**

Students may not bring candy or gum to school unless they have prior permission from their classroom teacher or the administration.

### **Cell Phones and Other Electronic Devices**

Students may not use cell phones or other electronic devices while at school, except as permitted in this handbook.

Students may use cell phones or other electronic devices on the school sidewalks and in the common areas of the school before and after school, so long as they do not create a distraction or a disruption. Students may not use cell phones or other electronic devices while they are in locker rooms or restrooms. Students must keep their cell phones and any other electronic devices in their locker during the school day. Cell phone usage is strictly prohibited during the school day, which runs from 8:00 AM to 3:45 PM; including voice usage, digital imaging, or text messaging. Students may use these devices in approved areas (cafeteria) during the lunch period. Such devices are to be returned to student's lockers before class.

Students may not use cell phones or other electronic devices while riding in a school vehicle unless they have express permission to do so from the vehicle's driver.

Students are not allowed the use of cell phones during study class periods.

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The school district is not responsible for theft, loss, or damage of a cell phone or any calls made on a cell phone.

Cell phone misuse during instructional hours will result in the phone being confiscated and turned into the office. If cell phones are turned into the office for misuse, the following fines will be imposed:

- 1st offense: the phone will be confiscated and returned to the student at the end of the school day after paying a \$5.00 fine.
- 2nd offense: the phone will be confiscated and returned to the student at the end of the school day after paying a \$10.00 fine.
- 3rd offense: the phone will be confiscated and returned to the student after a conference with the parent(s) and a \$20.00 fine has been paid.
- Subsequent violations: Students will not be permitted to use or possess a cell phone during school hours. Students who violate this policy will have their cell phones or all other electronic devices confiscated immediately. The administration will return confiscated devices to the offending student's parent or guardian after meeting with the parent or guardian to discuss the violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.
- Note: Money collected for cell phone fines will be allocated to the student activity fund.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution, and possible inclusion on sex offender registries.

### **Cheating, Plagiarism, and Academic Dishonesty**

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.

- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion.

### **Child Abuse and Neglect**

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

### **Class Dismissal**

Classes are in session from the ringing of the tardy bell until the teacher dismisses the class. The bell at the end of the period is not a dismissal bell, and students may not leave their classrooms until they have been excused by their classroom teacher.

### **Classroom Behavior**

Student behavior and attitude in the classroom must be cooperative and serious. All students must:

- arrive to class on time;
- prepare for class with all necessary materials;
- be considerate of others;
- respond promptly to all directions of the teacher; and
- take care of school property and the property of others.

Teachers will establish classroom conduct rules that students must obey.

### **CLASS LOADS AND DROP AND ADD**

All students in grades 7-12 will carry eight (8) classes each semester, with these exceptions:

1. Any senior is eligible to be an office, library, or teacher aide with permission of the Principal and the respective teacher.
2. Any senior is eligible for a work release employment experience to last no longer than three (2) periods each day.

At the beginning of each semester there will be a five (5) day drop and add period for the students to make changes in their schedule. Students will need to (1) pick up the drop and add form from the guidance counselor, (2) have the teacher from the class being dropped and the teacher from the added class sign the form, (3) have the parent/guardian sign the form, and (4) then have the Principal approve and sign the form for the change to be made complete.

### **Closed Campus**

Students MAY NOT leave the building without permission from the administration. If a parent wants to take his/her child out to lunch, the parent must come to the school office, physically sign out the child, return within the 30-minute time constraint and physically sign the child back in. If not, the student will be counted as unexcused.

### **Coats and Boots**

Elementary students must wear coats outdoors when the weather makes it advisable. The staff will decide when coats are required for recess.

Elementary students may choose to wear overshoes or boots when the playground is wet or muddy. Waterproof boots worn to school should be taken off and regular shoes worn during the day. Boots worn to school must be marked with the student's name.

### **College Visitations**

Time is provided for visitations to college and tech schools; however, the school does not sponsor these trips or provide transportation. Seniors who follow the guidelines listed below will be allowed two college visitations and not have the days missed counted against their attendance record. Juniors will be allowed one college visit during the 2<sup>nd</sup> semester.

1. The visit must be arranged through the guidance counselor.

2. Students must provide evidence from the college that the trip was made.
3. Parents must notify the school twenty-four (24) hours in advance if the student plans to make one of these visits.
4. Parents are strongly encouraged to attend the college visitation with their student.

### **Communicable Diseases**

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173- Nebraska Health and Human Services/Control of Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a "best practice" guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call 308-472-5427.

### **Communicating with Parents**

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Parents will also be notified of their student's possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail or by personal contact. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school.

### **Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to “coordinator” in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

#### PER KSB RECOMMENDATIONS

~~A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.~~

#### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant’s student to discrimination or harassment.
  
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:

1) All relevant details of the complaint;

2) All witnesses and documents which the complainant believes support the complaint;

3) The action or solution which the complainant seeks.

d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal.

#### PER KSB RECOMMENDATIONS

~~This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.~~

a) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

6. If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- a) This appeal must be in writing.
- b) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
- c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

d) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

e) There is no appeal from any decision of the board unless authorized by law.

7. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

### **Computer Network Use by Students**

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

#### **I. Student Expectations in the Use of the Internet**

##### **A. Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

##### **B. Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
5. Students shall not disclose personal information, such as

their names, school, addresses, or telephone numbers outside the school network.

6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename, or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not falsify electronic mail messages or web pages.

## II. **Enforcement**

### **A. Methods of Enforcement**

1. The district monitors all Internet communications, Internet usage, and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard

use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

**B. Consequences for Violation of this Policy**

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
  - a. Loss of computer privileges;
  - b. Short-term suspension;
  - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
  - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

**III. Protection of Students**

**A. Children's Online Privacy Protection Act (COPPA)**

1. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
2. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

**B. Education About Appropriate On-Line Behavior**

1. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
2. Staff will specifically educate students on
  - a. Appropriate interactions with other individuals on social networking websites and in chat rooms.
  - b. Cyberbullying awareness and response.
3. The School District's technology coordinator shall inform

staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy

### **Conferences**

Students' academic success has been closely linked to parental involvement in school. The school district has formal parent-teacher conferences at the end of the first quarter and during the third quarter.

In addition to formal conferences, classroom teachers will communicate with parents as necessary. Parents are encouraged to communicate with their student's teacher or the building principal to discuss parental concerns, student needs or any other issue.

### **Correspondence Courses**

Correspondence courses are available to students through a university, college, or community college, or other sources. All costs are the responsibility of the student and his/her parents.

### **Copyright and Fair Use**

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, review the school district's copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site:  
<http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

### **Damage to School Property**

Students who damage school property either intentionally or unintentionally may be required to pay to replace or restore the property, at the discretion of the administration.

### **Dating Violence Policy 5030**

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

### **Discrimination and Harassment**

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Tricia Hakonson at [tricia.hakonson@bertrandvikings.org](mailto:tricia.hakonson@bertrandvikings.org) or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Nicole LeClaire at (308-472-3427) when they believe that they have been the subject of any other unlawful discrimination or harassment should contact the school at 308-472-3427 or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

### **Dress Code** PER KSB RECOMMENDATIONS & STATE LEGISLATORS

~~Students must come to school dressed in clean, neat, and appropriate clothing to conform to educational standards.~~

The District prohibits student attire or appearance that:

- Causes or is likely to cause a material and substantial disruption to the District's programs and activities.
- Promotes, depicts, or refers to violence, drugs, alcohol, vulgarity, obscenity, illegal activity, hate speech, bullying speech, or harassing speech.
- Includes words, gestures, or images that contain or imply sexual content or innuendo.

- Otherwise undermines the District's mission to inculcate the habits, manners, and values fundamental to civility, community, and the educational environment.

Violations of the dress code shall be addressed in a manner consistent with the Student Code of Conduct. The District reserves the right to request immediate attire changes from students. The District will require students to adhere to uniform standards and/or wear district approved or issued uniforms in order to participate in activities.

Students may be required to wear protective clothing or equipment or otherwise modify their attire or secure their hair to ensure the safety of themselves and others. In such cases, a good faith effort to reasonably accommodate students will be made to ensure safety without compromising religious beliefs, grooming practices, or requiring students to permanently alter their appearance. The least restrictive means appropriate to address the identified health or safety concern shall be used.

Students are prohibited from wearing the following attire:

1. Clothing displaying indecent, suggestive or profane writing, pictures or slogans
2. Clothing that advertises or displays alcohol, tobacco or any illegal substance
3. Caps, hats and bandannas during the school day or at school sponsored events
4. Bare feet (some type of footwear must be worn)
5. Short shorts, biker shorts, or cutoffs
6. Hairstyles which distract from the learning process or the health and safety for either the student or others
7. Any clothing that could cause damage to others or school property
8. Clothing that is torn, ripped, or cut
9. Shirts, blouses, or other clothing worn unbuttoned, unzipped, or otherwise purposely unfastened
10. "Grubby clothes," those which are purposely torn or bedraggled or threadbare, dirty or disheveled
11. Costumes and/or those clothes intended only for leisure, entertaining or special occasions
12. Bare "midriff" (belly button) styles, see through and low cut blouses, halters, tank tops or thin strapped tops (spaghetti straps)
13. Pants and shorts worn below the waist so as to expose undergarments
14. Pants that drag on the floor

15. Chains hanging or attached to pants or shorts
16. Coats during school hours unless the student has permission from a faculty member
17. Clothing with tears or holes that expose flesh or underclothes

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Students will also receive zeros for any class time they miss while correcting the violation. Repeated dress code violations may result in more severe consequences.

### **Prom Dress and or Homecoming Dress Code**

Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the principal or staff sponsor for the event if you are uncertain about your attire.

### **Driving and Parking Personal Vehicles**

Students who drive privately owned motor vehicles to school must obey the following rules:

1. Students may not move their vehicles during the school day without the permission of the building principal or superintendent. Students will not be allowed to sit in or be around their vehicles during the school day, without administrative permission.
2. Students must drive with care to ensure the safety of the pedestrians. Students may not drive carelessly or with excessive speed.
3. By driving personal vehicles to school and parking on school grounds, students consent to having that vehicle searched by school officials when they have reasonable suspicion that such a search will reveal a violation of school rules.

### **Drug Free Schools**

The board of education has adopted policies to comply with the Federal Drug-Free Schools and Communities Act. Students are prohibited from using, possessing, or selling any drug, alcohol, or tobacco while on school grounds, at a school activity or in a school vehicle. In addition, students who participate in the school's activities program should refer to the Activities Handbook which prohibits the use or possession of alcohol, controlled substances and tobacco at all times.

Any student who violates any school policy regarding drug, alcohol, and tobacco use will be disciplined, up to and including short-term suspension, long-term suspension, or expulsion from school and/or referral to appropriate authorities for criminal prosecution.

### **Drug Testing Policy**

#### **MANDATORY DRUG TESTING POLICY FOR STUDENTS INVOLVED IN EXTRACURRICULAR ACTIVITIES OR THAT HAVE VOLUNTARILY BEEN PLACED IN THE DRUG TESTING PROGRAM BY THEIR PARENT/GUARDIAN AT BERTRAND COMMUNITY SCHOOL**

#### **Extracurricular Drug Testing Program**

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right.

Students in all extracurricular activities in grades 9-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

#### **DEFINITIONS**

DPA: A national certified Drug Program Administrator, which shall use a certified laboratory in testing of samples. The Board will choose a nationally certified DPA for the purpose of determining through random selection the student(s)/participant(s) to be tested.

DPC: The Drug Program Coordinator shall be the building Principal/Activities Director or his/her designee

MRO: Medical Review Officer

#### **1. Purpose of Random Drug Testing**

- a. To provide for the health and safety of all students;
- b. To undermine the effects of peer pressure by providing legitimate reason for students to refuse use of illegal drugs and/or alcohol;
- c. To identify students who use illegal drugs and/or alcohol; and
- d. To encourage students who use illegal drugs and/or alcohol to participate in appropriate treatment programs.

0. Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook. An orientation for students and parents (new to the school/policy) will be held at the start of the school year to talk about the policy and procedures.

**2. Activity Programs:** Any activity that meets the guidelines of an extracurricular activity at Bertrand Community School, which shall include the following but not limited to:

football, volleyball, boys and girl's cross country, boys and girl's basketball, wrestling, boys and girls track, golf, cheerleading, student council, National Honor Society, FFA, quiz bowl, speech, play production, band (except for holiday and spring concerts), chorus (except for holiday and spring concerts), "B" Club, and homecoming royalty candidates and/or attendants, attending the Homecoming/Spirit Dance/Prom dance. ~~and the Graduation ceremony.~~

### **3. Students Who Are Required to Submit to Drug Testing**

**a. Grades.** All students in grades 9-12 who participate in any extracurricular activity or competition listed above are part of the pool subject to random drug testing.

**b. Consent.** A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to try out for, practice with, or participate in the extracurricular activity. The consent form is attached to this policy.

**c. Selection Pool Eligibility.** Students shall remain in the selection pool for an entire school calendar year, from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. A participant may be subject to testing at any time during the said school calendar year . Any student who tests positive will be required to test at every testing period during the school year.

**d. Withdrawal.** Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). A student for whom a Drop Form has been submitted shall be ineligible for participation in school sponsored competitive extracurricular activities for 365 days from the date the Drop Form is submitted. Students have a fifteen-day grace period for reconsideration of a Drop Form. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar

year from the date the Withdrawal of Student from Activity form is received by the Drug Program Coordinator.

**4. Drugs.** Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:

a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*

a. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;

b. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in NEB. REV. STAT. § 48-1902(1).

## **5. Testing Procedures**

**a. Student Selection.** All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing. The DPA will identify students on the master by number. Bertrand Community School does not take part in the student selection process, it is done by the contracted company for the district.

**b. Reasonable Suspicion Testing.** In addition to random drug testing, a student is subject to drug testing at any time when the Drug Program Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Program Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.

**c. Parental Request.** Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non- random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.

**d. Type of Test.** The school district reserves the right to utilize breath, saliva, hair, urinalysis, or any other reliably recognized testing

procedures. Urine and oral fluid samples, which screen positive will be confirmed by GC/MS (Gas Chromatography/Mass Spectrometry). Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester). Other testing methods will be confirmed via industry-recognized processes and equipment.

**e. Collection Site.** The Drug Program Coordinator will designate the collection site at which student will provide specimens. The collection site may be off the premises of the school district.

**f. Sample Collection.** Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.

**g. Collection Procedures.** The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.

**h. Drugs.** Students may be randomly tested for any drugs, including but not limited to alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.

**i. Results.** The DPA shall notify the student and the Drug Program Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student

and his or parent(s)/guardian(s) to discuss the result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Program Coordinator of the positive test result. The Drug Program Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.

**j. Request for a Retest.** A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Program Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

**k. Scope of Tests:** The drug screen tests for one or more illegal drugs and/or alcohol. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after the selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.

**i. Non-Punitive Nature of Policy:** No student shall be penalized academically for testing positive for illegal drugs or alcohol. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified in a reasonably timely manner by the district.

**6. Consequences for Testing Positive.** Whenever the test results indicate the presence of drugs, Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The Drug Testing Policy

consequences shall follow the same/existing guidelines that are currently in the Bertrand Community School Activities Guidelines.

(All offenses are cumulative in grades 9-12):

Students lose the opportunity to self-report once they are randomly selected for testing.

First Offense - For the use or possession of alcohol or other controlled substances, the student shall be suspended for fourteen (14) calendar days, starting with the day/date of the first activity that the student is eligible for. The suspension may be lessened to seven (7) calendar days if the athlete is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to seven (7) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. Also, the participant will not be nominated for any post-season honors and will lose all points acquired for the outstanding athlete award for that sports season.

**(ADD THIS)** The student has the opportunity to eliminate the suspension by completing an online drug/alcohol education course, approved by the school, at the student's expense, within (7) calendar days of the infraction.

Second Offense - Suspension for thirty (30) calendar days, starting with the day/date of the first activity that the student is eligible for, **(ADD THIS)** and the student will complete an online drug/alcohol education course, approved by the school, at the student's expense. ~~and both the parents and student will be required to participate and complete a drug and alcohol program approved by the school for use or possession of alcohol or other controlled substances. All financial obligations incurred for the counseling will be the responsibility of the student and/or his/her parents.~~ This suspension can be lessened to fourteen (14) calendar days and drug and alcohol program if the participant is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to fourteen (14) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. In addition, the participant will not be nominated for any post-season honors for the activity the violation took place during and they will lose all outstanding athlete awards points accrued during that sport season. Proof of enrollment and continuation of the drug and alcohol program is required before returning to any activities.

Third Offense - Suspension for ninety (90) calendar days, starting with the day/date of the first activity that the student is eligible for, and both the parents and student will be required to participate in a minimum of at least

two (2) sessions of a drug and alcohol counseling program approved by the school for use or possession of alcohol or other controlled substances. All financial obligations incurred for the counseling will be the responsibility of the student and/or his/her parents. This suspension can be lessened to forty-five (45) calendar days and drug and alcohol program if the participant is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to forty-five (45) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. The participant will not be nominated for any post-season honors for the activity the violation took place during and they will lose all outstanding athlete awards points accrued during that sport season. Proof of enrollment and continuation of the drug and alcohol program is required before returning to any activities.

Fourth Offense - Suspension for one hundred eighty (180) calendar days, starting with the day/date of the first activity that the student is eligible for, and both the parents and student will be required to participate in a minimum of three (3) sessions of a drug and alcohol counseling program approved by the school for use or possession of alcohol or other controlled substances. The student must remain in drug and alcohol counseling for at least one calendar year. All financial obligations incurred for the counseling will be the responsibility of the student and/or his/her parents. This suspension can be lessened to ninety (90) calendar days and drug and alcohol program if the participant is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to ninety (90) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. The participant will not be nominated for any post-season honors for the activity the violation took place during and they will lose all outstanding athlete awards points accrued during that sport season. Proof of enrollment and continuation of the drug and alcohol counseling program is required before returning to any activities, and the administration may ask for proof of continued enrollment at any time throughout the one-year counseling program.

Fifth Offense - The fifth offense will result in suspension from all activities participation indefinitely. Reinstatement, if ever, will be reviewed and handled by the administration.

## **7. Refusal to Test**

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall be deemed to have submitted a positive test.

## **8. Tampering**

Tampering is the use of any agent or technique, which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the Drug Program Coordinator determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test. Additionally, the consequence will advance one level in the disciplinary scope and sequence based on the student's current or past violation(s) of the policy.

Example, if it were the student's first violation, the consequence would equal a second offense.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties set forth in this Policy.

## **9. Maintenance of Records**

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Program Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents.

This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug testing results with any law enforcement agencies.

## **10. Appeal.**

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a substance prohibited by this policy. There shall be no appeal of the test result to any school administrator or the board of education.

## **11. Severability**

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress,

then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

### **Emergency Contact Information**

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes during the school year.

### **Evacuations**

The school district will hold routine evacuation drills throughout the school year. Classroom teachers will provide students with detailed instructions on building evacuations.

### **Eye Exams**

All students enrolling in kindergarten or transferring into the school district from out of state must undergo a visual examination by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, which consists of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity, except that no such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing. They must provide evidence of the vision examination within six months prior to entrance. The cost of such physical examination and visual evaluation shall be borne by the parent or guardian of each child who is examined.

### **Food and Beverages in the Classroom**

Only water will be allowed in clear water bottles only. Individual teachers have the right to allow gum and candy in their classes. Teachers who allow their students to eat candy or chew gum in their classrooms assume the responsibility of making sure that gum stays off the floor and desks and those wrappers are properly disposed of. Under no circumstances is there to be pop/energy drinks in any of the classrooms or lockers. Only water will be allowed in clear water bottles only.

### **Food Service Program**

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students.

### **Breakfast**

The school will serve breakfast daily from 7:30 a.m. until 7:50 a.m. Students who qualify for free or reduced-price lunch also qualify for free or

reduced-price breakfast. The school district charges K-6 \$2.55, 7-12 \$2.70 and adults \$2.90 for breakfast (new pricing for adults comes out in August).

### **Lunch**

Lunch prices depend on the federal funding that the program receives. Lunch for K-6 is \$3.25. Lunch for 7-12 lunch is \$3.65 for students and \$4.70 for adults.

### **Milk break**

The school will offer a milk program to students in grades K-2. All milk served to a student (except the initial carton served with lunch) will cost \$.50 per half pint. The price for milk may change during the school year. Milk will be served at the morning recess. Teachers will record the number of cartons of milk each child consumes and give the information to the office at the end of the month where it will be added to the family account.

### **Payment for Meals**

Students are encouraged to pay for meals several weeks in advance. Payment should be made to the bookkeeper in the office.

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

### **Collection of Delinquent Meal Charge Debt**

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the

availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

### **Notice of Non-discrimination**

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, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the school district. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

### **Field Trips**

Classes occasionally take field trips off school property for educational enrichment. A student's parent, or "caregiver" as that term is defined in the Nebraska Strengthening Families Act, must authorize a student to participate in a field trip by signing a permission slip and providing it to the school before the field trip. Students who have not completed classroom work on time may not be allowed to attend field trips. Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

### **First-Aid**

First-aid items may only be used by school staff. Students who need first aid should ask for assistance from their classroom teacher or the nearest staff member.

### **Head Lice**

Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice or louse eggs the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.

Students will not be permitted to return to school until the district finds that no live lice or eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

The student cannot ride the school bus until the district has cleared the student to return to school.

### **Health Problems Limiting Activities**

Parents who do not want their children to play outdoors or participate in physical education for health reasons must send a written request to school. If a student persistently requests to be excused from these activities, the building principal or classroom teacher may require a doctor's verification.

Parents should notify the principal or superintendent if their student has any special health problems such as diabetes, asthma, or the like.

### **Homebound Instruction**

The school district may provide a student with instruction in his or her home and under parental supervision if the student is physically or mentally ill or injured and unable to attend regular classes for an extended period of time. Homebound instruction shall be provided when the student's physical and mental condition are such that the student can benefit from instruction and no other provision will meet the student's educational needs. If you believe that homebound instruction is appropriate for your child, please contact the building principal to initiate the appropriate process to determine eligibility.

### **Homeless Children and Youth**

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is Nicole LeClaire, who may be contacted at 308-472-3427 or [nicoleleclaire@bertrandvikings.org](mailto:nicoleleclaire@bertrandvikings.org).

### **Illness or Injury at School**

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital. Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

### **Immunizations**

All students must furnish one of the following to school officials:

- proof of adequate immunizations for mumps, measles, rubella; diphtheria, pertussis, tetanus; polio; and hepatitis B series; or
- a signed parental statement of refusal to provide the immunization history. Homeless students who are in need of immunizations will be referred to the homeless coordinator, who shall assist in obtaining necessary immunizations or medical records.

**Provisional Enrollment.** Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for sixty days without the necessary immunizations.

Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

### **Initiations and Hazing**

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

### **Lockers and Other School Property**

The school district owns and exercises exclusive control over student lockers, desks, computer equipment, and other such property. Students should not expect privacy regarding usage of or items placed in or 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 assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

### **Lost and Found**

All lost and found articles are to be taken to the school office. Students may claim lost articles there. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

### **Medications**

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

**Prescription medication.** (1) Parents/guardians must provide a physician's written authorization for the administration of the medication. (2) Parents/guardians must provide their own written permission for the administration of the medication. (3) The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

**Non-prescription medication.** (1) Parents/guardians must provide written permission for the administration of the medication. (2) The medication must be brought to the school in the manufacturer's container. (3) The container must be labeled with the child's name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

### **Media Center**

Students must check out materials from the librarian on duty. Each borrower is responsible for all books checked out in his/her name. A fine of five cents per day per book may be charged for overdue books. Each student is responsible for any fine that accumulated on a book charged to him/her. If a book is lost and not found by the end of the semester, the student must pay for it. Students must also pay for any damage they cause to library books.

## **Memorials**

Memorials or plaques honoring deceased students are generally not allowed in or on the school grounds unless authorized by board policy. Dedications to students will not be allowed.

Scholarships in the deceased person's name will not be set up by the school. Scholarships set up by outside organizations or individuals, such as a foundation, will be allowed.

## **Multi-Tiered System of Supports (MTSS)**

MTSS is a framework used to give struggling students targeted support. The MTSS process is designed to help Bertrand Community School identify student needs early, and intervene quickly through documentation, and teacher recommendation.

## **Opting Out of Assessments**

The Board of Education has adopted a policy on approval and denial of state and federal assessment opt-out requests, which is based on requirements in law. The policy can be requested by contacting the Superintendent of Schools at 308-472-3427 or online at [www.bertrandvikings.org](http://www.bertrandvikings.org).

## **Parental Involvement**

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with

opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

### **Parties**

Elementary classes may have seasonal parties during the year. Parents shall communicate with their student's classroom teacher for the teacher's rules regarding birthday and holiday parties. Invitations for private parties and non-school-sponsored events may not be distributed at school.

### **Personal Items**

The school provides the necessary equipment for classroom and school day activities. **Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they have the prior permission of their classroom teacher or a school administrator. The school is not responsible for damaged or lost personal items or equipment.**

### **Physical Education**

The school district requires students to receive physical education to assist them in developing gross and fine motor skills. Students are not required to wear P.E. uniforms, but are encouraged to wear tennis shoes for P.E.

## **Physical Exam**

Students entering kindergarten and the seventh grade, and those entering school from another state, are statutorily required to show evidence that they have had a physical examination within six months prior to the date of entering school.

## **Pictures**

The school district arranges for a photographer to be present at school in the fall to take class pictures. Parents will be notified of the date. Included in the individual packet is a class composite. Parents who want pictures of their students or of their student's class composite may purchase them directly from the photographer.

## **Playground Rules**

Students must follow these rules to keep the playground safe when they are using the playground as part of the school day:

1. Students must obey the playground supervisor at all times.
2. Students may not enter the street/highway to retrieve a ball unless given permission by the playground supervisor.
3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited. Students may only play football on grassy areas.
5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and clothing.
6. Students must use the playground equipment properly and in a safe manner.
7. Students may not leave the playground after they have arrived at school for the day.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention, and/or other consequences.

The school's playgrounds, equipment, and surrounding areas are generally not supervised. Staff will supervise students when the students are using these areas as part of the school day or as part of a school activity. At all other times and in all other circumstances, the school district does not provide supervision of its playgrounds, equipment, and surrounding areas.

## **Police Questioning and Apprehension**

Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

## **Protection of Student Rights**

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: August 10<sup>th</sup>, 2025 through May 15, 2026. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

## **ACT Exam**

Students taking the ACT Exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

## **Public Displays of Affection**

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Prohibited conduct includes hugging, kissing, touching or any other display of affection that a staff member determines to be inappropriate.

## **Reasonable Suspicion Testing**

Students may be required to submit to drug or alcohol testing if there is a reasonable suspicion that the student is under the influence of drugs or alcohol.

## **Rights of Custodial and Non-Custodial Parents**

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term "custodial parent" refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students' records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the

non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

### **Secret Organizations**

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

### **School Day**

The school day typically begins at 8:00 a.m. and ends at 3:45 p.m. Students are to leave the school grounds after dismissal. School staff will provide supervision for students on school grounds 15 minutes before the school day begins and 15 minutes after the school day ends. **There will be no supervision provided by the school before or after these times.** Parents must arrange for their children to leave school promptly at the end of the day.

### **Self-Management of Diabetes or Asthma/Anaphylaxis**

Subject to school policy, the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis. Parents desiring to develop such a plan should contact the school office.

### **Smoking and Tobacco**

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

### **Sniffer (Drug) Dogs**

The administration is authorized to use sniffer dogs to minimize the presence of illicit items on school grounds. Students and staff are specifically notified of the following:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time

students and staff are not present.

4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

### **Standardized Testing**

The Nebraska Student-Centered Assessment System (NSCAS) is administered annually in grades 3-11 to determine the students' achievement probability for individual success. Tests are administered in April, and the results are sent home.

### **Student Assistance**

Parents who believe their students have any learning, behavior, or emotional needs that they believe are not being addressed by the school district should contact the student's teacher. If appropriate, the teacher may convene the Student Assistance Team (SAT). The SAT can explore possibilities and strategies that will best meet the educational needs of the student.

### **Student Achievement**

NHI Days- NHI stands for Not Handed In. NHI days will take place once a quarter for all students in grades 7-12. The intent of the NHI days is to allow students with missing assignments an opportunity to get work-time in school, get assistance from their teachers, and get caught up on any missing work. NHI day is mandatory for any students with missing work. Students who do not have any missing assignments are rewarded in various ways deemed appropriate by the administration.

Homework Recovery- Homework Recovery is a program for students who are failing one or more classes. Homework Recovery is an extra study hall period taking place either during lunch or after school. Students MUST attend Homework Recovery if they are failing any classes. However, they may get excused from attending Homework Recovery if they get their classes to a passing grade, and have a discussion with the principal. Students with passing grades are welcome to attend Homework Recovery if they would like extra time or assistance on their homework.

### **Student Fee Policy**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and Nebraska state law. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their

building administration, their teachers or their coaches, and sponsors for further specifics.

**Definitions.**

1. "Students" means students, their parents, guardians or other legal representatives.

2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.

3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

**Listing of Fees Charged by this District.**

1. **Clothing Required for Specified Courses and Activities.** Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses, or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course, or activity.
2. **Safety Equipment and Attire.** The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.
3. **Personal or Consumable Items.** The district does provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers, and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials, and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.
4. **Materials Required for Course Projects.** The school district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials

beyond the basic materials provided by the district, the students will either furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

5. **Technological Devices.** The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount for the Equipment Repair and Replacement package fee will be \$35.00.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. If the iPad or accessories are beyond repair, lost, or stolen, the student will be responsible for 100% of the replacement cost.

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

6. **Extracurricular Activities.** The school district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment, and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities' fees and the specifications for any equipment or attire required for participation in extracurricular activities:

Student Activity Card: \$30.00

o Covers admission to all extracurricular events

• National Honor Society: \$25

• Cheerleading: \$ \_\_\_\_

o Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$250

Football: \$ \_\_\_\_

- o Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$\_\_\_\_
  - o Students must provide their own golf shoes, undergarments, and clubs
- Track, Volleyball, Basketball, and Wrestling: \$\_\_\_\_
  - o Students must provide their own shoes and undergarments
- Future Farmers of America: \$500
  - o Students must purchase their own jackets and pay dues

7. **Post-Secondary Education Costs.** Some students enroll in post-secondary courses while still enrolled in high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$2,500 per course.
8. **Transportation Costs.** The district will charge students reasonable fees for district-provided transportation services to the extent permitted by federal and state statutes and regulations. The maximum dollar amount of the transportation fee charged by this district shall be \$0.67 per mile.
9. **Copies of Student Files or Records.** The school district will charge a fee for making copies of a student's files or records for the student's parents or guardians. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Students' parents have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records. The district will charge a fee of 0 cents per page for reproduction of student records.
10. **Participation in Before-School, After-School or Pre-Kindergarten Services.** The district will charge reasonable fees for participation in before-school, after-school or pre-kindergarten services offered by the district pursuant to statute.
11. **Participation in Summer School or Night School.** The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses. The maximum dollar amount for summer and night school shall be \$500.

12. **Charges for Food Consumed by Students.** The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

**Breakfast Program – Grades K-6**

Regular Price \$2.55

Reduced Price \$.30

**Breakfast Program – Grades 7-12**

Regular Price \$2.70

Reduced Price \$.30

**Lunch Program – Grades K-6**

Regular Price \$3.25

Reduced Price \$.40

**Lunch Program – Grades 7-12**

Regular Price \$3.65

Reduced Price \$.40

Second milk \$.40

Second entre \$.50

13. **Charges for Musical Extracurricular Activities.** Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band students must provide their own instruments.
- Swing choir students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$500.

14. **Contributions for Class Extracurricular Activities.** Students are eligible to participate in a number of extracurricular activities during their years in Junior/ Senior High school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund beginning in seventh grade. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$0 to \$100 per year.

**Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Students are not required to participate in the free or reduced-price lunch program to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal. Application forms are available in each school building office.

**Voluntary Contributions to Defray Costs.**

When appropriate, the district will request donations of money, materials, equipment, or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements, and staff members of the district are directed to communicate that fact clearly to students, parents, and patrons.

**Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

**Student Illness**

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and supports under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and arrange for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact

the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

### **Student Government**

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation, and scope of the student government shall be administered by the superintendent or designee.

### **Student Records**

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

**Directory Information.** FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children. The school district has designated the following as directory information:

name and grade, name of parent and/or guardian, address, telephone number, including the student's cell phone number, e-mail address, date and place of birth, dates of attendance, the image or likeness of students in pictures, videotape, film or other medium, major field of study, participation in activities and sports, degrees and awards received, social media usernames and handles, weight and height of members of athletic teams, most recent previous school attended, certain class work which may be published onto the Internet, classroom assignment and/or home room teacher, student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems (but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN),

password, or other factor known or possessed only the authorized user). Directory information does not include a student's social security number.

Directory information about students may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than **September 1, 2025**.

### **Non-Directory Information**

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or

a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

### **Transfer of Records Upon Student Enrollment**

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

### **Complaints**

Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605

### **Student Schedule Changes**

Student schedule changes may be made without penalty during the first three days of each semester. Drop and Add slips are to be obtained from the office of the Guidance Counselor and must be signed by the guidance counselor and building principal before they are presented to the teacher of the class that is to be added or dropped.

After the first week of the semester, students who insist on dropping a class, except for instances of an extended illness, will receive a "0" on their permanent records, and that grade will be averaged into the student's cumulative grade point average. If an extended illness makes it impossible or impracticable for a student to successfully complete a class or classes, the student may be allowed to withdraw from a class or classes as (WP)-Withdraw Passing or (WF)-Withdraw Failing. If permission to withdraw as WP or WF is given by the building principal and guidance counselor, the grade(s) will not be averaged into the cumulative grade point average of the student.

Before students are allowed to withdraw from a class as WP or WF, the student, the parents of the student, the guidance counselor, and the building principal must meet

and review the circumstances of the situation. All available means that could be utilized to allow the student to successfully complete the course(s) must be reviewed before permission to withdraw as WP or WF is given by the building principal and guidance counselor.

## **Tardiness**

A student who does not have a valid excuse for being tardy to any class may be required to serve detention. The tardy consequences are as follows:

3 Tardies is a 15-minute detention, 6 Tardies is a 30-minute detention, 9 Tardies is a 60-minute detention, 12 Tardies is a 120-minute detention and parents/guardians must meet with principal to formulate a plan to correct action. Tardies accumulating past 12 will result in consequences determined by administration. Tardies are tracked by each semester. Tardies will be reset at the beginning of each semester.

A student who does not have a valid excuse for being tardy to any class may be required to serve detention. The tardy consequences are as follows:

3 tardies is a 15-minute detention, each additional tardy will be five additional minutes or a maximum of 90-minutes. Any student who reaches 7 -tardies without serving their detention time will NOT be allowed to participate in extracurricular activities, (sports, dances, prom, field trips etc.) until the day after all detention time has been served.

Students will begin fresh with zero tardies at the start of the school year and beginning of second semester. If at semester a student still has not completed their detentions from the first semester they will still be required to complete those detentions the next semester; they will not be eligible to participate in activities until the day after all detention time has been served from the first semester or the carry over from second semester. Seniors who are anticipating graduation and in order to graduate must have their detentions served prior to graduation or have made arrangements with administration in order to graduate.

THIS TARDY PROCEDURE MAY BE ALTERATED OR ADJUSTED THROUGHOUT THE SCHOOL YEAR AS CHANGES MAY BE NEEDED

## **Telephone Calls**

The school's telephone may be used only with permission of staff.

## **Threat Assessment and Response**

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately

report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

## 1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
  - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
  - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
  - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
  - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
  - ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

## 2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such

reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

### **3. Threat Assessment Team**

The threat assessment (team) shall consist of the Superintendent, Principal Counselor and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

### **4. Threat Assessment Investigation and Response**

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results

of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

## **5. Communication with the Public about Reported Threats**

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

## **6. Coordination with the Crisis Team After Resolution of Threat**

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

## **Transportation Services**

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

### **Transportation to School**

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a short period of time so as not to jeopardize the time remaining for the rest of their schedule.

Non-resident or option enrollment students may ride the buses, but they will be charged a fee to be established by the board of education. The Superintendent will schedule bus routes, and questions concerning them should be directed to that office.

### **Bus Regulations**

Riding school vehicles is a privilege, not a right. The bus drivers have the same authority as teachers while transporting students. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct

while riding in school vehicles. If misconduct is recurring, the student will not be allowed to ride the bus.

a) **Rules of Conduct on School Vehicles:**

- 1) Students must obey the driver promptly.
- 2) Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
- 3) Students are prohibited from fighting, engaging in bullying, harassment, or horseplay.
- 4) Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
- 5) Students must remain seated and keep aisles and exits clear while the vehicle is moving.
- 6) Students are prohibited from throwing or passing objects on, from, or into vehicles.
- 7) Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
- 8) Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
- 9) Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
- 10) Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
- 11) Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
- 12) Students must respect the rights and safety of others at all times.
- 13) Students must help keep the vehicle clean, sanitary, and orderly. Students must remove all personal items and trash upon exiting.
- 14) Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
- 15) Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

b) **Consequences**

Drivers must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include a note home to

parents, suspension of bus riding privileges, exclusion from extracurricular activities, in-school suspension, short term or long term suspension from school, and/or expulsion.

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

### **c) Records**

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Requests to be dropped off at a point **not** on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of the non-route student presents written permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver).

### **Transportation to Activities**

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must submit a release form to the sponsor that has been signed by that student's parent.

## **Video Surveillance, Recordings, and Photographs**

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, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

### **Recordings Made by Parents/Guardians and Patrons.**

Parents/guardians and patrons may make recordings of school activities intended to be public in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without

permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 Plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

**Recordings Made by Students.** This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

### **Weather-Related School Closing**

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme heat, snow, or ice. School closings will be announced on radio station KRVN and television station NTV and **krvn.com**. The school website and social media accounts will have weather-related school closing information. Parents should assume that school is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students' home after contacting the district office. If schools are closed due to severe weather conditions, all after-school activities will be canceled.

### **Weather/Playground**

We ask that all students are sent to school with proper winter wear each day. Please review our weather conditions for outdoor recess below.

#### **Weather Conditions**

Students will play outdoors when:

- If the "feel like" temperature is 15 degrees or below students will not go outside for recess.

- There is light precipitation (e.g. snow flurries, drizzle)
- Snow is on the ground, depending upon how different play areas are affected

### **Playground/Field Conditions**

Students will be permitted to use playground equipment, grass area, and asphalt play areas when conditions are suitable for safe play. Safety considerations included:

- Equipment that is dry and ice free
- Fields that are not muddy or icy and asphalt play areas that are not icy
- Snow that is not deep enough to inhibit students walking/running

### **Withdrawal From School**

Students who are moving from the district must notify the school office.

### **Work Permits**

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

## **SECTION TWO ACADEMIC INFORMATION**

### **Academic Lettering**

A student in grades 9-12 is eligible for an academic letter if he/she achieves Honor Roll status in any three of the four quarters in a year.

### **Class Rank**

Student class rank shall be determined by using a numeric grade point average derived from all classes graded on a numeric basis. To be included in the class ranking, a student must have received a numeric grade for each core curriculum class in which he/she was enrolled. For the purposes of this policy, core curriculum shall include all courses in the areas of language arts, mathematics, science, and social studies.

Students who transfer into the school district will be eligible to be included in class ranking after two semesters of attendance.

Students who transfer into the school district in the middle of their senior year will be eligible to be included in class ranking, although a mid-year transfer will not displace the ranking of a student who has not transferred mid-year. In those circumstances there will be two students holding the relevant class ranking. Mid-year transfer students will not be eligible to receive senior awards such as valedictorian and salutatorian unless the student has been enrolled in the district's high school for the last two semesters.

### **Credit for Non-Academic Work**

Credit is not awarded for participation in extracurricular activities such as sports, speech, drama, etc. However, all such activities in which the student participates, as well as honors earned, are noted on the student's permanent record.

### **Correspondence and Online Courses**

Under certain circumstances, the school district will reimburse students for the cost of tuition, textbooks, and other mandatory class materials for high school correspondence or online courses that are not part of the school district's regular curriculum. To receive reimbursement, the student must: 1) pay all initial course costs when he/she registers for the course; 2) select a course that is not available in the school curriculum, nor is any comparable course available; 3) register for the course during a specific school period; 4) have a faculty member designated as course monitor; and 5) complete the course during the regular school semester(s).

The district will not be liable for the costs of such courses until the student has successfully completed the course according to the established timelines. After the student has completed the course and the district has reimbursed the student for

these costs, the textbooks and class materials shall become the property of the district.

## **Grades**

Students will receive letter grades for their academic core classes.

A+ = 98-100	A = 96- 97	A- = 93- 95
B+ = 91- 92	B = 89- 90	B- = 85-88
C+ = 83-84	C = 79-82	C- = 77-78
D+ = 75-76	D = 72-74	D- = 69-71
F = below 69		

The Honor Roll will have three levels:

High Distinction (95%+),

Distinction (93% or higher, but below 95%)

Honorable Mention (91% or higher, but below 93%)

Honor roll grades are rounded off to four places (90.5602 is not rounded off to 91, but to 90.56). Grade point averages are not rounded up.

A student may earn an incomplete when he or she fails to complete classroom assignments. Any student in grades 7-11 who receives an incomplete will have this grade recorded on his/her permanent record until the required work is completed to the teacher's satisfaction. If a student does not remove an incomplete by completing the minimum classroom assignments, the incomplete will be calculated as a failing grade in determining the student's grade point average.

If a student does not remove an incomplete by completing the necessary work within two weeks of the end of the grading period, the incomplete will become a failing grade that the student may make up only by taking the entire course again. The two-week period may be extended by mutual agreement of the teacher, principal, and student.

A student who receives an incomplete during his/her senior year must satisfactorily complete the classroom assignments to participate in the graduation ceremony. Seniors with "incompletes" will not be dismissed from school attendance until the classroom assignments are completed to the teacher's satisfaction.

## **Graduation Awards**

Graduating seniors will be awarded for their academic achievements during the annual commencement activities. The winners of these awards will be determined on the basis of student academic achievement in the core curriculum: English, mathematics, science, social studies, business education, foreign language, and computer science.

The valedictorian and salutatorian of the graduating class shall be the students with the highest and second highest cumulative percentage grade point averages

respectively in core curriculum course work completed in grades nine through twelve. These students will receive their awards during commencement exercises.

Students whose cumulative grade point average in core curriculum course work completed in grades nine through twelve ranks them in the top twenty-five percent of their class will be recognized during commencement exercises.

### **Graduation Requirements**

Students must earn 270 total credit hours of which 170 hours must come from classes in parentheses in order to graduate from high school.

Required courses and credit hours that students must complete in order to qualify for the Bertrand Community School Diploma are:

<b>COURSE REQUIREMENTS</b>	<b>CREDIT HOURS</b>
Language Arts	40
English 9, 10, 11, 12 (year 4 can be Eng. 12, Business English, or College English)	40
Math (Algebra I)	30
Social Studies (Geography, World History, Am. History, & Am. Government)	40
Science (Physical Science, Biology)	30
Vocational Arts/Speech	10
Health/Physical Education	10
Life and Career Readiness (senior year)	10
Electives 100	

Transfer students must meet the minimum hour requirement for graduation both in terms of total number and specific subject areas. Substitutions may be made for deficiencies in required courses, provided that it was not possible to include the courses on the student's schedule while enrolled at this school district.

Students who receive special education services are mainstreamed into the regular education curriculum when appropriate. The curriculum content of regular education classes may be modified to accommodate the individual needs and abilities of verified special education students. Each curriculum modification will be included on the student's Individual Education Plan by the Multi-Disciplinary Team and/or school staffing teams composed of special and regular education staff. Hours in special education will be counted toward a high school diploma.

Parents of students who may not qualify for their high school diploma because of academic deficiencies will be notified of this possibility by the beginning of the second semester of the student's senior year.

### **Homework**

Classroom teachers will often assign homework. Parents who have questions about homework or concerns about class work should contact the teacher. Questions not resolved by the teacher should be referred to the administration.

Each student is expected to spend some time preparing for studies outside of school hours. The amount of time that is needed will depend upon each student. Normally, at least an hour a day should be spent in preparing for an average assignment.

Students who struggle to complete assignments or who must spend an inordinate amount of time completing an assignment should seek the help and advice of their teachers and consult with the principal and/or the guidance counselor.

### **Honor Roll**

To qualify for the honor roll, students must be enrolled in a minimum of seven (7) classes, four of which must be from the core curriculum of English, mathematics, science, social studies, business education, foreign language, and computer science. Students who earn a quarter or semester academic average of 94% or better with no grade in any class lower than 90% will qualify for the honor roll.

### **Mid-Term Graduation**

Students are generally required to attend four years of high school (minimum of seven semesters) to be eligible to receive a diploma from the school district.

The Board of Education, upon receiving administrative recommendation, may grant mid-term exit from high school to students who have completed the requirements for graduation. To be considered for mid-term exit from high school, the student and his/her parents or guardian should apply during the first quarter of the student's senior year. The Board of Education will act on all requests. Any student who is granted mid-term exit from high school forfeits all privileges of high school enrollment, except the right to participate in commencement exercises.

### **Report Cards**

Report cards are sent home the week following the end of the nine-week reporting period. Mid-quarter reports are also sent to parents of students who are having difficulty in an academic subject.

## **SECTION THREE STUDENT DISCIPLINE**

## **General Discipline Philosophy**

The school district has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, school dances, graduation ceremonies and club activities, are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

## **Forms of School Discipline**

Administrative and teaching personnel may take actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, 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 during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School, 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. District administrators may develop building-specific protocols for the imposition of student discipline.

In this section, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this section shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this section may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **After School Sessions and Detentions**

Teachers and administrators may require students to stay after school or to serve a detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers.

Students who ride the bus home from school will be given a 24-hour notice of after-school time or a detention so that the parents may make plans to pick up the student the following day.

- After-school sessions will not exceed 60 minutes from the time of dismissal and are to be served in the teacher's room. A student who fails to attend an after school session may be given a detention by the teacher or may face additional disciplinary consequences up to and including long-term suspension and/or expulsion. A student who has a conflict with an after-school session is responsible for working it out with the teacher.
- Detentions are 15-60 minutes, served in the central office or the detention room designated by the building principal.

### **Saturday School**

The building administrator may require a student to attend Saturday School for four hours on Saturday morning. Saturday School is held from 8:30 AM to 12:30 PM in a classroom staffed by teachers, or administration. Students follow strict rules and must work on assignments the entire time, except for short breaks. Students who

do not follow Saturday School rules will be removed from the classroom and will face further disciplinary action.

### **In-School Suspension**

The building administrator may require a student to serve in-school suspension. Students may be required to attend up to six hours per day of school-sponsored suspension a day at a designated location where they will study and participate in campus clean up. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

### **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

### **Short-Term Suspension**

The Principal or the Principal's designee may exclude a student from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Any of the conduct described in the subsections under "Grounds for Long-Term Suspension, Expulsion, or Mandatory Reassignment" below irrespective of the location at which such misconduct; or
1. ~~Conduct constituting grounds for expulsion as hereinafter set forth; or~~
2. Other violations of rules and standards of behavior adopted by the board of education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he/she is accused of having done, an explanation of the evidence the authorities have, and an opportunity to explain his/her version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal 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 ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: Students will be afforded the same conditions as any absent student.

**Firearms.** No student may bring, possess, handle, or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy

**Definition of Firearm.** The term "firearm, as defined in 18 U.S.C. 921, means 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, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

**Exceptions Regarding Firearms.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

**Consequences - Firearm.** Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

## **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

## **Pre-Kindergarten through Second Grade Students**

An elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

## **Expulsion**

- 1. Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
- 2. 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. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel

the student, the student may be readmitted only by action of the board. Otherwise, the student may be readmitted by action of the Superintendent.

3. **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, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall provide either an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in Neb. Rev. Stat. 79-266.

#### **Grounds for Long-Term Suspension, Expulsion, or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, Neb. Rev. Stat. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes; The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school*

*purposes 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 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);*

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults that occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules, or a single violation if the conduct amounts to a criminal act, if such violations constitute a substantial interference with school purposes:
  - a. 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, sex, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation, or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;

- f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically); including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
- h. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent;
- i. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault;
- j. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to

humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

- k. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- l. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- m. Using any object to simulate possession of a weapon;
- n. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- o. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

The length of any suspension, expulsion, or mandatory reassignment shall be as provided or allowed by law.

### **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

- 1. The violation includes possession of a firearm;
- 2. The violation results in child abuse;
- 3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed by discipline from the school district;
- 4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students; or
- 5. It is a violation of the Nebraska Criminal Code that interferes with school purposes.

### **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion, or mandatory reassignment:

- 1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision

to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
3. 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 the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate

school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

## SECTION FOUR TECHNOLOGY USER AGREEMENT

### Section 1 iPad Loan Agreement

This equipment is and at all-time remains the property of Bertrand Community Schools, Bertrand, Nebraska, and is herewith lent to the Student/Borrower for educational purposes only for the academic school year.

Student/Borrower may not deface or destroy this property in any way. Inappropriate use of the iPad may result in the Student/Borrower losing his/her right to use this device. The equipment will be returned to the school when requested by Bertrand Community Schools, or sooner, if the Student/Borrower withdraws from Bertrand Community Schools prior to the end of the school year.

The District Property may be used by Student/Borrower only for noncommercial purposes in accordance with the District's policies and rules, the District's Code of Conduct, as well as local, state, and federal statutes.

Student/Borrower may not install or use any software other than software owned or approved by the District and made available to Student/Borrower in accordance with this Receipt and Agreement.

One user account with specific privileges and capabilities has been set up on the iPad for exclusive use of the Student/Borrower to which it has been assigned. The Student/Borrower agrees to make no attempts to change or allow others to change the privileges and capabilities of this user account.

The Student/Borrower agrees to make no attempts to add, delete, access, or modify other user accounts on the iPad or on any school-owned computer.

Bertrand Community Schools network is provided for the academic use of all students and staff. The Student/Borrower agrees to take no action that would interfere with the efficient, academic use of the network.

Identification label/tag have been placed on the iPad. These labels/tags are not to be removed or modified. If they become damaged or missing, contact the library immediately for replacements. Additional stickers, labels, tags, or markings are not to be added to the iPad.

#### iPad Repair costs

Bertrand Community School recommends that an Equipment Repair and Replacement package be purchased prior to the deployment of the iPad to your child. The cost is \$45.00 annually for each iPad. Each claim covered by the fee will be assessed an incremental deductible within the current school year. The claim deductibles are listed below.

\*Equipment Repair and Replacement package DOES NOT include cord, charger, or case of iPad.

Annual Premium Due at Registration	Deductible Claim #1	Deductible Claim #2	Deductible Claim #3
\$35	0%	50%	100%

Nebraska statutes 79-737 and 79-2,127 allow the District to obtain reimbursement from, or on behalf of, students for any damages to, loss of, or failure to return school property. The iPads were purchased and must be returned in good working order with all original parts.

A Google Apps for Education account is available for each Student/Borrower to use for appropriate academic communication with other students and staff members.

Student/Borrower acknowledges and agrees that his/her use of the District Property is a privilege and that by Student/Borrower's agreement to the terms hereof, Student/Borrower acknowledges his/her responsibility to protect and safeguard the District Property and to return the same in good condition and repair upon request by Bertrand Community Schools.

**Estimated Costs:**

- Cords: \$19
- Charger: \$38
- iPad Case: \$100
- Glass Replacement: \$125
- LCD Repair: \$160
- Full Replacement Cost (iPad, charger, cord, and bag): \$450

**Section 2 MacBook Purchase Agreement**

Juniors and Seniors will have the opportunity to enroll in a MacBook Purchase Agreement to use during their junior and senior years at Bertrand Community School. The students will be required to fill out an application/agreement for the MacBook. Upon successful completion of the application, the student will be enrolled in the MacBook program for two years (or one for the seniors for 2025-2026). Once a student is in the program, they must complete the (one year just this year) two-year process and at the conclusion, the student will own the MacBook. This will allow the student to use the MacBook for furthering their education past Bertrand Community School.

This program is optional for all juniors and seniors. This was made possible by a grant opportunity. The cost of the MacBook's is lessened due to educational and group buying discounts. If your child elects to enroll, they must complete the two year or (one-year program for this year's seniors). If students do not enroll in the program, they will still be given the option to get an iPad for educational purposes.

The MacBook's cost \$800.00 Over the one- or two-year time frame the students/families will pay for the computer and will own the MacBook at the conclusion of their senior year. Juniors will have the option to use and take the MacBook home over the summer entering their senior year if they enroll. Students who take them home will need to have them inspected by Bertrand Community School Technology staff before summer and when they return for their senior year. The students will have the opportunity to move all documents to a personal Gmail account and have it on their computer to take on to college or the work force.

Students must pay the \$35.00 Equipment Repair and Replacement Package.

\*Equipment Repair and Replacement package DOES NOT include cord, charger, or case of iPad.

Annual Premium Due at Registration	Deductible Claim #1	Deductible Claim #2	Deductible Claim #3
\$35	0%	50%	100%

The MacBook's will be paid in three installments. If you choose to pay all at once that is fine as well.

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### **Section 3 Taking Care of Your iPad/MacBook & General Precautions**

Students are responsible for the general care of the iPad they have been issued by the school. iPad that are broken or fail to work properly must be taken to the library.

- No food or drink is allowed next to your iPad.
- Charging cord must be inserted carefully into the iPad.
- Students are responsible for keeping their iPad's battery charged for each school day.
- Students are responsible for keeping their individual iPad in their possession at all times. Unattended iPads will be turned into the principal's office. Students will need to complete a written action plan to correct their inattentive behavior of school-owned equipment. Upon appropriate completion of the action plan the iPad will be returned to the student. Consequences will increase with repeat offenses listed below.

The protective cases provided with the iPads have sufficient padding to protect the iPads from normal treatment and provide a suitable means for carrying the device.

- iPads should always be in their protective case.
- To avoid placing too much pressure and weight on the iPad screen students should **NEVER put** the device in their backpack.
- Students should always carry their iPad in their hands.
- Clean screen with a soft, dry cloth (t-shirt material works best) or anti-static cloth

iPads are intended for use at school each day. In addition to teacher expectations for iPad use, school messages, announcements, calendars and schedules will be accessed using the iPad. Students must be responsible to bring their iPad to all classes unless specifically advised not to do so by the teacher.

If students leave their iPad at home they will be without the use of their iPad and apps for that day. If it is an absolute must the teacher may send the student to check out a laptop from the library if one is available and is returned at the end of the day.

A loaner device will be issued to a student when their iPads are in for repair. The same care and user agreements apply to the loaned device.

Leaving an iPad behind (i.e. in another classroom, in the commons area, on the bus) will result in a 15-minute detention, after school. Leaving an iPad behind two times will result in serving a 30-minute detention. An iPad left behind a third time will result in a 45-minute detention and an iPad left behind for a fourth time will result in a 60-minute detention. The detentions will be served either before or after school immediately.

iPads must be brought to school each day with a fully charged condition. In cases where the use of their iPad has caused batteries to run down, students may be able to connect their iPads to a power outlet in class or in the library. Playing games, watching videos and listening to music during the school day will wear down your batteries quickly.

- Inappropriate media may not be used as a screensaver.

- Presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drugs, gang related symbols or pictures and even toy guns and weapons will result in disciplinary actions.
- Sound must be muted at all times unless permission is obtained from the teacher for instructional purposes.
- Students may print to the library only with teacher permission during class or breaks.
- Students are solely responsible for their individually issued iPad and can at no time be responsible for another iPad that has not been issued to them. Any iPad found by a student must be turned into a teacher immediately.

## Section 4 Acceptable and Responsible Use Guidelines

The purpose of the 24/7 iPad Program, which is available to students in grades 7-12, is to enable students' increased access to the benefits of technology as an educational tool. The program also offers teachers the ability to move far beyond the textbook, to deepen the knowledge provided within their content areas, and infuse their curriculum with positive and successful information from around the globe. Possession of Bertrand Community Schools' iPad is a **privilege, not a right**. The iPad is an educational tool and should be used in that capacity only. Once issued, you are responsible for the iPad at all times.

1. Bertrand Community School District expects all areas of technology to be used in a responsible, efficient, and ethical manner in accordance with the philosophy of Bertrand Community School District.
2. Students must acknowledge their understanding of this policy as well as the guidelines. Failure to adhere to these standards may result in suspension or revocation of the offender's iPad and/or network privilege. There will be a form to sign for understanding of all technology acceptable use terms and guidelines.
3. The iPads are district property and all content will be monitored. Messages and/or Internet content relating to or in support of illegal activities will be reported to the authorities. Students have no expectation of privacy.
4. iPads will be subject to random inspections and will be turned over to district personnel upon request. Under no circumstance should iPads be left in unsupervised or in unlocked areas. Unsupervised or unlocked areas include the school grounds, the cafeteria, commons area, locker rooms, library, unlocked classrooms, dressing rooms, hallways and unlocked lockers. Any iPad unsupervised is in danger of being stolen. Unsupervised iPads will be confiscated by staff and taken to the Principal's office. Disciplinary action may be taken for leaving your iPad in an unsupervised area.
5. Personal files or pictures, that are not for a school project or activity, should be stored on your personal cloud storage.
6. Personal devices like a computer, Chromebook, or tablet are not allowed to be used at school.
7. iPads will be placed in the student lockers during lunch.

## Saving Files

1. Students will save their documents to Google Drive, Schoology, Notability, or save as a PDF file and email to themselves or the teacher it is to be turned in to.

## Email

1. Email for students was set up with educational purposes in mind.
2. Signing up for any account online or otherwise with your school email is strictly forbidden, with the exception of having permission from a teacher, administrator, or tech person. Subscribing to mailing lists, mass email messages, games or other services that generate several messages that can slow the system and will waste other users' time and access. (Ex: Facebook, Pinterest, YouTube, or other Social Media Sites)

3. Email and all other forms of electronic communication are to be used in a responsible manner. Students may not use vulgar, derogatory, or obscene language. Students may not engage in personal attacks or harass others.

4. Staff and student accounts are property of Bertrand Community Schools. Account passwords are managed in Google. We use password complexity to ensure protection. We reserve the right to change passwords when it is right to do so.

## Copyright Laws

1. The iPad should not be used to copy, download, upload, or share copyrighted materials without the owner's permission.
2. Material obtained through research on the Internet and then used in academic work is to be properly documented. Trademark and copyright laws must be followed. Plagiarism is a violation of the law. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music and text. Ignorance of the law is no immunity. If you have any questions about what constitutes a copyright violation please contact an administrator, media specialist, or teacher.
3. iPads may not be used to make sound and video recordings without the consent of all of those being recorded.
4. The user shall not use an iPad for unlawful purposes, such as illegal copying or installation of software.

## Abuse

1. Deliberate attempts to degrade/hack the network (servers, routers, switches, printers, firewall, etc.) or disrupt the system performance as a system administrator, will result in disciplinary action. Use or possession of hacking software is strictly prohibited and violators will be subject to disciplinary action
2. Installation of peer-to-peer file-sharing programs is strictly forbidden.
3. The user shall not let other persons use his/her name, login, password, or file for any reason.
4. Any attempt to alter data, the configuration of an iPad, or the files of another user without the consent of the individual, administrator, or technology administrator, will be considered an act of vandalism and is subject to disciplinary action.
5. The user shall not deliberately use the iPad to annoy or harass others with language, images, innuendoes, or threats.
6. The user shall not deliberately **access** or **create** obscene or objectionable information, language or images.
7. Anyone using the network or Internet for commercial, political campaign, or financial gain purposes, are prohibited.
8. **Do Not** reveal your full name or another person's full name, phone number, home address, social security number, credit card numbers, and passwords to people, online or otherwise.
9. The student will be responsible at all times for the appropriate use of the iPad that was issued to them. Non-compliance with any of the rules are subject to consequences for their actions
10. Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. The District cooperates fully with local, state or federal officials in any investigation concerning or relating to violations of computer and/or all electronic communication crime laws. Violation of applicable state or federal law, including the Nebraska Penal Code for Computer Crimes, will result in criminal prosecution or disciplinary action by the District.
11. Creating, uploading, or transmitting computer viruses.

12. Transmission of any material that is in violation of any federal or state law is prohibited. This includes, but is not limited to the following: confidential information, copyrighted material, threatening or obscene material and computer viruses.

13. Students may not access websites, newsgroups, or "chat" areas that contain material that is obscene or that promotes illegal activity. (Examples: Presence of weapons, pornography, alcohol, inappropriate language, drugs, and gang related symbols or pictures) will result in disciplinary actions. If a student does accidentally access this type of information, he or she would immediately notify a teacher, administrator, or tech personnel. This is not merely a request: it is a responsibility.

14. Use of the iPad (including "Instant Messaging") for anything other than a teacher-directed or approved activity is prohibited during the school day.

### Section 4 Warranty

1. This coverage DOES NOT provide for damage caused by fire, theft, loss, intentional or frequent damage or cosmetic damage.
2. Bertrand Community School Technology Department will coordinate all repairs with an authorized Apple Repair Service.
3. Under no circumstances are you to have the iPad repaired elsewhere.

If your iPad is stolen outside the school perimeters, you are responsible to file a police report within 24 hours of the theft. It is possible if you have car and/or house insurance that the theft may be covered, it's your responsibility to make the claim.

### Section 5 Offenses & Consequences\*

Level 1 Disciplinary Action	Level 1 Offenses
Loss of privilege to take iPad home for 2 days.	IPads left unsupervised or not in student lockers.
Loss of the iPad for the remainder of the day and the following week. Students require a written permission slip to allow iPad use in a class.	Making sound and video recordings without the consent of those being recorded.
Loss of the iPad for the remainder of the day and the following 2 weeks. Students require a written permission slip to allow iPad use in a class.	Any pictures or content of weapons, alcohol, drugs or gang related symbols or pictures found on the iPad.
Loss of iPad is determined upon administrative investigation.	Using the network or internet for commercial, political campaigns and financial gain.
	Altering a person's files.
Level 2 Disciplinary Action	Level 2 Offenses
Loss of all iPad for 1 week. Students require a written permission slip to allow iPad use in a class.	Accessing pornography on the internet or having pornographic materials on your iPad.

Loss of all iPad for 2 weeks. Students require a written permission slip to allow iPad use in a class.	Altering data or altering the configuration of a computer.
Loss of all iPad for 1 month. Students require a written permission slip to allow iPad use in a class.	Plagiarism
Loss of all iPad for 1 month. Students require a written permission slip to allow iPad use in class.	Using the Bertrand Schools student account inappropriately. Using the BCS email for accounts, Airdrop, messenger, and other forms of social media.
<b>Level 3 Disciplinary Action</b>	<b>Level 3 Offenses</b>
Loss of all iPad for 2 weeks. Students require a written permission slip to allow iPad use in a class.	Messages and/or Internet content relating to or in support of illegal activities will be reported to the authorities.

Loss of all iPad for 1 month. Students require a written permission slip to allow iPad use in a class.	Deliberate attempts to degrade/hack the network (servers, routers, switches, printers, firewall, etc.)
Loss of school device and suspension of Google account for 1 month and cyber security training.	Using personal technology devices (laptop or tablet) at school.
Loss of all iPad for 2 months. Students require a written permission slip to allow iPad use in a class.	Intentional damage to iPad.
Loss of iPad indefinitely upon administrative investigation. Suspension of student Google account. A written plan of permission and a call to the parents to allow iPad use in class.	Students harassing/bullying through Airdrop, email of school Google account, and/or device for personal use.

\*We reserve the right to adjust and/or modify these rules according to the offense. \*These disciplinary actions will be carried over from year to year on a case by case basis.

## **Section 6 Frequently Asked Questions**

### *1. How much will it cost to repair the iPad?*

Please refer to your iPad Policy and Usage Receipt of Notification and Understanding.

### *2. What if my iPad is stolen?*

Report to the library immediately and a police report must be filed by you and your parents within 24 hours after the theft.

*3. What happens if the iPad stops working?*

All iPad repairs must be reported to the Technology Department immediately. will coordinate the repairs. A loaner device will be available on a first-come, first serve basis for students while theirs is being repaired.

*4. Can I carry my iPad in my own case, bag, or backpack?*

**NO**, Students must carry the iPads in their hands. This is the only way to ensure adequate protection. especially to the screen of the iPad.

*5. Where do I go for technical support?*

To the library.

*6. What happens when I need technical help with my iPad at home or on the weekends?* In an emergency student may email-([support@bertrandvikings.org](mailto:support@bertrandvikings.org)) with their question, if they can wait until the next day or Monday morning.

*7. What if my parents/guardians do not want me to take my iPad home?*

You will be able to pick up your iPad from the library in the morning and return it to the library at the end of the day.

*8. What if I forget my iPad at home?*

As a responsible student, you must bring all the necessary tools with you to school each day. If you leave your iPad at home you will be without the use of their iPad and their files for that day. If it is an absolute must that they have a device, the teacher may send the student down to get a loaner laptop from the library if one is available and is returned at the end of the day.

*9. How do I deal with the battery limitation of an iPad?*

Students are responsible for fully charging their iPad at home every night. A fully charged battery should get at least six hours of use during the school day. Music, playing games or watching videos will drain the battery life quickly. Students may carry their power cords with them and if needed plug them to charge in a class or in the library. If the battery life seems to be draining within an hour or so after fully charging they can come to the library to have it checked out.

*10. Can I listen to music or check my email if I am finished with all of my school work?*

If abused, email can be taken away on a student by student basis. Profanity, explicit lyrics, and/or any derogatory language on the school-issued computer is against school policy and could be cause for disciplinary action. The Technology Dept. can see all email sent and received from each of the students.

*11. Where do I print?*

Over time, printing needs will decrease. Printing is for homework assignments only. If they need a black and white printed page they will be able to print to the Library printer or the printer outside of the Music Room. If they absolutely need a color printed page, the student will need to email the document to the teacher that the document is to be turned into and that teacher will print it in color for the student.

*12. Who is responsible for backing up my files on my iPad?*

Students are responsible to back-up their important school work to Google Drive and Notability. Bertrand Community School does not store any of the students' files on the server.

*13. What should I do with my iPad during the following incidents?*

**1. in between classes?**

iPads should be carried in their hands to their next class

**2. during lunch?**

The students leave their iPad in their student locker before they go to lunch.

**3. during PE class and sport practices?**

iPads should be stored in their student locker.

**4. during an away activity?**

iPads should be stored in their student locker.

*14. Can we take our iPad out of town on personal trips?*

Yes. Always remember that the focus of the iPad initiative at Bertrand Community School is on 24-7 learning. Being able to learn outside of the school building is a prime goal. Remember also that along with this privilege is a great responsibility. Students must responsibly protect and care for their iPads at all times.

*15. Can everyone in my family use my iPad?*

The students are ultimately responsible for their iPads: just like any other school-issued item.

*16. Can we use our own personal iPad or computer/device at school instead of the school-issued one?*

No. While at school, all will need to use the school-issued iPad or laptop. This will have access to the internet (which is filtered) and the programs needed by the students while at school. The student's personal computer or iPad must be left at home.

## **SECTION FIVE Activities Guidelines**

### **Introduction**

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Bertrand Public Schools provides students with the opportunity to participate in a comprehensive activities program that includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. This handbook is advisory and does not create a "contract" with parents, students, or staff. 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 is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises 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.

Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.

Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.

The provisions in this handbook are subject to change at the sole discretion of the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that it is up to date. If you have any questions regarding this handbook, please contact the Superintendent for assistance.

## **GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM**

### **Academic Eligibility**

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) requirements concerning scholastic 3427(see Section Three of this Handbook), (2) meet the requirements of board policy including all rules applicable to the activity, and (3) have not less than a 69% grade in two or more classes for a period of one week, or a grade less than 69% for two weeks to remain eligible to participate in any portion of the activities program. Participants must attend practices and participate in all conditioning during any period of ineligibility.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance or practice while serving a short-term suspension, long-term suspension, or expulsion from school.

### **Attendance at Practices and Contests and Events**

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances.

2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.

3. On the day of a contest, performance or other activity, be in attendance for the **full day**. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the principal.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

## **CHANGING SPORTS OR COMING OUT LATE**

With the coaches permission, a student may come out for a sport any time prior to the first varsity contest. The athlete must remain out of all competition a number of practice days equal to the number of practices missed. This would be the minimum restriction before a student could participate, but individual coaches may be more restrictive. Special consideration will be given in cases of extenuating circumstances, which could include (but not limited to) illness, injury, or a new student.

If an individual wishes to change sports, the following step(s) will be taken: The two coaches involved, along with the athlete and Activities Director will meet to discuss the situation; a decision will be made based on this discussion.

This procedure may not be used after the first scheduled activity in either sport, unless there are extenuating circumstances. NSAA guidelines pertaining to Student/Team Membership Requirements will also be taken into consideration.

## **Closings**

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be canceled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration. Unless the administration determines that it is permissible for the activity to continue as scheduled.

## **Colors**

The Bertrand School colors are blue & white.

## **Complaint Procedure**

To reduce conflicts in the school's activities program, students and/or their parents should use district's formal complaint procedure to manage conflicts about the program. The complaint procedure is printed in the school's student handbook and may be found on the district's web site: [www.bertrandvikings.org](http://www.bertrandvikings.org).

## **Concussion Awareness**

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

1. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury
  - Heads UP Concussions in Youth Sports
  - Concussion in Sports—What You Need to Know

- Sports Safety International
- Concussion Wise
- Active Athletic Concussion Training for Coaches; and

2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:

- 1 The signs and symptoms of a concussion;
- 2 The risks posed by sustaining a concussion; and
- 3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed healthcare professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

## **Dances**

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may be prohibited from participating in school dances as a consequence for violating school rules or these activity rules. School sponsored dances will end at midnight.

## **High School Dances**

All high school dances are restricted to Bertrand Community School students and their guests. Students bringing out of town guests must have them registered in the office prior to the date of the dance, they may bring only one guest, and guests must be 20 years or younger in age. Unregistered

guests, or guests 21 years or older will not be permitted into a Bertrand Community School dance. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional adult couple. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. **Students who are academically ineligible will not be allowed to attend school dances.**

### **Homecoming and Prom**

The Junior/Senior Prom is open to students and guests of the Bertrand High School junior and senior classes. Guests must follow all rules that the students must follow. Each student is responsible for his/her guest's conduct and filling out of town guest form in the office. Appropriate attire is required for these dances. No shorts and T-shirts will be allowed at the banquet or dance for Prom. Black dress jeans or blue jeans will be acceptable at Homecoming.

### **Electronic Communication**

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27"). Please see the Social Media Policy for School District Employees for further explanation.

### **Equipment**

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been check out to him/her and is lost or stolen.

### **Fundraising**

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district's policies, including applicable provisions specifically pertaining to Booster Clubs and PTOs for non-school-sponsored fundraising. Use of the school mascot shall not be permitted unless approved by the superintendent.

### **Individual Training Rules and Rules of Conduct**

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them.

### **Initiations and Hazing**

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

### **Injuries**

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant's parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

Note: The release requirement will be satisfied if the initial doctor's order specifies the duration of the student's restriction from participation and/or competition. Also see Concussion Awareness above.

### **Insurance**

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents' responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

### **Lettering Requirements**

The following guidelines will be used in determining students' eligibility for lettering:

#### **Cross Country:**

1. Must compete in at least half of the meets as a varsity runner.
2. The athlete must complete the season as a member of the team.

#### **Football:**

1. The athlete must be a member of the varsity team
2. The athlete must contribute to the team in team situations and practice.
3. The athlete must be regular in practice attendance.
4. The athlete must play in twelve (12) or more quarters of varsity games. a). Five (5) unassisted tackles in total games will equal one (1) quarter. (Three [3] assisted tackles will equal one [1] unassisted tackle.) b). If the athlete plays offensively for five (5) series of downs during one (1) quarter of varsity play, it is equal to one (1) quarter of play.
5. The athlete must be a member of the

squad at the end of the season. If a student is dismissed from the squad for any reason or quits after having lettered, the student will not receive a letter.

**Volleyball:**

1. The athlete must be a member of the varsity team.
2. The athlete must contribute to the team in game situations and practice.
3. The athlete must be regular in practice attendance.
4. The athlete must play in six (6) varsity sets (not games) during the season.
5. The athlete must be a member of the squad at the end of the season. If she is dismissed from the squad for any reason or quits after qualifying for a letter, she will not be awarded the letter.

**Basketball:** The athlete must participate in 25% of the total games, complete the season, and/or have the recommendation of the head coach.

**Boys and Girls Basketball**

1. The athlete must be a member of the varsity squad.
2. The athlete must contribute to the team in game situations and practice
3. The athlete must play in 25% or more quarters of varsity games.
4. The athlete must be regular in practice attendance.
5. The athlete must be a member of the squad at the end of the season. If the athlete is dismissed for any reason or quits after having lettered, the student will not be awarded a letter.

**Golf:** The athlete must participate in at least 3 varsity golf meets, complete the season, and/or have the

1. Participate at the varsity level in at least two (2) or more major invitationals.
2. Medal in the RPAC or district meet.
3. Medal in a major JV meet. (for JV golfers)
4. Complete the season in good standing on the team recommendation of the head coach.

**Track:**

1. The athlete must place in a major meet in either an individual or relay event.
2. The athlete can letter if the student records a time/mark (individual event) in a meet that would have placed the athlete in any major meet Bertrand participated in during the season.
3. The athlete must be regular in practice attendance.
4. The athlete must be a member of the squad at the end of the season. If the athlete is dismissed for any reason or quits after qualifying for a letter, a letter will not be awarded.

**Wrestling:**

1. Finish the season.
2. Place fourth or better at a major meet – OR
3. Place sixth or better at the District Meet – OR
4. Score eighteen (18) individual points which count toward team scores – OR
5. As a reserve, score thirty-six (36) team points in any reserve or exhibition competition – OR
6. Place first or second in a reserve tournament.

**Student Managers:**

The student manager must complete the season and have the recommendation of the head coach of the sport involved.

## **Instrumental and Vocal Music**

1. Participants must have a current average of 94% or better, and have had a 94% or better for the previous 3 quarters. Criteria for earning an "A" are posted in the music room and/or are available from the instructor.
2. Participants must demonstrate high quality rehearsal and performance habits, exhibit and encourage a positive attitude toward the music program, and demonstrate strong positive leadership skills.
3. Participants must attend all scheduled rehearsals, performances, and contests unless previously excused by the director.
4. Participants who have one "B" in any one of the previous 3 quarters may, at the discretion of the director, be allowed to make up for the "B" by earning 20 points in the fourth quarter. A list of approved activities and corresponding point values is available from the director.
5. Participants with any quarter of a "C" or more than one quarter with a "B" will not be eligible to letter in the activity.

### **Speech:**

The criteria for receiving a letter for Speech Competition will be based on the participant's commitment to preparation and participation. In order to letter, a participant must earn a minimum of 200 points. Points can be earned in the following ways:

1. Practice / Rehearsal with Speech Coach - up to 10 points per practice session; extemporaneous speakers must verify prep time equivalent to 10 practice sessions.
2. Performance - 20 points for performing at each speech meet, including invitationals, conference, district, and state.
3. If a participant attends a meet but scratches for any reason, no points will be earned and 10 points will be deducted from his/her point total.
4. If a participant does not show up for a meet for which he/she has been entered, 50 points will be deducted from his/her point total unless a parent or guardian has notified the Speech Coach with a valid excuse for the reason that the participant missed the meet.
5. If one person of an OID or Duet Acting group does not attend a meet for which he/she has been entered, he or she will lose 10 points. The remaining members of the group will be awarded 10 points for attendance even though they cannot perform.
6. Novice speech team members will earn 10 points for attending speech meets with the team, even though they are not competing, providing they support and encourage team members by watching their events.
7. Any participant who is reprimanded by a contest director for improper behavior at a speech meet will be penalized 50 points. If this happens more than once during any part of the season, the participant will be removed from the team. Parents of removed team members will be notified of the removal and the reasons for the removal.

### **Mascot**

The official emblem for boys' and girls' athletic teams is the Viking. The mascot cannot be used for non-school-sponsored purposes unless approved by the superintendent.

### **Practices**

The individual head coach or sponsor, in cooperation with the high school principal, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor.

To be eligible to practice, a participant must satisfy the following requirements:

1. Submit to the coach or sponsor a signed physical form and Activities Code that verifies that a physical examination has been completed and that the student and parent(s) understand the school's position regarding the use or possession of alcohol, tobacco, and other related drugs.

### **Secret Organizations**

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

### **Student Manager, Helpers, or Activity Aids**

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook.

### **Sunday and Wednesday Night Activities**

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices will be organized so that all participants are showered, dressed, and/or leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night.

The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday. Practices scheduled for a Sunday must have the prior approval of the activities director or building principal.

### **Transportation**

All participants are expected to ride to and from away activities by means of approved school transportation.

A participant may ride home with his or her parent/guardian only if the parent/guardian personally contacts the sponsor at the activity. A participant may ride home with an adult if the participant's parent/guardian has personally contacted the principal prior to the activity and the adult personally contacts the sponsor at the activity prior to leaving with the student. Parents are discouraged from requesting to take their children home after an away contest or performance. Travel to and from an event provides time for the students to further develop a strong team concept.

### **Weight Room**

The weight room has been developed to help each athlete, student, or adult in the community maintain a level of physical fitness. No one may use the weight room or equipment without proper supervision. Students enrolled at Bertrand Community Schools must be sponsored at all times by a parent/guardian or coach while using the weight room. The school will develop a

schedule for use of the weight room by athletes during the school year and during the summer months.

The weight room is a high demand area within the school facilities. The following guidelines will help determine the priorities in reference to use if more than one group desires to use the facility at the same time:

1. Physical education instruction
2. By the team sports, which are in season
3. Conditioning programs for athletes not currently out for a sport
4. Summer conditioning programs
5. Adult education

## **Available Activities at Bertrand Community School**

### **Athletic Teams**

Basketball (boys and girls)  
Cross Country  
Football  
Golf  
Track (boys and girls)  
Volleyball  
Wrestling (boys and girls)

### **Band**

The school district sponsors marching band, pep band, and jazz band when possible, in addition to concert band. Participants must be enrolled in band class in order to be eligible to participate in these groups.

### **Cheer Squad**

Participants are selected by the sponsor(s) or judges appointed by the sponsor. Members of the cheer squad will attend all home and selected away athletic contests.

### **One-Act Play Production**

The One-Act Play Production is open to all students interested in any aspect of theater and offers varying levels of involvement. The main focus of this club is to produce in the fall.

### **Future Farmers of America (FFA)**

FFA is an integral part of the agricultural education department and all students of that department are urged to belong. The activities include training in leadership, opportunities for travel and recreation, and safety and community service activities. Students may participate in field trips, conventions, judging contests, and hands-on experience.

### **B Club**

Any student who has lettered in any sport is eligible for membership. The purpose of the Club is to stimulate and encourage sportsmanship and to assist in bringing about a closer bond between students in all sports.

### **National Honor Society**

The National Honor Society is a national organization that recognizes student character, scholarship, leadership, and service to the school.

Student members shall be selected from the junior and senior classes by the high school faculty. Ten percent of the Junior and Senior classes will be selected each year. The results of the selection will be announced at an honors convocation

### **Student Council**

The purpose of student council is to arouse the spirit of loyalty toward the school, to promote good citizenship, to sponsor school activities, to extend the spirit of good fellowship throughout the student body, to foster a spirit of cooperation between the students and faculty, and to seek to develop a spirit of cooperation, good will, and better understanding with other schools. The organization, operation, and scope of the student government shall be administered by the Superintendent or designee.

### **Speech & Debate Team**

Students compete in 12 different categories of competition. These include debate, current events speaking, and several theatre-type acting events.

### **Yearbook**

The yearbook is published by the Journalism class along with the help of its teacher. The annual is financed partially by funds raised from the sale of the books.

### **Pep Rallies**

All pep rallies must be cleared by the Principal three (3) days in advance. In order to have administrative approval the pep rally must have a faculty sponsor. The sponsor should know the content of the pep rally and decide as to its appropriateness.

### **Student Council**

The purpose of the committee is to:

1. Advise the Principal of students' concerns. 2. Assist the Principal by providing student input in the making of rules and guidelines. 3. Provide student leadership in all areas of the school. 4. Be active in promoting positive school spirit and morale

Membership is composed of the presidents of each class, National Honor Society, and B Club, one elected representative from each class, and the elected student council member and president of the previous year's sophomore and junior classes. The student council may choose additional members to insure a fair representation of all the students. The student council will meet at least once every two (2) months or as needed during the school year.

## **NEBRASKA STATE ACTIVITY ASSOCIATION RULES**

### **Eligibility**

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws/>. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Student must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Student is ineligible if

nineteen years of age before August 1 of current school year. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of current school year.)

4. Student must be enrolled in some high school on or before the eleventh school day of the current semester.

5. Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.

6. Student must have been enrolled and received twenty hours of credit in school the immediately preceding semester.

7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.

8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, he/she has established his/her eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

**9. Student eligibility related to domicile can be attained in the following manners:**

- a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
- b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
- c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.

**d. If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.**

10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2023-23 school year prior to May 1, 2023; for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2023. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have

their enrollment forms signed, delivered, and accepted prior to May 1, 2023, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.

13. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp, or school. (\*Refer to NSAA Bylaw 3.5.1.1 for exception in Swimming and Diving.)

14. A student shall not participate on an all-star team while a high school undergraduate. 15. A student must maintain his/her amateur status.

### **NSAA Sportsmanship Rules**

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at

<http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts that may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction or discontinuance of a contest.

If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.

### **BERTRAND ACTIVITIES CODE OF CONDUCT**

All students associated with Bertrand Community Schools and participating in extracurricular or school sponsored activities (including all NSAA activities) are required to avoid conduct that is detrimental to the integrity of, and public confidence in, the school. Rules promoting lawful, ethical, and responsible conduct serve the interests of all people associated with the school. Illegal and irresponsible conduct puts people at risk, tarnishes the reputation of the offender and everyone else associated with the school, and undermines the public support and respect of the school district.

**Standard of Conduct.** Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and these Activity Participation Rules.

**Coach and Sponsor Rules.** Coaches and/or activity sponsors shall establish training rules or rules of conduct for participation in or attendance at the activity or event. General training rules or rules of conduct shall be established prior to the activity or event. This Code shall control in the event that there is a conflict with coach or sponsor rules.

**Prohibited Conduct.** Students in school-sponsored and/or extracurricular activities may not engage in the following conduct:

1. Receipt of a criminal citation by law enforcement for any reason.
2. Conviction of a crime in adult court or the adjudication of a criminal charge in juvenile court.
3. Any behavior that is illegal under the laws of Nebraska or the United States of America regardless of whether it results in a criminal charge or conviction.
4. Any conduct that substantially interferes with the educational process or disrupts the activity or event.
5. Possession, consumption, use, distribution, or being under the influence of alcohol, illicit drugs, tobacco, controlled substances, or any lookalike or imitations thereof; or being in the presence of alcohol, illicit drugs, controlled substances, or any lookalike or imitations thereof that are being possessed, consumed, used, or distributed by any person under twenty-one (21) years of age without parental supervision. "Lookalike or imitations" means substances such as K2 and products like electronic nicotine delivery systems, vapor pens, etc. (Note: the term "under the influence" for school purposes 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 on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes).
6. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.
7. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault.
8. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post, or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks, or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums; posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages, or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target.
9. Using any Internet or social networking websites to make statements, post pictures, or take any other actions that are indecent, vulgar, lewd, slanderous, abusive, threatening, harassing, or terrorizing.
10. Violating any school policy, handbook provision, or a coach's or activity sponsor's training rules or rules of conduct.

11. Dressing or grooming in a manner which is (A) dangerous to the student's health and safety or a danger to the health and safety of others, (B) lewd, indecent, vulgar, or plainly offensive, (C) materially and substantially disruptive to the work and discipline of the school or an extracurricular activity, (D) interpreted to advocate the use of illegal drugs or other substances by a reasonable observer.

12. Failing to report for an activity at the beginning of a season unless excused by the coach or activity sponsor.

13. Failing to attend scheduled practices and meetings unless excused by the coach or activity sponsor.

Such conduct is prohibited during the school year, regardless of whether it occurs on-campus or off-campus. School year means the period commencing on the first day of fall sports practice through the last day of spring sports practice, events, or attendance at school for a given school year.

### **Discipline:**

Students who violate any provision of these Activity Participation Rules may be subject to discipline up to and including expulsion from extracurricular activities and school sponsored events. (including but not limited to graduation ceremony and related activities). These disciplinary consequences and this Activity Code of Conduct are in addition to and do not prejudice, diminish, impede, or reduce any discipline that is authorized by the Nebraska Student Discipline Act, NEB. REV. STAT. §§ 79-254 to 79-294, Board Policy, or the Student Handbook. Disciplinary action may include a probationary period and conditions that must be satisfied prior to or following reinstatement. Administrators and coaches will take the following into consideration when making disciplinary decisions:

1. Any prior or additional misconduct;
2. The nature and seriousness of the offense;
3. The motivation for the offense;
4. The amount of violence involved;
5. The student's demeanor and attitude regarding the violation;
6. The actual, threatened, or potential risk to the student and others due to the student's behavior;
7. Whether the student has compensated or will compensate the victim in the event of property damage or personal injury;
8. Whether the circumstances of the violation are likely to recur;
9. The student's willingness to participate in evaluations, counseling, or other programs;
10. Any mitigating factors;
11. Any other relevant factors.

If suspended, the student must continue to participate in practices and conditioning during the suspension if required by the coach or activity sponsor. The failure to comply with the practice and conditioning requirement will make the student ineligible for reinstatement to the activity.

**Evaluation, Counseling, and Treatment.** Apart from any other disciplinary procedures, students who violate any provision of these rules may be required to undergo a formal clinical evaluation at the administration's/coach's/sponsor's discretion. Based upon the results of that evaluation, the student may be encouraged or required to participate in an education program, counseling, or other treatment deemed appropriate by the evaluating professional.

**Reporting of Incident.** Students shall report any violation of these rules to the coach, principal, or superintendent no later than 30 minutes after the beginning of the next school day after the violation has occurred. Failure to report an incident will constitute a violation of these rules and will be taken into consideration in making disciplinary determinations under this policy.

**Discipline Procedures.** Prior to any disciplinary action under this activities code, the following procedures shall be followed:

As used in this "Discipline Procedures" section, "Investigator" means the coach or activity sponsor of the team or activity in which the student is participating, or any teacher, school official, or school representative whom the Principal or the Superintendent has authorized to perform the duties and responsibilities of "Investigator" as described below.

1. The Investigator shall make an investigation of alleged violation and provide an opportunity for the student to present his or her version of the facts surrounding the alleged violation.
2. The Investigator shall consider all information obtained as a result of the investigation, including information obtained from the student, and shall render a decision regarding disciplinary action. Within a reasonable period of time of the Investigator's decision, the student and his/her parent or guardian shall be given written notice of the disciplinary action taken by the Investigator.

**Review of Investigator's Decision.** A student or the student's parents may, within five (5) school days of the notice of disciplinary action from the Investigator, notify the superintendent in writing of their request for a review of the coach or activity sponsor's determination. The superintendent or his or her designee shall review the situation and render a decision within three (3) school days from the date of the request for review. The superintendent's decision shall be in writing and shall be final.

**Misrepresentations.** Any misrepresentation of fact by a student regarding any alleged violation of these rules shall be considered a separate violation of these rules, and the student shall be subject to additional disciplinary action.

**Questions.** Any parent or student who has questions about board policy, this code, training rules, or rules of conduct of coaches or activity sponsors, or their interpretation or application shall consult with the activities director and/or the superintendent.

**Assistance.** Students are encouraged to consult with their coach, an administrator, a counselor, or a teacher to obtain access to educational, counseling, and other programs and resources that may be available to help avoid misconduct that may result in discipline under this policy.

## **A Parent's Guide to Concussions**

### **WHAT IS A CONCUSSION?**

A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness ("knocked-out") to suffer a concussion.

### **CONCUSSION FACTS**

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl's lacrosse, girls' soccer, boy's lacrosse, wrestling, and girls' basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.

- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms that interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize

## **WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?**

### Signs Observed by Parents or Guardians

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can't recall events prior to hit or fall
- Can't recall events after hit or fall

### Symptoms Reported by Athlete

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not "feel right"

## **WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?**

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to "diagnose" a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

### **WHEN IN DOUBT – SIT THEM OUT!**

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child's physician, explain what has happened, and follow the physician's instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent's doctor or emergency room immediately.

## **WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?**

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices.** The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a healthcare professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a step-wise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

*Step 1:* Light exercise, including walking or riding an exercise bike. No weight-lifting.

*Step 2:* Running in the gym or on the field. No helmet or other equipment.

*Step 3:* Non-contact training drills in full equipment. Weight training can begin.

*Step 4:* Full contact practice or training.

*Step 5:* Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

## **HOW CAN A CONCUSSION AFFECT SCHOOLWORK?**

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

## **WHAT CAN YOU DO?**

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

## **OTHER FREQUENTLY ASKED QUESTIONS:**

### **Why is it so important that an athlete not return to play until they have completely recovered from a concussion?**

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

### **Is a “CT scan” or MRI needed to diagnose a concussion?**

Diagnostic testing which includes CT (“CAT”) and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete’s story of the injury and the health care provider’s physical examination.

### **What is the best treatment to help my child recover more quickly from a concussion?**

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television, and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

### **How long do the symptoms of a concussion usually last?**

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

### **How many concussions can an athlete have before he or she should stop playing sports?**

There is no “magic number” of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete’s risk for further and potentially more serious concussions. The decision to “retire” from sports is a decision best reached following a complete evaluation by your child’s primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

## **I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?**

The issue of "chronic encephalopathy" in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions that happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from [A Parent's Guide to Concussion in Sports](#), National Federation of High School Associations.

Some of this information has been adapted from the CDC's "Heads Up: Concussion in High School Sports" materials by the NFHS's Sports Medicine Advisory Committee. Please go to [www.cdc.gov/ncipc/tbi/Coaches\\_Tool\\_Kit.htm](http://www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm) for more information.

## **SECTION SIX**

### **SECTION SEVEN School Wellness Plan**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.\*

#### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.

- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

## **2. Goals for Physical Activity**

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

## **3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities,

as well as encourage students to use active transport (walking, biking, etc.)

- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

#### **4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards
  - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

#### **5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

#### **6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart

Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.

- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a scoreboard with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

## **8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

a. Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.

b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during such

periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

d. **Other Exemptions.** The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.

e. **Other Limitations.** No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

## **9. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **10. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **11. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) found at <https://api.healthiergeneration.org/resource/2>.

# Title IX Policy

## Slim Version

**3057**

### Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## Full Version

**3057**

### Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any

of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Definitions. As used in this policy, the following terms are defined as follows:

- Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

- Formal complaint means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.

- Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

- Consent for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

- Sexual harassment means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- Sexual assault, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

- Sex Offenses, Forcible—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- Rape—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

- Sodomy—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- Sexual Assault With An Object—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- Fondling—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- Sex Offenses, Non-forcible—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- Incest—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

- Statutory Rape—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

- Dating violence, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

- who is or has been in a social relationship of a romantic or intimate nature with the victim; and

- where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship.

- The type of relationship.

- The frequency of interaction between the persons involved in the relationship.

- Domestic violence, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- Stalking, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

- fear for his or her safety or the safety of others; or

- suffer substantial emotional distress.

- Supportive measures are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district's Title IX Coordinator. district personnel will not retaliate against any individual based on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

## Response to Sexual Harassment

General Obligations. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's ability to impose discipline for off-campus misconduct does not necessarily constitute "substantial control" over the respondent and the context. The district's response to an allegation of sex harassment will treat complainants and respondents equitably.

Limitations on Discipline. No respondent will have disciplinary sanctions imposed upon him/her until the conclusion of the formal grievance process described below.

Emergency Removal. Disciplinary sanctions do not include removal on an emergency basis where the respondent is an immediate threat to the health or safety of another as a result of allegations of sexual harassment. The district also may place any employee on administrative leave during the pendency of the grievance process below.

## Grievance Process for Formal Complaints of Sexual Harassment

General Obligations. All Title IX team members and individuals carrying out district obligations will comply with the regulatory requirements of objective evaluations,

avoiding conflict of interest or bias, training, and protection of legally privileged information.

Presumption. It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

## Grievance Procedure

Time Frames. The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Range of Possible Sanctions and Remedies. At the conclusion of the grievance process, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion and/or immediate discharge from employment.

Separation of Roles. The decision-maker cannot be the same person as the Title IX Coordinator or the investigator(s).

Notice of Allegations. Upon receipt of a formal complaint, the district will provide notice of this policy and the allegations to all parties. The notice will include sufficient details known by the district at that time to provide sufficient time to prepare a response before any initial interview. Sufficient details, if known by the district, include the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. The district will provide notice of additional allegations revealed during an investigation to the parties.

Dismissal of Formal Complaint. The district must dismiss a formal complaint if the conduct alleged in the formal complaint, would not constitute sexual harassment even if proven; did not occur in the district's education program or activity; or if the conduct alleged did not occur against a person in the United States.

The district may dismiss the formal complaint if, at any time during the investigation or hearing, the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled in or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

The district will bear the burden of gathering evidence sufficient to reach a determination regarding responsibility. All parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The district may not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

All parties will have the same opportunity to be accompanied by the advisor of their choice in any meeting or grievance proceeding. This policy does not relieve the

advisor of choice of any other applicable legal obligations or limitations. The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

**Determination Regarding Responsibility.** Before the district reaches a determination regarding responsibility, each party may submit written, relevant questions of any party or witness. The decision-maker will provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition are never relevant. Questions about the complainant's prior sexual behavior are only relevant if those questions and evidence are offered (1) to prove that someone other than the respondent committed the conduct alleged by the complainant, or (2) are offered to prove consent and concern specific incidents of the complainant's prior sexual behavior with respect to the respondent. If the decision-maker decides to exclude a question because it is not relevant, he/she will explain the basis for that decision.

The decision-maker will issue a written determination regarding responsibility no sooner than ten days after the parties receive the final investigative report. The decision-maker will apply the preponderance of the evidence standard. The written determination will include:

- Identification of the allegations potentially constituting sexual harassment;

- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

- Findings of fact supporting the determination;

- Conclusions regarding the application of the district's code of conduct to the facts;

- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

- The district's procedures and permissible bases for the complainant and respondent to appeal.

The district will provide the written determination to the parties simultaneously. If neither party timely appeals, the determination becomes final. If a party appeals, the determination will become final on the date that the district provides the parties with the written determination of the result of the appeal.

Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the

fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal.

Grounds for Appeal. Appeals are limited to the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

The district will give both parties a reasonable, equal opportunity to submit a written statement that supports or challenges the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Informal Resolution. The district may informally resolve allegations without completing the grievance procedure with the written consent of all parties. The process may not be used when allegations involve an employee harassing a student. As part of this process, the district will provide to the parties in writing a notice stating:

- the allegations;
- the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Recordkeeping. The district will maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;
- Any appeal and its result;
- Any informal resolution and its result; and

- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website, then the district will make these materials available upon request for inspection by members of the public.

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

Retaliation Prohibited. Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under

this section, provided that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.

Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

Application Outside the United States. The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

Scope of Policy. Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



**SECTION EIGHT**

**FORMS**

This section contains forms that students and their parents must complete and return to the school office **NO LATER THAN** August 23, 2025.

**EFFECTIVE AND EXPIRATION DATES**

This coverage is effective from the date of this request form and premium payment is received by the school through the date at which the computer is requested to be returned in good order to the school.

**PREMIUM**

The total premium cost is \$35.00 per school year. Partial semesters are not refundable.

It is agreed and understood that:

- Bertrand Community School will offer coverage to all students.
- Premium coverage on Ipads is voluntary.
- A separate application will be needed for each computer/ipad covered.

Please check one of the following options:

PREFERENCE      NOTE

\_\_\_\_\_ I accept and will abide by the Bertrand Community School iPad Policy & Usage handbook.

YES, I would like to purchase the Bertrand Damage/Loss Cooperative through the Bertrand Community School in the amount of \$35 per student.

Cash      Check # \_\_\_\_\_

\_\_\_\_\_ I accept and will abide by the Bertrand Community School iPad Policy & Usage handbook.

NO, I decline service at this time, and I understand that I am responsible for 100% of any damage or loss to the loaned iPad.

Premium insurance coverage on laptop/MacBook is **REQUIRED!**

The MacBook's will be paid in three installments. If you choose to pay all at once that is fine as well.

The payments will be as follows for juniors:

- August 2025-\$300.00
- April 1st 2026-\$250.00
- August 2025-\$250.00

The payments will be as follows for the seniors:

- August 2025-\$300.00
- December 1st 2025-\$250.00
- April 1st 2026- \$250.00

\_\_\_\_\_  
Print Full Name Here

\_\_\_\_\_  
Grade

---

Student Signature

---

Date

---

Parent Signature (required)

---

Date

**MANDATORY DRUG TESTING POLICY FOR STUDENTS INVOLVED IN EXTRACURRICULAR ACTIVITIES OR THAT HAVE VOLUNTARILY BEEN PLACED IN THE DRUG TESTING PROGRAM BY THEIR PARENT/GUARDIAN AT BERTRAND COMMUNITY SCHOOL**

**Extracurricular Drug Testing Program**

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right.

Students in all extracurricular activities in grades 9-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

**DEFINITIONS**

DPA: A national certified Drug Program Administrator, which shall use a certified laboratory in testing of samples. The Board will choose a nationally certified DPA for the purpose of determining through random selection the student(s)/participant(s) to be tested.

DPC: The Drug Program Coordinator shall be the building Principal/Activities Director or his/her designee

MRO: Medical Review Officer

1. Purpose of Random Drug Testing
  - a. To provide for the health and safety of all students;
  - b. To undermine the effects of peer pressure by providing legitimate reason for students to refuse use of illegal drugs and/or alcohol;
  - c. To identify students who use illegal drugs and/or alcohol; and
  - c. To encourage students who use illegal drugs and/or alcohol to participate in appropriate treatment programs.
  
2. Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook. An orientation for students and parents (new to the school/policy) will be held at the start of the school year to talk about the policy and procedures.
  
3. Activity Programs: Any activity that meets the guidelines of an extracurricular activity at Bertrand Community School, which shall include the following but not limited to:  
football, volleyball, boys and girls cross country, boys and girls' basketball, wrestling, boys and girls track, golf, cheerleading, student council, National Honor Society, FFA, quiz bowl, speech, play production, band (except for holiday and spring concerts), chorus (except for holiday and spring concerts), "B" Club, and homecoming royalty candidates and/or attendants, attending the Homecoming/Spirit Dance/Prom dance

#### 4. Students Who Are Required to Submit to Drug Testing

a. Grades. All students in grades 9-12 who participate in any extracurricular activity or competition listed above are part of the pool subject to random drug testing.

b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to try out for, practice with, or participate in the extracurricular activity. The consent form is attached to this policy.

c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire school calendar year, from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. A participant may be subject to testing at any time during the said school calendar year . Any student who tests positive will be required to test at every testing period during the school year.

d. Withdrawal. Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). A student for whom a Drop Form has been submitted shall be ineligible for participation in school sponsored competitive extracurricular activities for 365 days from the date the Drop Form is submitted. Students have a fifteen-day grace period for reconsideration of a Drop Form. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from Activity form is received by the Drug Program Coordinator.

5. Drugs. Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:

a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 et seq.

b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;

c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in NEB. REV. STAT. § 48-1902(1).

#### 6. Testing Procedures

a. Student Selection. All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing. The DPA will identify students on the master by number. Bertrand Community School does not take part in the student selection process, it is done by the contracted company for the district.

b. Reasonable Suspicion Testing. In addition to random drug testing, a student is subject to drug testing at any time when the Drug Program Coordinator determines there is individualized reasonable suspicion

based upon articulable facts to believe that the student has used a drug. The Drug Program Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.

c. Parental Request. Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non-random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.

d. Type of Test. The school district reserves the right to utilize breath, saliva, hair, urinalysis, or any other reliably recognized testing procedures. Urine and oral fluid samples, which screen positive will be confirmed by GC/MS (Gas Chromatography/Mass Spectrometry). Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester). Other testing methods will be confirmed via industry-recognized processes and equipment.

e. Collection Site. The Drug Program Coordinator will designate the collection site at which student will provide specimens. The collection site may be off the premises of the school district.

f. Sample Collection. Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.

g. Collection Procedures. The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.

h. Drugs. Students may be randomly tested for any drugs, including but not limited to alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.

i. Results. The DPA shall notify the student and the Drug Program Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The

MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Program Coordinator of the positive test result. The Drug Program Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.

j. Request for a Retest. A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Program Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

k. Scope of Tests: The drug screen tests for one or more illegal drugs and/or alcohol. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after the selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.

l. Non-Punitive Nature of Policy: No student shall be penalized academically for testing positive for illegal drugs or alcohol. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified in a reasonably timely manner by the district.

7. Consequences for Testing Positive. Whenever the test results indicate the presence of drugs, Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The Drug Testing Policy consequences shall follow the same/existing guidelines that are currently in the Bertrand Community School Activities Guidelines. (All offenses are cumulative in grades 9-12):

Students lose the opportunity to self-report once they are randomly selected for testing.

First Offense - For the use or possession of alcohol or other controlled substances, the student shall be suspended for fourteen (14) calendar days, starting with the day/date of the first activity that the student is eligible for. The suspension may be lessened to seven (7) calendar days if the athlete is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to seven (7) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. Also, the participant will not be nominated for any post-season honors and will lose all points acquired for the outstanding athlete award for that sports season.

Second Offense - Suspension for thirty (30) calendar days, starting with the day/date of the first activity that the student is eligible for, and both the parents and student will be required to participate and

complete a drug and alcohol program approved by the school for use or possession of alcohol or other controlled substances. All financial obligations incurred for the counseling will be the responsibility of the student and/or his/her parents. This suspension can be lessened to fourteen (14) calendar days and drug and alcohol program if the participant is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to fourteen (14) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. In addition, the participant will not be nominated for any post-season honors for the activity the violation took place during and they will lose all outstanding athlete awards points accrued during that sport season. Proof of enrollment and continuation of the drug and alcohol program is required before returning to any activities.

Third Offense - Suspension for ninety (90) calendar days, starting with the day/date of the first activity that the student is eligible for, and both the parents and student will be required to participate in a minimum of at least two (2) sessions of a drug and alcohol counseling program approved by the school for use or possession of alcohol or other controlled substances. All financial obligations incurred for the counseling will be the responsibility of the student and/or his/her parents. This suspension can be lessened to forty-five (45) calendar days and drug and alcohol program if the participant is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to forty-five (45) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. The participant will not be nominated for any post-season honors for the activity the violation took place during and they will lose all outstanding athlete awards points accrued during that sport season. Proof of enrollment and continuation of the drug and alcohol program is required before returning to any activities.

Fourth Offense - Suspension for one hundred eighty (180) calendar days, starting with the day/date of the first activity that the student is eligible for, and both the parents and student will be required to participate in a minimum of three (3) sessions of a drug and alcohol counseling program approved by the school for use or possession of alcohol or other controlled substances. The student must remain in drug and alcohol counseling for at least one calendar year. All financial obligations incurred for the counseling will be the responsibility of the student and/or his/her parents. This suspension can be lessened to ninety (90) calendar days and drug and alcohol program if the participant is willing to file a legal police report naming the supplier of the alcohol and/or controlled substance in use. The suspension may also be lessened to ninety (90) calendar days, if the student Self-Reports their infraction – within seven (7) calendar days of the incident. The participant will not be nominated for any post-season honors for the activity the violation took place during and they will lose all outstanding athlete awards points accrued during that sport season. Proof of enrollment and continuation of the drug and alcohol counseling program is required before returning to any activities, and the administration may ask for proof of continued enrollment at any time throughout the one-year counseling program.

Fifth Offense - The fifth offense will result in suspension from all activities participation indefinitely. Reinstatement, if ever, will be reviewed and handled by the administration.

#### 8. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall be deemed to have submitted a positive test.

#### 9. Tampering

Tampering is the use of any agent or technique, which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the Drug Program Coordinator determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test. Additionally, the consequence will advance one level in the disciplinary scope and sequence based on the student's current or past violation(s) of the policy.

Example, if it were the student's first violation, the consequence would equal a second offense.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties set forth in this Policy.

#### 10. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Program Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents.

This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug testing results with any law enforcement agencies.

#### 11. Appeal.

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a substance prohibited by this policy. There shall be no appeal of the test result to any school administrator or the board of education.

#### 12. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

BERTRAND COMMUNITY SCHOOL 9-12 STUDENTS ONLY

OPTION 1: CONSENT TO PERFORM RANDOM DRUG TESTING 2025-2026

\*We understand and agree that participation in extracurricular activities is a privilege that may be withdrawn for violation of the Extracurricular Drug Testing Policy.

\*We have read the Extracurricular Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.

\*We understand that when students participate in any extracurricular activity, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity. We have read this consent and agree to its terms.

\*We understand this is binding while a student is enrolled in Bertrand Community School.

CONSENT TO PERFORM DRUG TESTING

We hereby consent to allow the student(s) named on this form to undergo drug testing for the presence of drugs and alcohol in accordance with the Extracurricular Drug Testing Policy adopted by the Board of Education. We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy. We understand these results will be forwarded to the school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.

We understand that consent pursuant to this Consent to Perform Random Drug Testing will be effective for all extracurricular activities in which this student might participate during the current school year.

We hereby release the Bertrand Community School Board of Education and its employees from any legal responsibility or liability for the release of such information and records, pursuant to the policy.

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BERTRAND COMMUNITY SCHOOL 9-12 STUDENTS ONLY

OPTION 2: WITHDRAWAL OF STUDENT FROM ACTIVITY 2025-2026 SCHOOL YEAR

\*We understand that by signing this form I am rescinding my permission for random drug screening and no longer wish to participate in ANY extracurricular activity. I further understand that I am forfeiting my privilege to participate in athletics and/or extracurricular activities for 365 days from today.

\*We hereby rescind my consent to the administration of the drug screening and forfeit all participation in extracurricular activities for 365 days at the school district.

Student Name (Print) Student Signature      Grade    Yes, I consent Option 1      No, Withdraw Option 2

\_\_\_\_\_  
Printed Name of Parent/Guardian

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

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

