

Arapahoe Public School Board Meeting Agenda
Arapahoe Public School Board Room
Tuesday, July 11, 2023 at 7:00 PM
610 Walnut St., Arapahoe, NE 68922

Mission Statement

Arapahoe Public Schools is equipped to motivate students in a safe and positive environment while preparing them to be successful and responsible citizens within a global society.

Belief Statement

The Arapahoe Public Schools believes that education must serve the individual pupil in light of his/her capacities and abilities as well as provide a suitable and well-balanced learning environment in the areas of physical, mental, emotional, cultural, social, moral and spiritual maturity.

About the Agenda

- 1) Opening the Meeting
 - a) Call to Order
 - b) Pledge of Allegiance (Carpenter)
 - c) Nebraska Open Meetings Act
 - d) Publication of Meeting/Sign Acknowledgement of Receipt of Meeting Notice
 - e) Roll Call
 - f) Excuse Board Member Absences
- 2) Welcome Visitors
- 3) Approval of agenda as presented
- 4) Reports
 - a) Board Committee(s)
 - b) Board Member(s)
 - c) Superintendent Report
- 5) Discussion Item(s)
 - a) Annual Review of Attendance and Excessive Absenteeism Policy 5001.
 - b) Annual Review of Bullying Policy 5054.

- c) Board Meeting dates for 2023-2024 school year.
 - d) Weight Room Use Agreement
- 6) Action Item(s)
- a) Consent Agenda, including Minutes and Financial Reports
 - b) Claims
 - c) Hold Public Hearing to discuss, consider and receive input on the proposed Parental Involvement Policy 5018 for the 2023-2024 school year
 - i) Discuss, consider and take action on approval of Parental Involvement Policy 5018 as presented or amended.
 - d) Hold Public Hearing to discuss, consider and receive input on the proposed Student Fee Policy 5045 for the 2023-2034 school year.
 - i) Discuss, consider and take action on approval of the 2023-2024 Student Fee Policy 5045 as presented or amended.
 - e) Discuss, consider, and take action on approval of the Staff Handbook and the Student-Parent Handbook (including PK and Activity program information) for the 2023-2024 school year.
 - f) Discuss, consider, and take action to adopt a resolution increasing the school district's base growth percentage by up to seven percent (7%) for the 2023-2024 budget.
 - g) Discuss, consider, and take action on approving the revised policies for 2023-24 from KSB as presented.
 - h) Discuss, consider, and take action on the purchase of a 2008 Collins 14-passenger Mid-Bus from Nebraska/Central Equipment for \$20,000.
- 7) Personnel
- 8) Future Meetings
- a) Finance Committee Meeting - August 14, 2023 - 6:30pm
 - b) Regular Board Meeting - August 14, 2023 - 7:00pm
- 9) Adjourn

* **Closed Session:** If during the course of the meeting, discussion of any agenda item should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

1. Protection of the public interest; or
2. The prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.
3. Negotiations

Copy of Open Meetings Act: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room.

Arapahoe-Holbrook Public Schools
Superintendent Report to Board of Education
July 11, 2023

Building & Grounds

1. HVAC Jr/Sr High Wing Project - Our HVAC project for the 7-12 wing of the building should be finished soon. All the ductwork is in and the AC is running in the classrooms. The single unit heater needs to be installed in the mechanical room, and there is a little bit of insulating to be done on some piping outside. Expect to be approving the final bills for the project at the August board meeting.
2. HVAC (Ag Classroom) - The new unit for the Ag classroom should be installed before the end of July.
3. Playground Equipment - The playground equipment arrived on July 7. The mulch is scheduled to be delivered July 11. A group of about 10 volunteers has been lined up for installation on July 14 & 15.
4. Classroom Flooring - The carpet installation in the Vocal classroom is done. The remaining balance owed is on the list for this month's bills. We will plan on having the Ag classroom flooring changed out next summer. The other classroom flooring project on our list is the Band room, but we're not sure if that will be tile or carpet. The new band teacher will be involved in those discussions during the course of this year.
5. PK Window Replacement - The quote to replace the PK windows for \$15,492.05 was signed and returned. Installation will begin on July 17 and will be done before July 21..

Finances

1. Budget for 23-24 - The new elements in school finance, combined with increased property valuations in our district pretty much guarantees that our levy will go down significantly for the next school year. Our Property Tax asking will also be less than the 22-23 fiscal year, so there will be no need for the Joint Tax Hearing that we were close to needing last September.

Other

1. Policy Updates - The policies approved during the last school year will go into effect starting August 1 for our new school year. Nineteen (19) of those policies have revisions provided by KSB for the 23-24 school year due to the recent legislative session. We will have all of our new policies organized and accessible on our website by the start of the school year.

2. Start of Year Activities/Schedule - We will have a final version of the 23-24 start of year activities/training/in-service schedule completed this week and sent out to all employees by mid-July. I'll email a copy of that info to the board when we send out the mailing.
3. Board Meetings - A discussion item on the board meeting schedule for the 23-24 school year is on the agenda. We will continue with our traditional 2nd Monday of each month with a 7pm start for regular meetings unless there is need to make a change.
4. Staffing - We have filled our certificated and classified staff needs for the 23-24 school year.

5001

Compulsory Attendance and Excessive Absenteeism 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 temporary 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 and 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 and submit it to the superintendent using the form which is attached to this policy. 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 (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
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 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty 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 23 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.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5054 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” 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.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. 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.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time

of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district’s antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district’s student assistance team.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review. The school district shall review this policy annually.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Arapahoe-Holbrook Public School
2023-2024
Board of Education
Meeting/Workshop/Hearing Dates

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Type</u>	<u>Location</u>
8/14/23	Monday	7:00pm	Regular Mtg.	Dist. Learn. Rm
8/22/23	Tuesday	7:00pm	Budget Workshop	Board Room
9/11/23	Monday	6:30pm	Budget Hearing	Dist. Learn. Rm
9/11/23	Monday	To follow B hearing	Tax Req. Hearing	Dist. Learn. Rm
9/11/23	Monday	To follow TR hearing	Regular Mtg	Dist. Learn. Rm
10/9/23	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
11/13/23	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
12/11/23	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
1/8/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
2/12/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
3/11/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
4/8/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
5/13/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
6/10/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm
7/8/24	Monday	7:00pm	Regular Mtg	Dist. Learn. Rm

Arapahoe-Holbrook Public Schools Usage Application and Agreement

Pursuant to Arapahoe-Holbrook Public Schools ("District") board policy, the district permits patrons to use certain district facilities on an individual, non-commercial basis upon only one application and upon signing a release, waiver, and agreement. These facilities include: weight room and other areas designated by Administration including _____. All other facility uses must be approved pursuant to the District's facility use policies and practices.

Applicant Last Name	First Name	Middle Initial	
Street Address	City	State	Zip
Birth date: _____		Home Phone: _____	
Work Phone: _____		Cell: _____	
Name of Emergency Contact: _____			
• Home Phone: _____ Work : _____ Cell: _____			
• Relationship of Emergency Contact: _____			
• Email of Emergency Contact: _____			

Key # _____

Rules and Regulations: By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the facilities, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

Services and Access: The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours. You will be provided a key to access the facilities. There will be no charge for an initial card key. Replacements for lost/stolen/damaged keys will be \$10.00.

Superior Interest in Usage. The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring and Other Security Measures. The District uses security measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the facilities will be available to me only during hours designated by the administration, and that I am responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance.

Eligibility for Access. I understand that the facilities are designated for use by those residing within the Arapahoe-Holbrook Public School district boundaries who are age 19 or older, or students and graduates of AHPS under the age of 19 who have successfully completed at least 1 semester of instruction in the AHPS Strength and Conditioning class list.

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center, including but not limited to:

- I will NOT provide my keycard to any other person for their use.
- I will wear attire that is appropriate for exercise in a school setting, according to the guidelines established for students of AHPS
- I understand that I shall confine my presence to the weight room and/or gym and that I will follow any posted rules in the area.
- I understand that my PK-12th grade children not issued an individual keycard must be supervised by an adult at all times when using the facility. The supervisor must check them in and remain in the gym and/or weight room during the activity.
- In the event you are allowing others who have not been assigned keycards to utilize the facility with you (i.e. significant other, spotter, etc.), the other individuals must be signed in and you will be responsible as the owner of the keycard to ensure said individuals adhere to the guidelines as listed.
- I understand that I shall use the premises and equipment as designed and intended, and that I am responsible for the condition of the premises and equipment following my use. Any damage to the premises or equipment is to be reported as soon as possible.
- I understand that I shall enter and exit the premises at Weight room door #10 on the north side of the building.
- I understand that access to the exercise facilities will be restricted to: 5:00am-6:30am and 7:00pm-10:00pm weekdays during the school year and 6:00am-8:00pm on weekends. Summer time access will be restricted to those times when it's not in use by Arapahoe-Holbrook student-athletes. Use of the facilities when school events (i.e. basketball games, volleyball games) are scheduled is not permitted unless otherwise published through official AHPS channels.
- I understand that the facilities are monitored by security cameras at all times and a record of my keycard usage is kept.
- I understand that a violation of rules/guidelines as determined by AHPS administration or designee will result in loss of the privilege to use the facility for 3 months on the first occurrence, and 12 months on the second occurrence. A third occurrence will result in permanent removal from consideration for being issued a keycard to use the facilities.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____ Age: _____ Date: _____

Signature: _____

PARENT OR GUARDIAN IF USER IS Current Student or Graduate of AHPS, but UNDER AGE 19:

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Student's Name: _____ Student's Birthdate: _____

Student's Signature: _____

Father's Name: _____

Mother's Name: _____

Father's Signature: _____ Date: _____

Mother's Signature: _____ Date: _____

For Office Use ONLY

Received by AHPS Representative:		
_____	_____	_____
Signature	Position	Date

**MINUTES OF THE MEETING OF THE BOARD OF EDUCATION OF ARAPAHOE-HOLBROOK PUBLIC SCHOOLS
FINANCE COMMITTEE**

A meeting of the Board of Education of Arapahoe-Holbrook Public Schools Finance Committee was convened on June 12th, 2023, at 6:35 pm in the Board Room, 610 Walnut Street, Arapahoe, Nebraska.

Board Member(s) Present: Chad Carpenter, Dan Warner, and Leigh Zodrow.

Board Member(s) Absent: None.

Staff Present: Bob Drews, Superintendent, and Cassie Hilker, Board Secretary.

Staff Absent: None.

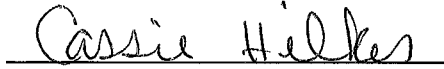
The committee reviewed the documents/reports provided.

The committee discussed the following items/topics:

- New Property Tax Legislation (limits).
- State Aid.
- Claims.
- Classified Staff Wage Increase.

The meeting ended at approximately 6:50 pm.

ATTEST:



Cassie Hilker, Secretary

**MINUTES OF THE MEETING OF THE BOARD OF EDUCATION OF ARAPAHOE-HOLBROOK PUBLIC SCHOOLS
BUILDING & GROUNDS COMMITTEE**

A meeting of the Board of Education of Arapahoe-Holbrook Public Schools Building & Grounds Committee was convened on June 12th, 2023, at 6:00 pm in the Board Room, 610 Walnut Street, Arapahoe, Nebraska.

Board Member(s) Present: Chad Carpenter, Dan Warner, and Leigh Zodrow.

Board Member(s) Absent: None.

Staff Present: Bob Drews, Superintendent, and Cassie Hilker, Board Secretary.

Staff Absent: None.

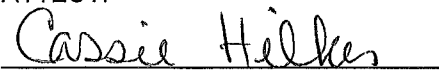
The committee reviewed the documents/reports provided.

The committee discussed the following items/topics:

- 2022-2024
 - o Playground Expansion (\$50,000 - GALA \$37,850 / AHPS Building Fund \$12,150) - Install 7/14-7/15.
 - o Flooring
 - Vocal Room – Summer 2023 - Cost \$7,859.
 - Ag Room – Summer 2024.
 - Band Room – Summer 2024.
 - o Windows
 - PK windows - Schedule for Summer 2023 - Cost \$15,492.
 - o Ag Room Cabinets - Summer 2024.
 - o North Gym – Painting - Summer 2024 - Bids Needed.
 - o HVAC Project - Budgeted - Power connected / last ductwork and balancing before end of June.
 - o Concrete for dumpsters - Need Bids / Estimates.
 - o Roof on IT Building - Patched Spring 2023.
 - o Removal of fuel tank - Contact Cody @ Ag Valley.
 - o Replace HVAC Unit for Ag Classroom (Cost \$14,675 without crane & control wiring).
- Post 2024
 - o Track resurface – Begin budgeting for Summer 2026 - Cost \$70-\$90k.
 - o Visitor bleachers - Need bids / prices for replacement or retrofit.
 - o Lighting system for stage - Connect to donations / GALA - Cost \$40-\$50k.
- As Available/Needed
 - o Switch to LED lights
 - As current lights quit working, they will be replaced with LED.
 - o Curb Appeal/Signage
 - A-Spear Logo back lit by West & South entrances?
 - Arapahoe Public School OR Arapahoe-Holbrook Public School for standard name?
 - Landscaping (see attached handout): Removal of dead trees, fix areas where the gutters drain over the sidewalk by installing cut-outs, fill in with sod in areas where the grass has died, remove bushes surrounding the Arapahoe sign/bell area, remove bushes on west side of staff parking lot.
 - o Storage Management/Building
 - Construction Tech build shelves for units?
 - Shed construction?
- Long Term Needs
 - o Fencing/Boundaries
 - o Security/Travel Patterns for Students (IT Classes)
- Finance/Planning
 - o Special Building Fund currently has a balance around \$200k (\$94,868 encumbered = \$105,132)
 - HVAC \$79,303
 - Windows \$15,492
 - 3-Phase Hook Up - \$19k NPPD + \$5,232 Rasmussen
 - o Special Building Fund 22-23 budgeted \$200k levied in taxes (\$190k collected by May 31)

The meeting ended at approximately 6:35 pm.

ATTEST:


Cassie Hilker, Secretary

MINUTES OF THE MEETING OF THE BOARD OF EDUCATION OF ARAPAHOE-HOLBROOK PUBLIC SCHOOLS

A meeting of the Board of Education of Arapahoe-Holbrook Public Schools was convened in open and public session on Monday, June 12, 2023, at 7:00 PM in the Distance Learning Room, 610 Walnut Street, Arapahoe, NE 68922. The roll was called and the following Board members were present or absent: Chad Carpenter: Present, Erick Lee: Present, Nancy Schutz: Present, Dan Warner: Present, Rodney Whipple: Present, Leigh Zodrow: Present. Also present was Mr. Bob Drews, Superintendent, Mr. Benjamin Ellis, PK-6 Principal, and Cassie Hilker, Board Secretary. Visitors were present. Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

Opening the Meeting:

Call to Order: President Warner called the meeting to order at 7:00 pm.

Pledge of Allegiance (Zodrow): Leigh Zodrow led the Pledge of Allegiance.

Nebraska Open Meetings Act: At the beginning of the meeting, President Warner announced and informed the public that a current copy of the Open Meetings Act was posted on the wall of the meeting room and directed the public to its location.

Publication of Meeting/Sign Acknowledgement of Receipt of Meeting Notice:

Roll Call:

Excuse Board Member Absences: None.

Welcome Visitors: Heidi Thomas was attending the meeting to represent AEA.

Approval of agenda as presented: Motion was made by Rodney Whipple and seconded by Leigh Zodrow to approve the agenda as presented. The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea

Yea: 6, Nay: 0

Reports:

Board Committee(s): Warner and Carpenter stated that the Buildings & Grounds Committee met and discussed the grounds and landscaping. Carpenter stated that the Finance Committee met and reviewed claims and fund balances. Erick Lee stated that the Negotiations Committee met regarding Classified Staff wages which is an action item later on in tonight's meeting.

Board Member(s): None.

Elementary Principal Report: Mr. Benjamin Ellis presented the Elementary Principal Report.

Secondary Principal Report: Mr. Bob Drews presented the Secondary Principal Report.

Superintendent: Mr. Bob Drews presented the Superintendent Report.

Discussion Item(s):

Review of Weight Room Use Agreement for AHPS Patrons: Mr. Drews presented a revised agreement for weight room use to the board. The Board would like Mr. Drews to check with legal counsel to see if there is something that could be done to allow currently enrolled 9-12 students use of the weight room (unsupervised during public designated hours) once they have successfully completed (passed) one semester of an AHPS weight training class.

Action Item(s):

Consent Agenda, including Minutes and Financial Reports: Motion was made by Chad Carpenter and seconded by Rodney Whipple to approve the consent agenda as presented.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea.

Yea: 6, Nay: 0

Claims: Motion was made by Rodney Whipple and seconded by Leigh Zodrow to approve the expenditures and payments totaling \$535,413.61 as submitted to administration to the Board.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Abstain (Claim #36374 to Hemelstrands for \$596.99), Warner: Yea, Whipple: Abstain (Claim #36357 to ATC for \$359.14), Zodrow: Yea

Yea: 4, Nay: 0, Abstain (With Conflict): 2

Elevate K-12 contract: Motion was made by Rodney Whipple and seconded by Chad Carpenter to approve a contract with Elevate K-12 to provide online, synchronous courses for Chemistry during the 1st semester of the 2023-24 school year.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea

Yea: 6, Nay: 0

2023-24 Classified Pay Rate Increases: Motion was made by Chad Carpenter and seconded by Erick Lee to approve a starting pay rate of \$15.00/hour for all classified staff, with an experience factor of 5 cents additional per year of service for years 1-10 / 25 cents additional if at 11 years or more (maximum of 75 cents), and for staff already at \$15.00/hour or more would receive the greater of 3% on their current rate or the experience factor of 5 cents additional per year of service for years 1-10 / 25 cents additional if at 11 years or more (maximum of 75 cents), effective 8/1/23.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Abstain
Yea: 5, Nay: 0, Abstain: 1

2023-24 Substitute Teacher Rates: Motion was made by Rodney Whipple and seconded by Erick Lee to approve the 2023-24 Substitute Teacher Rates as follows: \$145/day for days 0-29, \$165/day for days 30-59, \$185/day for days 60+.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Nay, Warner: Nay, Whipple: Yea, Zodrow: Yea
Yea: 4, Nay: 2

2023-24 Food Service Prices: Motion was made by Nancy Schutz and seconded by Rodney Whipple to approve the 2023-24 Food Service Prices as follows: PK-6 Breakfast \$2.00, 7-12 Breakfast \$2.15, Adult Breakfast \$2.60, PK-6 Lunch \$3.20, 7-12 Lunch \$3.40, Adult Lunch \$4.25, Extra Milk \$0.40, Seconds \$1.25.

The motion Carried.

Carpenter: Yea, Lee: Nay, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 5, Nay: 1

2023-24 AHPs District Calendar Amendment: Motion was made by Erick Lee and seconded by Chad Carpenter to approve the amendment to the 2023-24 school calendar as presented.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 6, Nay: 0

2023-24 Activity Fund Transfer: Motion was made by Chad Carpenter and seconded by Erick Lee to approve the 2023-24 activity fund transfer from the general fund totaling \$60,000.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 6, Nay: 0

D & N Bid: Motion was made by Rodney Whipple and seconded by Nancy Schutz to approve the bid from D&N to replace the heat/ac unit servicing the Ag classroom totaling \$14,675,50 as presented. The bid does not include the cost of a crane or the cost to add the unit to the District computer/wiring system.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 6, Nay: 0

Executive Session: Motion was made by Chad Carpenter and seconded by Dan Warner to enter into executive session at 9:01 pm for the protection of public interest.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 6, Nay: 0

Motion was made by Dan Warner and seconded by Chad Carpenter to exit executive session at 9:15 pm.

Personnel: Nothing to report.

Future Meetings: Summer Board Workshop - June 21, 2023 at 8:00 am; Finance Committee Meeting - July 11, 2023 at 6:30 pm; Regular Board Meeting - July 11, 2023 at 7:00 pm.

Adjourn: Motion was made by Chad Carpenter and seconded by Leigh Zodrow to adjourn the meeting at 9:20 pm.

The motion Carried.

Carpenter: Yea, Lee: Yea, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 6, Nay: 0

The meeting was duly adjourned.

DATED this Monday, June 12, 2023

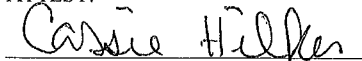
ARAPAHAOE-HOLBROOK PUBLIC SCHOOLS

BY:



Dan Warner, President

ATTEST:



Cassie Hilker, Secretary

MINUTES OF THE MEETING OF THE BOARD OF EDUCATION OF ARAPAHOE-HOLBROOK PUBLIC SCHOOLS

A meeting of the Board of Education of Arapahoe-Holbrook Public Schools was convened in open and public session on Wednesday, June 21, 2023, at 8:00 AM in the Board Room, 610 Walnut Street, Arapahoe, NE 68922. The roll was called and the following Board members were present or absent: Chad Carpenter: Present, Erick Lee: Absent, Nancy Schutz: Present, Dan Warner: Present, Rodney Whipple: Present, Leigh Zodrow: Present.

Also present was Cassie Hilker, Board Secretary. No visitors were present.

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

Opening the Meeting:

Call to Order: President Warner called the meeting to order at 8:00 am.

Nebraska Open Meetings Act: At the beginning of the meeting, President Warner announced and informed the public that a current copy of the Open Meetings Act was posted on the wall of the meeting room and directed the public to its location.

Publication of Meeting/Sign Acknowledgement of Receipt of Meeting Notice:

Roll Call:

Excuse Board Member Absences: Motion was made by Chad Carpenter and seconded by Rodney Whipple to excuse the absence of Mr. Erick Lee. The motion Carried.

Carpenter: Yea, Lee: Absent, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 5, Nay: 0, Absent: 1

Welcome Visitors: No visitors.

Approval of agenda as presented: Motion was made by Chad Carpenter and seconded by Rodney Whipple to approve the agenda as presented. The motion Carried.

Carpenter: Yea, Lee: Absent, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 5, Nay: 0, Absent: 1

Discussion Item(s):

Superintendent Evaluation: Hilker excused herself from the meeting so the Board could discuss the Superintendent evaluation. She returned once they were done.

School Name, Branding & Logo: Need official designation of Arapahoe or Arapahoe-Holbrook for the District so everything is done consistently.

Beef in School Program: The Board mentioned the following community members: Molly Blickenstaff, Stacy Robinson, Lisa Anderson, Linda Anderson, Brad Schutz. They would also like to designate a representative in the District.

Donor Recognition: The Board would like to establish a way to recognize donors.

Cooperative Efforts with Other Districts: The Board is in favor of continuing what is currently being shared and researching future cooperative options with other Districts. In regards to additional activities such as girls wrestling, baseball, softball, girls golf; The Board would like students share their interest with the Board and then they will discuss adding that particular activity.

Budget 23-24: The Board tabled this item and would like to discuss it at a later date with Mr. Drews present.

Safety: The Board tabled this item and would like to discuss it at a later date with Mr. Drews present.

Legal Updates: The Board tabled this item and would like to discuss it at a later date with Mr. Drews present.

Trap Shooting: The Board discussed establishing a Trap Shooting point of contact person at the District to be the liaison between the District and the Youth Trap Shooting Instructors/Coaches. The Board would also like the District to look at sponsoring the Trap Team in some way by providing shirts and/or jackets for the Arapahoe Trap Shooting participants.

Adjourn: Motion was made by Chad Carpenter and seconded by Rodney Whipple to adjourn the meeting at 10:09 am. The motion Carried.

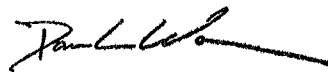
Carpenter: Yea, Lee: Absent, Schutz: Yea, Warner: Yea, Whipple: Yea, Zodrow: Yea
Yea: 5, Nay: 0, Absent: 1

The meeting was duly adjourned.

DATED this Wednesday, June 21, 2023

ARAPAHOE-HOLBROOK PUBLIC SCHOOLS

BY:



Dan Warner, President

ATTEST:



Cassie Hilker, Secretary

Arapahoe Public Schools - Dist 18 Treasurer's Report
June 30, 2023

General Fund

Beginning Balance June 1, 2023 \$ 1,385,709.48

Receipts:

Frontier County Treasurer	\$	-	
Furnas County Treasurer	\$	49,696.21	
Gosper County Treasurer	\$	7,386.68	
Interest	\$	4.36	
State of Nebraska	\$	52,113.31	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
General Clearing	\$	1,190.73	
Section 125	\$	2,118.99	
	\$	-	
	\$	-	

\$ 121,066.29

Disbursements: \$ 493,572.59

Closing Balance June 30, 2023 \$ 1,013,203.18

ACCOUNTS:

Cash Account	\$	117,754.63	
Clearing Cash Account	\$	10,402.90	
Section 125 Cash Account	\$	7,065.65	
First Central CD	\$	877,980.00	
	\$	<u>1,013,203.18</u>	

Building Fund

Beginning Balance June 1, 2023 \$ 311,983.26

Receipts: \$ 3,563.24

Disbursements: \$ 732.00

Closing Balance June 30, 2023 \$ 314,814.50

ACCOUNTS:

Cash Account-First Central	\$	1,204.50	
MM Account-First State	\$	-	
First Central CD	\$	313,610.00	
First State CD	\$	-	
	\$	<u>314,814.50</u>	

Bond Fund

Beginning Balance June 1, 2023	\$ 704,602.50
Receipts:	\$ 13,233.14
Disbursements:	\$ -
Closing Balance June 30, 2023	<u>\$ 717,835.64</u>

ACCOUNTS:

Cash Account-First Central	\$ 4,715.64
First Central CD	\$ 713,120.00
First State CD	\$ -
	<u>\$ 717,835.64</u>

Depreciation

Beginning Balance June 1, 2023	\$ 176,515.96
Receipts:	\$ 562.19
Disbursements:	\$ 90,811.00
Closing Balance June 30, 2023	<u>\$ 86,267.15</u>

ACCOUNTS:

Cash Account	\$ 2.15
First Central CD	\$ 86,265.00
First State CD	\$ -
	<u>\$ 86,267.15</u>

Qualified Capital Purpose Undertaking

Beginning Balance June 1, 2023	\$ -
Receipts:	\$ -
Disbursements:	\$ -
Closing Balance June 30, 2023	<u>\$ -</u>

ACCOUNTS:

Cash Account	\$ -
First Central CD	\$ -
First State CD	\$ -
	<u>\$ -</u>

Employee Benefit

Beginning Balance June 1, 2023	\$ 3,200.02
Receipts:	\$ 10.19
Disbursements:	\$ -
Closing Balance June 30, 2023	<u>\$ 3,210.21</u>

ACCOUNTS:

Cash Account	\$ 10.21
First Central CD	\$ 3,200.00
First State CD	\$ -
	<u>\$ 3,210.21</u>

Student Fees

Beginning Balance June 1, 2023	\$ 19,238.85
Receipts:	\$ -
Disbursements:	\$ -
Closing Balance June 30, 2023	<u>\$ 19,238.85</u>

ACCOUNTS:

Cash Account	\$ 19,238.85
First Central CD	\$ -
First State CD	\$ -
	<u>\$ 19,238.85</u>

School Lunch

Beginning Balance June 1, 2023	\$ 41,595.53
Receipts:	\$ 2,198.79
Disbursements:	\$ 13,357.42
Closing Balance June 30, 2023	<u>\$ 30,436.90</u>

ACCOUNTS:

Cash Account	\$ 30,436.90
First Central CD	\$ -
First State CD	\$ -
	<u>\$ 30,436.90</u>

Activities

Beginning Balance June 1, 2023	\$ 143,366.57
Receipts:	\$ 77,065.23
Disbursements:	\$ 19,795.77
Closing Balance June 30, 2023	<u>\$ 200,636.03</u>

ACCOUNTS:

Cash Account	\$ 200,636.03
First Central CD	\$ -
First State CD	\$ -
	<u>\$ 200,636.03</u>

Respectfully submitted:



Jennifer L. Schroeder
District 18 Treasurer

Arapahoe Public School District

Account Balance Report

September 2022 - August 2023

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	YTD Average	Change in Balance	Aug-22
Fund Cash Accounts														
01-General	264,615	81,286	257,407	375,651	191,929	198,024	466,764	262,255	351,451	117,755	50,003	237,922	28,936	88,819
01-General Clearing	10,035	9,844	10,111	10,153	10,072	10,256	10,307	10,319	10,361	10,403	11,552	10,310	403	10,000
01-General Section 125	6,621	6,478	6,952	7,752	6,127	6,252	6,835	5,871	6,857	7,066	7,066	6,716	2,276	4,790
02-Depreciation	0	5	4	1	0	4	40,004	1,006	1	2	4	3,730	(99,999)	100,002
03-Employee Benefit	5	8	4	8	12	18	1	11	0	10	20	9	7	3
05-Activities	139,101	133,134	145,371	142,678	158,797	156,169	143,273	142,750	143,367	200,636	187,467	153,886	52,921	147,715
06-Nutrition	40,163	39,045	24,489	43,235	42,389	35,159	36,477	34,795	41,596	30,437	22,863	35,513	(20,356)	50,793
07-Bond	45,972	8,691	1,902	66,783	22,956	23,002	18,884	41,879	58,098	4,716	0	26,626	(7,713)	12,428
08-Building (FCB)	4	10	0	15,939	5,180	6,057	3,803	10,129	52,178	1,205	2	8,592	(1,555)	2,759
08-Building (FSB)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
09-QC/PUF	56	56	56	-	-	-	-	-	-	-	-	15	(56)	56
12-Student Fee	19,346	19,346	19,298	19,258	19,293	19,323	19,323	19,323	19,239	19,239	19,239	19,293	198	19,041
Total - Cash	\$ 525,919	\$ 297,902	\$ 465,594	\$ 681,456	\$ 456,754	\$ 454,265	\$ 745,672	\$ 528,338	\$ 683,147	\$ 391,467	\$ 298,216	\$ 502,612	\$ (44,938)	\$ 436,406
CD Accounts														
01-General (First Central)	958,955	784,955	357,955	183,955	840,950	791,450	326,125	546,925	1,017,040	877,980	610,125	663,310	264,025	613,955
01-General (First State)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02-Depreciation	213,995	212,740	212,965	213,230	213,485	213,915	174,490	174,990	176,515	86,265	66,520	178,101	(27,690)	113,955
03-Employee Benefit	5,445	5,445	3,155	3,155	3,155	3,155	3,180	3,180	3,200	3,200	3,200	3,588	(2,245)	5,445
07-Bond	913,375	960,860	148,835	152,215	383,855	429,680	460,730	514,635	646,505	713,120	719,960	549,434	(66,595)	779,715
08-Building	170,350	138,625	135,760	132,905	188,505	194,825	202,915	215,580	259,805	313,610	296,325	204,473	137,225	176,385
09-QC/PUF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total - CD	\$ 2,262,120	\$ 2,102,625	\$ 858,670	\$ 685,460	\$ 1,629,950	\$ 1,633,025	\$ 1,167,440	\$ 1,455,310	\$ 2,103,065	\$ 1,994,175	\$ 1,696,130	\$ 1,598,906	\$ 304,720	\$ 1,689,455
Total - All	\$ 2,788,039	\$ 2,400,527	\$ 1,324,264	\$ 1,366,916	\$ 2,086,704	\$ 2,087,290	\$ 1,913,112	\$ 1,983,648	\$ 2,786,212	\$ 2,385,642	\$ 1,994,346	\$ 2,101,518	\$ 259,782	\$ 2,125,861

**Arapahoe Public School District
Account Balance Report by Fund
September 2022 - August 2023**

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	YTD Average	Change in Balance	Aug-22
01-General														
01-General Cash	264,615	81,286	257,407	375,651	191,929	198,024	466,764	262,255	351,451	117,755	50,003	237,922	28,936	88,819
01-General Clearing	10,035	9,844	10,111	10,153	10,072	10,256	10,307	10,319	10,361	10,403	11,552	10,310	403	10,000
01-General Section 1.25	6,621	6,478	6,952	7,752	6,127	6,252	6,835	5,871	6,857	7,066	7,066	6,716	2,276	4,790
01-General CD (First Central)	958,955	784,955	357,955	183,955	840,950	791,450	328,125	546,925	1,017,040	877,980	610,125	663,310	264,025	613,955
01-General CD (First State)	1,240,227	882,563	632,425	577,510	1,049,078	1,005,981	810,032	825,370	1,365,709	1,013,203	678,746	918,259	295,640	717,564
Total - General														
02-Depreciation														
02-Depreciation Cash	0	5	4	1	0	4	40,004	1,006	1	2	4	3,730	(99,999)	100,002
02-Depreciation CD	213,995	212,740	212,965	213,230	213,485	213,915	174,490	174,990	176,515	86,265	66,520	178,101	(27,690)	113,955
Total - Depreciation														
	\$ 213,995	\$ 212,745	\$ 212,969	\$ 213,231	\$ 213,485	\$ 213,919	\$ 214,494	\$ 175,986	\$ 176,516	\$ 86,267	\$ 66,524	\$ 181,831	\$(127,689)	\$ 213,957
03-Employee Benefit														
03-Employee Benefit Cash	5	8	4	8	12	18	1	11	0	10	20	9	7	3
03-Employee Benefit CD	5,445	5,445	3,155	3,155	3,155	3,155	3,180	3,180	3,200	3,200	3,200	3,588	(2,245)	5,445
Total - Employee Benefit														
	\$ 5,450	\$ 5,453	\$ 3,159	\$ 3,163	\$ 3,167	\$ 3,173	\$ 3,181	\$ 3,191	\$ 3,200	\$ 3,210	\$ 3,220	\$ 3,597	\$(2,238)	\$ 5,448
05-Activities														
05-Activities Cash	139,101	133,134	145,371	142,678	158,797	156,169	143,273	142,750	143,367	200,636	187,467	153,886	52,921	147,715
05-Activities CD	139,101	133,134	145,371	142,678	158,797	156,169	143,273	142,750	143,367	200,636	187,467	153,886	52,921	147,715
Total - Activities														
	\$ 278,202	\$ 266,268	\$ 290,742	\$ 285,356	\$ 317,594	\$ 312,338	\$ 286,546	\$ 285,500	\$ 286,734	\$ 401,272	\$ 374,934	\$ 307,772	\$ 105,842	\$ 295,430
06-Nutrition														
06-Nutrition Cash	40,163	39,045	24,489	43,235	42,389	35,159	36,477	34,795	41,596	30,437	22,863	35,513	(20,356)	50,793
06-Nutrition CD	40,163	39,045	24,489	43,235	42,389	35,159	36,477	34,795	41,596	30,437	22,863	35,513	(20,356)	50,793
Total - Nutrition														
	\$ 80,326	\$ 78,090	\$ 48,978	\$ 86,470	\$ 84,778	\$ 70,318	\$ 72,954	\$ 69,590	\$ 83,192	\$ 60,874	\$ 45,726	\$ 71,026	\$(40,712)	\$ 101,586
07-Bond														
07-Bond Cash	45,972	8,691	1,902	66,783	22,956	23,002	18,884	41,879	58,098	4,716	0	26,626	(7,713)	12,428
07-Bond CD	913,375	960,860	148,835	152,215	363,855	429,680	460,730	514,635	646,505	713,120	719,960	549,434	(66,595)	779,715
Total - Bond														
	\$ 959,347	\$ 969,551	\$ 150,737	\$ 218,998	\$ 406,811	\$ 452,682	\$ 479,614	\$ 556,514	\$ 704,603	\$ 717,836	\$ 719,960	\$ 576,059	\$(74,308)	\$ 792,143
08-Building														
08-Building Cash (FCB)	4	10	0	15,939	5,180	6,057	3,803	10,129	52,178	1,205	2	8,592	(1,555)	2,759
08-Building Cash (FSB)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
08-Building CD	170,350	138,625	135,760	132,905	188,505	194,825	202,915	215,580	259,805	313,610	296,325	204,473	137,225	176,365
Total - Building														
	\$ 170,354	\$ 138,635	\$ 135,760	\$ 148,844	\$ 193,685	\$ 200,882	\$ 206,718	\$ 225,709	\$ 311,983	\$ 314,815	\$ 296,327	\$ 213,065	\$ 135,670	\$ 179,144
09-QCPIUF														
09-QCPIUF Cash	56	56	56	-	-	-	-	-	-	-	-	15	(56)	56
09-QCPIUF CD	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total - QCPIUF														
	\$ 56	\$ 56	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15	\$(56)	\$ 56
12-Student Fee														
12-Student Fee Cash	19,346	19,346	19,298	19,258	19,293	19,323	19,323	19,323	19,239	19,239	19,239	19,293	198	19,041
Total - Student Fee														
	\$ 19,346	\$ 19,346	\$ 19,298	\$ 19,258	\$ 19,293	\$ 19,323	\$ 19,323	\$ 19,323	\$ 19,239	\$ 19,239	\$ 19,239	\$ 19,293	\$ 198	\$ 19,041
Total - All														
	\$ 2,788,039	\$ 2,400,527	\$ 1,324,264	\$ 1,366,916	\$ 2,086,704	\$ 2,087,290	\$ 1,913,112	\$ 1,963,648	\$ 2,786,212	\$ 2,385,642	\$ 1,994,346	\$ 2,101,518	\$ 259,762	\$ 2,125,861

**Arapahoe Public School District
Receipt / Expenditure Report
September 2022 - August 2023**

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	YTD Average	YTD Actual	YTD Budget	% Remaining	Over Budget / (Under Budget)
Receipts																
01-General	913,233	61,610	299,808	354,252	856,827	363,524	464,777	407,325	961,491	121,066	3,765	437,062	4,807,678	5,217,060	7.85%	(409,382)
02-Depreciation	39	119	224	263	254	434	574	502	520	562	257	341	3,748	243,963	98.46%	(240,235)
03-Employee Benefit	2	3	6	4	4	6	8	9	9	10	10	6	71	18	-297.06%	53
05-Activities	11,759	14,328	30,565	28,080	31,767	10,660	4,397	14,149	24,542	77,065	2,790	22,764	250,291	191,850	-30.46%	58,441
06-Nutrition	26,525	32,592	10,296	55,329	19,669	30,435	33,665	23,648	34,026	2,198	156	24,413	268,539	356,878	24.75%	(88,339)
07-Bond	167,204	10,204	12,710	66,261	187,813	45,872	26,932	76,900	211,463	13,233	2,125	74,794	822,737	817,575	-0.63%	5,162
08-Building (FCB)	60	95	148	16,103	44,841	11,737	5,836	18,991	90,204	3,563	934	17,501	192,511	200,720	4.09%	(8,209)
09-CCPUF																
12-Student Fee	305	79			35	30			45			45	494	5,000	90.12%	(4,506)
Total Receipts	\$1,119,126	\$119,029	\$353,745	\$522,291	\$1,141,210	\$462,899	\$536,189	\$541,525	\$1,322,320	\$217,699	\$10,037	\$633,603	\$6,346,069	\$7,033,084	9.77%	\$(687,015)
Expenditures																
01-General	390,570	419,273	549,946	409,167	385,259	406,621	660,727	391,987	401,151	493,573	338,222	440,591	4,846,496	6,618,423	26.77%	(1,771,927)
02-Depreciation		1,370						36,000		90,811	20,000	13,744	151,181	457,939	66.99%	(306,758)
03-Employee Benefit			2,300									209	2,300	5,465	57.91%	(3,165)
05-Activities	20,373	20,294	18,318	30,773	15,648	13,488	17,292	14,673	23,925	19,796	15,959	19,140	210,539	346,031	39.16%	(135,492)
06-Nutrition	37,155	33,710	24,851	96,584	20,515	37,664	32,348	25,329	27,226	13,357	7,730	26,952	296,489	403,501	28.53%	(107,032)
07-Bond			831,525						63,395			81,356	894,920	1,705,177	47.52%	(810,257)
08-Building (FCB)	8,850	31,814	3,020	3,020		4,540			3,930	732	19,422	6,848	75,327	377,109	80.03%	(301,782)
09-CCPUF												5	56	56	0.63%	(0)
12-Student Fee		79	48	40					129			27	286	24,007	98.77%	(23,711)
Total Expenditures	\$456,948	\$506,541	\$1,430,008	\$479,639	\$421,421	\$462,314	\$710,367	\$470,989	\$519,756	\$618,269	\$401,333	\$607,625	\$6,477,583	\$9,937,708	34.82%	\$(3,460,125)

Arapahoe Public School District #18

Cash Receipts Customer History Report - June 2023

Customer Name
1 - Furnas County Treasurer

Batch No.	Receipt No.	Date	Description	Amount
003668	00003	6/9/2023	Court Fines & Licenses (Gen)	\$1,479.11
003670	00001	6/9/2023	Interest / Penalties (Bldg)	\$2.17
003669	00001	6/9/2023	Interest / Penalties (Bond)	\$65.27
003668	00002	6/9/2023	Interest / Penalties (Gen)	\$302.77
003668	00001	6/9/2023	MV (Gen)	\$11,717.04
003670	00002	6/9/2023	Taxes (Bldg)	\$1,190.65
003669	00002	6/9/2023	Taxes (Bond)	\$5,006.16
003668	00004	6/9/2023	Taxes (Gen)	\$21,151.68
003695	00002	6/23/2023	Homestead (Bldg)	\$192.64
003694	00001	6/23/2023	Homestead (Bond)	\$781.27
003693	00001	6/23/2023	Homestead (Gen)	\$3,286.47
003695	00003	6/23/2023	In Lieu of 5% (Bldg)	\$121.47
003694	00002	6/23/2023	In Lieu of 5% Tax (Bond)	\$492.68
003693	00003	6/23/2023	In Lieu of 5% Tax (Gen)	\$2,072.53
003695	00001	6/23/2023	Interest / Penalties (Bldg)	\$5.55
003694	00003	6/23/2023	Interest / Penalties (Bond)	(\$24.96)
003693	00004	6/23/2023	Interest / Penalties (Gen)	(\$133.24)
003693	00002	6/23/2023	Municipal Fines & Licenses (Gen)	\$50.00
003695	00004	6/23/2023	Taxes (Bldg)	\$604.65
003694	00004	6/23/2023	Taxes (Bond)	\$2,344.52
003693	00005	6/23/2023	Taxes (Gen)	\$9,769.85
Sub Total				\$60,478.28

Customer Name
10 - State of NE-Lunch

Batch No.	Receipt No.	Date	Description	Amount
003683	00004	6/16/2023	SFP Admin FY 2023 (Nut)	\$66.80
003683	00003	6/16/2023	SFP Operating FY 2023 (Nut)	\$648.53
003683	00001	6/16/2023	State Breakfast FY 2023 (Nut)	\$670.50
003683	00002	6/16/2023	State Lunch FY 2023 (Nut)	\$489.73
Sub Total				\$1,875.56

Customer Name
11 - State of NE-SPED

Batch No.	Receipt No.	Date	Description	Amount
003691	00001	6/22/2023	SPED SA FFR Reimb 21-22 (Gen)	\$31,352.00
Sub Total				\$31,352.00

Customer Name
2 - Gosper County Treasurer

Batch No.	Receipt No.	Date	Description	Amount
003665	00002	6/7/2023	Homestead (Bldg)	\$34.00
003664	00002	6/7/2023	Homestead (Bond)	\$137.89
003663	00003	6/7/2023	Homestead (Gen)	\$580.04
003665	00001	6/7/2023	Interest / Penalties (Bldg)	\$2.27

003664	00001	6/7/2023	Interest / Penalties (Bond)	\$9.21
003663	00002	6/7/2023	Interest / Penalties (Gen)	\$38.77
003663	00001	6/7/2023	MV (Gen)	\$1,387.43
003665	00003	6/7/2023	Taxes (Bldg)	\$306.09
003664	00003	6/7/2023	Taxes (Bond)	\$1,241.44
003663	00004	6/7/2023	Taxes (Gen)	\$5,222.33
003692	00001	6/22/2023	Fines (Gen)	\$158.11
Sub Total				\$9,117.58

Customer Name
3 - Frontier County Treasurer

Batch No.	Receipt No.	Date	Description	Amount
003674	00001	6/14/2023	Fines (Gen)	\$12.90
003676	00001	6/14/2023	Taxes (Bldg)	\$276.29
003675	00001	6/14/2023	Taxes (Bond)	\$1,120.59
003674	00002	6/14/2023	Taxes (Gen)	\$4,713.90
Sub Total				\$6,123.68

Customer Name
4 - State of Nebraska-Medicaid

Batch No.	Receipt No.	Date	Description	Amount
003666	00001	6/8/2023	DS DF23 MIPS (Gen)	\$4,888.31
Sub Total				\$4,888.31

Customer Name
5 - State of Nebraska-State Aid

Batch No.	Receipt No.	Date	Description	Amount
003699	00001	6/30/2023	State Aid (Gen)	\$15,873.00
Sub Total				\$15,873.00

Customer Name
7 - First Central Bank

Batch No.	Receipt No.	Date	Description	Amount
003657	00001	6/15/2023	CD Int (Bldg)	\$827.46
003658	00001	6/15/2023	CD Int (Bond)	\$2,059.07
003659	00001	6/15/2023	CD Int (Dep)	\$562.19
003660	00001	6/15/2023	CD Int (Emp Ben)	\$10.19
003656	00001	6/15/2023	CD Int (Gen)	\$3,239.21
003700	00001	6/30/2023	Interest (Gen)	\$4.36
Sub Total				\$6,702.48

Customer Name
8 - Various / Miscellaneous

Batch No.	Receipt No.	Date	Description	Amount
003645	00001	6/1/2023	5/31 Summer Food Sales (Nut)	\$5.00
003644	00001	6/1/2023	FB Camps (Act)	\$1,425.00
003661	00001	6/1/2023	Sysco Rebate (Nut)	\$75.33
003652	00001	6/5/2023	6/1-6/2 Summer Food Sales (Nut)	\$18.00
003653	00002	6/5/2023	BBB Camp (Act)	\$140.00
003650	00001	6/5/2023	Music Boosters Reimb-Deposit on Lion King Tickets (Act)	\$950.00
003651	00001	6/5/2023	NHD Car Wash 6/3 FR (Act)	\$500.00
003653	00001	6/5/2023	Sale of leftover track concessions (Act)	\$24.00

003655	00001	6/7/2023	6/5-6/6 Summer Food Sales (Nut)	\$25.00
003667	00001	6/7/2023	Cheer Camp (Act)	\$260.00
003662	00001	6/7/2023	CLC-Royalties for Arapahoe Gear Sold (DF-Gen Act) (Act)	\$44.11
003654	00001	6/7/2023	NHD-Jordan Holstein-Plane Ticket Cost (50% pd by Cece) (Act)	\$287.50
003671	00001	6/7/2023	NHD-Ryleigh Tidyman-Plane Ticket Cost (Act)	\$575.00
003673	00003	6/14/2023	6/12 Summer Food Sales (Nut)	\$10.00
003680	00001	6/14/2023	6/13 Summer Food Sales (Nut)	\$15.00
003680	00002	6/14/2023	6/14 Summer Food Sales (Nut)	\$10.00
003673	00001	6/14/2023	6/7 Summer Food Sales (Nut)	\$20.00
003673	00002	6/14/2023	6/8 Summer Food Sales (Nut)	\$28.00
003677	00001	6/14/2023	Computer Sales (Gen)	\$200.00
003678	00014	6/15/2023	2023-24 Xfr from General Fund (DF-BAND ACT)	\$665.05
003678	00003	6/15/2023	2023-24 Xfr from General Fund (DF-BBB ACT)	\$1,361.83
003678	00008	6/15/2023	2023-24 Xfr from General Fund (DF-BOWLING ACT)	\$6,270.00
003678	00001	6/15/2023	2023-24 Xfr from General Fund (DF-FB ACT)	\$7,048.93
003678	00004	6/15/2023	2023-24 Xfr from General Fund (DF-GBB ACT)	\$2,050.34
003678	00015	6/15/2023	2023-24 Xfr from General Fund (DF-GEN ACT)	\$17,525.05
003678	00005	6/15/2023	2023-24 Xfr from General Fund (DF-GOLF ACT)	\$1,087.10
003678	00007	6/15/2023	2023-24 Xfr from General Fund (DF-ONE ACT ACT)	\$1,700.00
003678	00011	6/15/2023	2023-24 Xfr from General Fund (DF-QUIZBOWL ACT)	\$122.25
003678	00012	6/15/2023	2023-24 Xfr from General Fund (DF-QUIZBOWL ACT)	\$103.44
003678	00006	6/15/2023	2023-24 Xfr from General Fund (DF-SPEECH ACT)	\$2,016.60
003678	00009	6/15/2023	2023-24 Xfr from General Fund (DF-STATE COMP ACT)	\$6,418.00
003678	00010	6/15/2023	2023-24 Xfr from General Fund (DF-TRACK ACT)	\$11,262.19
003678	00002	6/15/2023	2023-24 Xfr from General Fund (DF-VB ACT)	\$1,072.08
003678	00013	6/15/2023	2023-24 Xfr from General Fund (DF-VOCAL ACT)	\$1,297.14
003678	00017	6/15/2023	23-24 Xfr to DF-Gen Act from DF-CC (Excess from 22-23)	\$1,746.94
003678	00016	6/15/2023	23-24 Xfr to DF-Gen Act from DF-Wrestling (Excess from 22-23)	\$112.03
003681	00005	6/15/2023	Breinig, P-FSA (Sect 125)	\$170.00
003681	00006	6/15/2023	Eman, K-FSA (Sect 125)	\$99.00
003681	00007	6/15/2023	Foley, M-FSA (Sect 125)	\$100.00
003681	00001	6/15/2023	Helms, K-DCA (Sect 125)	\$375.00
003681	00008	6/15/2023	Johansen, T-FSA (Sect 125)	\$50.00
003672	00001	6/15/2023	Lambert, J-BCBS (Gen-Clrng)	\$5.90
003672	00002	6/15/2023	Maaske, C-BCBS (Gen-Clrng)	\$5.90
003681	00009	6/15/2023	Monle, L-FSA (Sect 125)	\$237.50
003681	00010	6/15/2023	Perez, R-FSA (Sect 125)	\$237.50
003681	00003	6/15/2023	Rawson, M-DCA (Sect 125)	\$416.66
003672	00005	6/15/2023	Sitorius, S-BCBS (Gen-Clrng)	\$7.38
003681	00002	6/15/2023	Strand, J-DCA (Sect 125)	\$100.00
003681	00004	6/15/2023	Thomas, H-DCA (Sect 125)	\$333.33
003672	00003	6/15/2023	Weatherwax, Le-BCBS (Gen-Clrng)	\$16.65
003679	00001	6/15/2023	Weatherwax, L-Insurance-June (Gen-Clrng)	\$1,149.00
003672	00004	6/15/2023	Weatherwax, Ly-BCBS (Gen-Clrng)	\$5.90
003684	00001	6/16/2023	6/15 Summer Food Sales (Nut)	\$9.00
003682	00001	6/16/2023	Transportation to Denver-Travel Club (Act)	\$1,045.00
003687	00001	6/20/2023	6/15/23 Meal Deposits (Nut)	\$76.90
003686	00001	6/20/2023	6/16 Summer Food Sales (Nut)	\$13.00
003685	00001	6/20/2023	BB Camp (Act)	\$1,400.00
003685	00002	6/20/2023	Cheer Camp (Act)	\$40.00
003688	00001	6/20/2023	Xfr from Class of 2023 to Class of 2027 (Act)	\$1,255.65
003690	00001	6/22/2023	6/19 Summer Food Sales (Nut)	\$5.00

003690	00002	6/22/2023	6/20 Summer Food Sales (Nut)	\$13.00
003689	00001	6/22/2023	BB Cam	\$90.00
003689	00002	6/22/2023	Cooke Fundraiser (Act)	\$6,565.00
003696	00001	6/23/2023	Perkins Reimb-Hambidge NCE Conference Registration (Gen)	\$390.00
003698	00001	6/28/2023	FFA - Holbrook Days Livestock Show	\$455.00
003697	00001	6/28/2023	FFA-Holbrook Livestock Show Awards not paid out (Act)	\$150.00
Sub Total				\$81,288.18
Grand Total				\$217,699.07

**Arapahoe Public School District
Check Payments by Fund Report
July 14, 2023**

Fund	Amount	Percent
01-General (Claims)	\$ 44,783.73	12.26%
01-General (Payroll & Benefits)	\$ 293,438.73	80.31%
02-Depreciation	\$ -	
03-Employee Benefit	\$ -	
06-Nutrition (Claims)	\$ 2,439.96	0.67%
06-Nutrition (Payroll & Benefits)	\$ 5,290.32	1.45%
07-Bond	\$ -	
08-Building (FCB)	\$ 19,421.63	5.32%
08-Building (FSB)	\$ -	
09-QCPUF	\$ -	
12-Student Fee	\$ -	
Total Claims	\$ 66,645.32	18.24%
Total Payroll	\$ 298,729.05	81.76%
Total Claims & Payroll	\$ 365,374.37	

* A motion is needed to approve the claims including the General Fund, Nutrition Fund, and Special Building Fund totaling \$365,374.37.

* Whipple abstaining from Claim No. 36439 to Arapahoe Telephone Company (ATC) for \$359.28.

* Schutz abstaining from Claim No. 36460 to Hemelstrand's for \$649.98.

Arapahoe Public School District #18

Check Listing Report 07/14/2023

Check Date	Check Number	Payee	Amount
07/14/2023	PR	Payroll & Benefits	\$298,729.05
07/14/2023	ACH	Katharine E Sisson	\$79.00
07/14/2023	ACH	Schutz Jennifer A OTR-L	\$98.75
07/14/2023	ACH	U.S. Bank	\$2,558.32
07/14/2023	36435	Ag Valley Cooperative Non-Stock	\$1,202.69
07/14/2023	36436	Amazon Capital Services	\$1,069.55
07/14/2023	36437	Arapahoe Utilities	\$8,222.27
07/14/2023	36438	AT&T	\$120.95
07/14/2023	36439	ATC Communications	\$359.28
07/14/2023	36440	Black Hills Energy	\$361.04
07/14/2023	36441	Blick Art Materials	\$94.45
07/14/2023	36442	Bluffs Facility Solutions	\$72.03
07/14/2023	36444	CAMAS Publishing, LLC	\$332.40
07/14/2023	36445	Cannon Sports Inc.	\$61.56
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	\$2,388.45
07/14/2023	36447	Computer Hardware	\$2,997.00
07/14/2023	36448	Culligan of McCook	\$65.00
07/14/2023	36449	D & D Service	\$139.11
07/14/2023	36450	DeVries Furniture & Floor Covering, LLC	\$3,929.58
07/14/2023	36451	Dollar General	\$33.50
07/14/2023	36452	Eakes Office Solutions	\$1,126.56
07/14/2023	36453	Educational Service Unit Coordinating Council	\$901.00
07/14/2023	36454	EPCO Ltd, Inc	\$71.00
07/14/2023	36455	ESU #11	\$4,679.94
07/14/2023	36456	First Central Bank	\$9.60
07/14/2023	36457	Follett Content Solutions, LLC	\$3,295.06
07/14/2023	36458	Hammer2It	\$15,492.05
07/14/2023	36459	HARRIS SCHOOL SOLUTIONS	\$1,580.97
07/14/2023	36460	Hemelstrand's Inc.	\$649.98
07/14/2023	36461	Hometown Leasing	\$1,698.34
07/14/2023	36462	JAZMAT Enterprises	\$1,594.20
07/14/2023	36464	Mid-American Research Chemical	\$6,156.50
07/14/2023	36465	Mosyle Corporation	\$1,716.00
07/14/2023	36467	Nebraska Council of School Administrators	\$500.00
07/14/2023	36468	Nebraska Rural Community Schools Association (NRCSA)	\$850.00
07/14/2023	36469	One Source the Background Check Company	\$126.00
07/14/2023	36470	QUADIENT LEASING	\$170.97
07/14/2023	36471	Reliable Pest Control Services, Inc.	\$80.00
07/14/2023	36472	S & W Auto Parts	\$13.29
07/14/2023	36473	SCHOOLMATE	\$1,030.20
07/14/2023	36474	Teacher Innovations, Inc.	\$418.50
07/14/2023	36475	Union Bank & Trust Company	\$76.00
07/14/2023	36476	UNITED STATES POSTAL SERVICE	\$132.72
07/14/2023	36477	Wagner's Supermarket, Inc.	\$51.51
07/14/2023	36478	WOODWARD'S DISPOSAL SERVICE, INC.	\$40.00
Sub Total			\$365,374.37

Arapahoe Public School District #18

Check Listing Report 07/14/2023

Check Date	Check Number	Payee	Description	Amount
07/14/2023	PR	Payroll & Benefits	Payroll & Benefits	\$298,729.05
07/14/2023	36435	Ag Valley Cooperative Non-Stock	Fuel	\$1,202.69
07/14/2023	36436	Amazon Capital Services	(3) Chairs - Spanish, 3rd Grade, Counselor	\$389.91
07/14/2023	36436	Amazon Capital Services	Franssen-Dewalt Hedge Trimmer	\$145.00
07/14/2023	36436	Amazon Capital Services	Helms, C-Printer Toner	\$140.95
07/14/2023	36436	Amazon Capital Services	Huxoll, S-(2) Calendar Planners; (2) Shelving Units-Kronhofman; Rubberbands	\$393.69
07/14/2023	36437	Arapahoe Utilities	Water & Sewer; Electricity; Trash	\$8,222.27
07/14/2023	36438	AT&T	Long Distance	\$120.95
07/14/2023	36439	ATC Communications	Local Phone	\$359.28
07/14/2023	36440	Black Hills Energy	Gas Service	\$361.04
07/14/2023	36441	Blick Art Materials	Woodsley-Mat Frames, Paint; Henderson-Drawing Paper	\$94.45
07/14/2023	36442	Bluffs Facility Solutions	Huxoll, S-Disinfecting Spray	\$72.03
07/14/2023	36444	CAMAS Publishing, LLC	6/12 Claims	\$105.46
07/14/2023	36444	CAMAS Publishing, LLC	6/12 Meeting Notice	\$7.61
07/14/2023	36444	CAMAS Publishing, LLC	6/12 Minutes	\$129.92
07/14/2023	36444	CAMAS Publishing, LLC	6/21 Meeting Notice	\$8.42
07/14/2023	36444	CAMAS Publishing, LLC	6/21 Minutes	\$71.37
07/14/2023	36444	CAMAS Publishing, LLC	7/11 Meeting Notice (LB243)	\$9.62
07/14/2023	36445	Cannon Sports Inc.	Huxoll, S-Blue Floor Marking Tape	\$61.56
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	Goshert-Food (Will Reimb APS)	\$43.54
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	Summer Food Program - Food	\$525.35
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	Summer Food Program - Food	\$363.20
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	Summer Food Program - Food; Supplies	\$1,147.17
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	Summer Food Program - Milk	\$179.12
07/14/2023	36446	Cash-Wa Distributing Company of Kearney, Inc.	Summer Food Program - Milk	\$130.07
07/14/2023	36447	Computer Hardware	Stagemeyer, R-(3) MacBook Air Laptops (Teacher Computers-Jeff Spaulding, Cali Gunderson, Emily Pearson)	\$2,997.00
07/14/2023	36448	Culligan of McCook	Rent	\$65.00
07/14/2023	36449	D & D Service	'06 Chevy Express Van-Service	\$70.08
07/14/2023	36449	D & D Service	'07 Chevy Express Van-Service	\$69.03
07/14/2023	36450	DeVries Furniture & Floor Covering, LLC	Final Payment-Carpet Vocal Room	\$3,929.58
07/14/2023	36451	Dollar General	Huxoll, S-Bleach	\$9.50
07/14/2023	36451	Dollar General	Huxoll, S-Swiffer Dusters	\$24.00
07/14/2023	36452	Eakes Office Solutions	Copier Maintenance (3/28/23-6/27/23)	\$257.65
07/14/2023	36452	Eakes Office Solutions	Huxoll, S-Stainless Steel Wipes, Glass Cleaner, Trashbags, Toilet Cleaner, Defoamer, Vac. Bags	\$547.36
07/14/2023	36452	Eakes Office Solutions	Huxoll, S-Vacuum Parts	\$321.55
07/14/2023	36453	Educational Service Unit Coordinating Council	Swank Movie K12 Streaming, 301-500 (23-24)	\$901.00
07/14/2023	36454	EPCO Ltd, Inc	Huxoll, S-Toilet Partition Parts	\$71.00
07/14/2023	36455	ESU #11	2022-23 Nurse; 2023-24 IXL Math, ELA; Edgenuity Webinar Training	\$4,679.94
07/14/2023	36456	First Central Bank	6/13/23 Payroll CD	\$9.60
07/14/2023	36457	Follett Content Solutions, LLC	Klein-Middle Grade Graphic Novels	\$308.87
07/14/2023	36457	Follett Content Solutions, LLC	Klein-Middle Grade Nonfiction Books	\$1,080.24
07/14/2023	36457	Follett Content Solutions, LLC	Klein-Young Adult Fiction Books	\$281.65
07/14/2023	36457	Follett Content Solutions, LLC	Klein-Young Adult Nonfiction Books	\$1,624.30
07/14/2023	36458	Hammer2It	PK Room Window Replacement	\$15,492.05
07/14/2023	36459	HARRIS SCHOOL SOLUTIONS	AOD Hosting 9/1/23-8/31/24	\$1,580.97

07/14/2023	36460	Hemelstrand's Inc.	Repairs & Maintenance	\$649.98
07/14/2023	36461	Hometown Leasing	Copier Lease Pmt 037	\$1,698.34
07/14/2023	36462	JAZMAT Enterprises	Prep & finish 2 coats of polyurethane-North Gym; Prep & finish 2 coats of waterbase-South Gym	\$1,594.20
07/14/2023	ACH	Katharine E Sisson	Speech-June	\$79.00
07/14/2023	36464	Mid-American Research Chemical	Huxoll, S-Polyurethane Gym Finish, HI-Solids Polyurethane Gym Finish, Full Court Finish	\$6,156.50
07/14/2023	36465	Mosyle Corporation	Mosyle Manager License Fee 4/30/23-4/30/24 (312)	\$1,716.00
07/14/2023	36467	Nebraska Council of School Administrators	2023 NE Educator Shortage Summit 2.0-Drews	\$115.00
07/14/2023	36467	Nebraska Council of School Administrators	Hambidge, C-2023 NCE Conference Registration	\$385.00
07/14/2023	36468	Nebraska Rural Community Schools Association (NRCSA)	2023-24 NRCSA Membership Dues	\$850.00
07/14/2023	36469	One Source the Background Check Company	Background Checks-June	\$126.00
07/14/2023	36470	QUADIENT LEASING	Postage Machine Lease	\$170.97
07/14/2023	36471	Reliable Pest Control Services, Inc.	Spraying	\$80.00
07/14/2023	36472	S & W Auto Parts	'16 Bus-Headlight	\$13.29
07/14/2023	36473	SCHOOLMATE	Perez-(170) Planners for Grades 7-12	\$1,030.20
07/14/2023	ACH	Schutz Jennifer A OTR-L	OT-June	\$98.75
07/14/2023	36474	Teacher Innovations, Inc.	Planbook.com 1-year subscription for 31 staff members-Online teacher plan system	\$418.50
07/14/2023	ACH	U.S. Bank	Andrews, K-Ag Valley-Fuel-CPI Training	\$30.01
07/14/2023	ACH	U.S. Bank	Andrews, K-Comfort Suites-Hotel-CPI Training	\$658.86
07/14/2023	ACH	U.S. Bank	Andrews, K-Jimmy Johns-Meal-CPI Training	\$23.40
07/14/2023	ACH	U.S. Bank	Andrews, K-Runza-Meal-CPI Training	\$11.71
07/14/2023	ACH	U.S. Bank	Andrews, K-Shell-Fuel-CPI Training	\$45.63
07/14/2023	ACH	U.S. Bank	Andrews, K-Sonic-Meal-CPI Training	\$9.92
07/14/2023	ACH	U.S. Bank	Drews-Eileens Cookies-Cookies for Staff	\$17.50
07/14/2023	ACH	U.S. Bank	Drews-OfficeMax-Folders	\$48.25
07/14/2023	ACH	U.S. Bank	Hilker-Caseys-Breakfast Pizza, Juice-6/21 Board Meeting	\$45.51
07/14/2023	ACH	U.S. Bank	Spaulding, J-Harbor Freight-Dust Pans, Blades, Dust Collection, Miter Saw, Bandsaw, Jacks, Brooms, Brushes, Squares, Chisels, Hammers, Clamps, Pry Bars, Air Hose, Air Tools, Levels	\$1,647.89
07/14/2023	ACH	U.S. Bank	Thomas-Bobbooks.com-Beginning Readers Set 1	\$19.64
07/14/2023	36475	Union Bank & Trust Company	FSADCA (10); HSA (18) - May	\$76.00
07/14/2023	36476	UNITED STATES POSTAL SERVICE	Newsletter postage	\$132.72
07/14/2023	36477	Wagner's Supermarket, Inc.	Summer Food Program - Milk	\$8.46
07/14/2023	36477	Wagner's Supermarket, Inc.	Summer Food Program - Milk	\$43.05
07/14/2023	36478	WOODWARD'S DISPOSAL SERVICE, INC.	Shredding	\$40.00
Sub Total				\$365,374.37

Arapahoe Public School District #18

Check Payments By Fund Report 07/14/2023

Sorted By	Description				
Fund	General Fund				
Check Number	Check Date	Payee	Account Code	Reason	Amount
ACH	7/14/2023	403b	01-941-000	Liability Payment	\$4,540.40
36424	7/14/2023	AFLAC	01-941-000	Liability Payment	\$2,529.08
36435	7/14/2023	Ag Valley Cooperative Non-Stock	01-2-02710-626-001-0000	Diesel	\$45.29
36435	7/14/2023	Ag Valley Cooperative Non-Stock	01-2-02710-626-002-0000	Diesel	\$55.36
36435	7/14/2023	Ag Valley Cooperative Non-Stock	01-2-02630-626-001-0000	Fuel for Custodial/Maintenance	\$119.86
36435	7/14/2023	Ag Valley Cooperative Non-Stock	01-2-02630-626-002-0000	Fuel for Custodial/Maintenance	\$146.49
36435	7/14/2023	Ag Valley Cooperative Non-Stock	01-2-02710-626-001-0000	Gas	\$376.06
36435	7/14/2023	Ag Valley Cooperative Non-Stock	01-2-02710-626-002-0000	Gas	\$459.63
36436	7/14/2023	Amazon Capital Services	01-2-01100-610-002-0104	(1) Chair - 3rd Grade	\$129.97
36436	7/14/2023	Amazon Capital Services	01-2-02120-610-001-0000	(1) Chair - Counselor (Monie)	\$58.49
36436	7/14/2023	Amazon Capital Services	01-2-02120-610-002-0000	(1) Chair - Counselor (Monie)	\$71.48
36436	7/14/2023	Amazon Capital Services	01-2-01100-610-001-0117	(1) Chair - Spanish	\$129.97
36436	7/14/2023	Amazon Capital Services	01-2-02610-610-001-0000	Franssen-Dewalt Hedge Trimmer	\$65.25
36436	7/14/2023	Amazon Capital Services	01-2-02610-610-002-0000	Franssen-Dewalt Hedge Trimmer	\$79.75
36436	7/14/2023	Amazon Capital Services	01-2-02410-610-001-0000	Helms, C-Printer Toner	\$63.43
36436	7/14/2023	Amazon Capital Services	01-2-02410-610-002-0000	Helms, C-Printer Toner	\$77.52
36436	7/14/2023	Amazon Capital Services	01-2-02610-610-001-0000	Huxoll, S-(2) Calendar Planners; Rubberbands	\$28.32
36436	7/14/2023	Amazon Capital Services	01-2-02610-610-002-0000	Huxoll, S-(2) Calendar Planners; Rubberbands	\$34.61
36436	7/14/2023	Amazon Capital Services	01-2-01100-610-001-0120	Huxoll, S-(2) Shelving Units-Kronhofman	\$330.76
36437	7/14/2023	Arapahoe Utilities	01-2-02610-621-001-0000	Electricity	\$2,773.09
36437	7/14/2023	Arapahoe Utilities	01-2-02610-621-002-0000	Electricity	\$3,389.50
36437	7/14/2023	Arapahoe Utilities	01-2-02610-420-001-0000	Trash	\$232.42
36437	7/14/2023	Arapahoe Utilities	01-2-02610-420-002-0000	Trash	\$284.08
36437	7/14/2023	Arapahoe Utilities	01-2-02610-410-001-0000	Water & Sewer	\$694.42
36437	7/14/2023	Arapahoe Utilities	01-2-02610-410-002-0000	Water & Sewer	\$848.76
36438	7/14/2023	AT&T	01-2-02580-530-001-0000	Long Distance	\$54.42
36438	7/14/2023	AT&T	01-2-02580-530-002-0000	Long Distance	\$66.53
36439	7/14/2023	ATC Communications	01-2-02580-530-001-0000	Local Phone	\$161.67
36439	7/14/2023	ATC Communications	01-2-02580-530-002-0000	Local Phone	\$197.61
ACH	7/14/2023	Banner Capital Bank	01-941-000	Liability Payment	\$363.28
36440	7/14/2023	Black Hills Energy	01-2-02610-621-001-0000	Gas Service	\$162.46
36440	7/14/2023	Black Hills Energy	01-2-02610-621-002-0000	Gas Service	\$198.58
36441	7/14/2023	Blick Art Materials	01-2-01100-610-002-0105	Henderson-Drawing Paper	\$66.21
36441	7/14/2023	Blick Art Materials	01-2-01100-610-001-0113	Woodsley-Mat Frames, Paint	\$12.71
36441	7/14/2023	Blick Art Materials	01-2-01100-610-002-0113	Woodsley-Mat Frames, Paint	\$15.53
36425	7/14/2023	Blue Cross Blue Shield of Nebraska	01-941-000	Liability Payment	\$54,289.12
36442	7/14/2023	Bluffs Facility Solutions	01-2-02610-610-001-0000	Huxoll, S-Disinfecting Spray	\$32.41
36442	7/14/2023	Bluffs Facility Solutions	01-2-02610-610-002-0000	Huxoll, S-Disinfecting Spray	\$39.62
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-001-0000	6/12 Claims	\$47.59
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-002-0000	6/12 Claims	\$57.87
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-001-0000	6/12 Meeting Notice	\$3.43
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-002-0000	6/12 Meeting Notice	\$4.18
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-001-0000	6/12 Minutes	\$58.63
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-002-0000	6/12 Minutes	\$71.29
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-001-0000	6/21 Meeting Notice	\$3.80
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-002-0000	6/21 Meeting Notice	\$4.62
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-001-0000	6/21 Minutes	\$32.21
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-002-0000	6/21 Minutes	\$39.16
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-001-0000	7/11 Meeting Notice (LB243)	\$4.34
36444	7/14/2023	CAMAS Publishing, LLC	01-2-02560-540-002-0000	7/11 Meeting Notice (LB243)	\$5.28
36445	7/14/2023	Cannon Sports Inc.	01-2-02610-610-001-0000	Huxoll, S-Blue Floor Marking Tape	\$27.70
36445	7/14/2023	Cannon Sports Inc.	01-2-02610-610-002-0000	Huxoll, S-Blue Floor Marking Tape	\$33.86
36447	7/14/2023	Computer Hardware	01-2-01100-610-002-0000	Stagemeyer, R-(1) MacBook Air Laptops (Teacher Computer-Emily Pearson)	\$999.00
36447	7/14/2023	Computer Hardware	01-2-01100-610-001-0000	Stagemeyer, R-(2) MacBook Air Laptops (Teacher Computer-Jeff Spaulding, Cali Gunderson)	\$1,998.00
36426	7/14/2023	CREDIT MANAGEMENT-DO	01-941-000	Liability Payment	\$256.91

36427	7/14/2023	CREDIT MANAGEMENT-JL	01-941-000	Liability Payment	\$229.12
36448	7/14/2023	Culligan of McCook	01-2-02610-410-001-0000	Rent	\$29.25
36448	7/14/2023	Culligan of McCook	01-2-02610-410-002-0000	Rent	\$35.75
36449	7/14/2023	D & D Service	01-2-02730-431-001-0000	06 Chevy Express Van-Service	\$31.54
36449	7/14/2023	D & D Service	01-2-02730-431-002-0000	06 Chevy Express Van-Service	\$38.54
36449	7/14/2023	D & D Service	01-2-02730-431-001-0000	07 Chevy Express Van-Service	\$31.07
36449	7/14/2023	D & D Service	01-2-02730-431-002-0000	07 Chevy Express Van-Service	\$37.96
ACH	7/14/2023	Department Of Revenue	01-941-000	Liability Payment	\$6,672.32
ACH	7/14/2023	District 18 Section 125 Acct	01-941-000	Liability Payment	\$2,118.99
36451	7/14/2023	Dollar General	01-2-02610-610-001-0000	Huxoll, S-Bleach	\$4.28
36451	7/14/2023	Dollar General	01-2-02610-610-002-0000	Huxoll, S-Bleach	\$5.22
36451	7/14/2023	Dollar General	01-2-02610-610-001-0000	Huxoll, S-Swiffer Dusters	\$10.80
36451	7/14/2023	Dollar General	01-2-02610-610-002-0000	Huxoll, S-Swiffer Dusters	\$13.20
36452	7/14/2023	Eakes Office Solutions	01-2-02230-432-001-0000	Copier Maintenance (3/28/23-6/27/23)	\$115.95
36452	7/14/2023	Eakes Office Solutions	01-2-02230-432-002-0000	Copier Maintenance (3/28/23-6/27/23)	\$141.70
36452	7/14/2023	Eakes Office Solutions	01-2-02610-610-001-0000	Huxoll, S-Stainless Steel Wipes, Glass Cleaner, Trashbags, Toilet Cleaner, Defoamer, Vac. Bags	\$246.31
36452	7/14/2023	Eakes Office Solutions	01-2-02610-610-002-0000	Huxoll, S-Stainless Steel Wipes, Glass Cleaner, Trashbags, Toilet Cleaner, Defoamer, Vac. Bags	\$301.05
36452	7/14/2023	Eakes Office Solutions	01-2-02610-610-001-0000	Huxoll, S-Vacuum Parts	\$144.74
36452	7/14/2023	Eakes Office Solutions	01-2-02610-610-002-0000	Huxoll, S-Vacuum Parts	\$176.81
36453	7/14/2023	Educational Service Unit Coordinating Council	01-2-01100-643-001-0128	Swank Movie K12 Streaming, 301-500 (23-24)	\$405.45
36453	7/14/2023	Educational Service Unit Coordinating Council	01-2-01100-643-002-0128	Swank Movie K12 Streaming, 301-500 (23-24)	\$495.55
ACH	7/14/2023	EFTPS	01-941-000	Liability Payment	\$42,920.30
36454	7/14/2023	EPCO Ltd, Inc	01-2-02610-610-001-0000	Huxoll, S-Toilet Partition Parts	\$31.95
36454	7/14/2023	EPCO Ltd, Inc	01-2-02610-610-002-0000	Huxoll, S-Toilet Partition Parts	\$39.05
36455	7/14/2023	ESU #11	01-2-02130-591-001-0000	2022-23 Nurse	\$803.67
36455	7/14/2023	ESU #11	01-2-02130-591-002-0000	2022-23 Nurse	\$982.27
36455	7/14/2023	ESU #11	01-2-01100-810-001-0000	2023-24 IXL Math, ELA	\$964.80
36455	7/14/2023	ESU #11	01-2-01100-810-002-0000	2023-24 IXL Math, ELA	\$1,179.20
36455	7/14/2023	ESU #11	01-2-01100-810-001-0000	Edgenuity Webinar Training	\$750.00
36456	7/14/2023	First Central Bank	01-2-02510-351-001-0000	6/13/23 Payroll CD	\$4.32
36456	7/14/2023	First Central Bank	01-2-02510-351-002-0000	6/13/23 Payroll CD	\$5.28
ACH	7/14/2023	First State Bank-Holdrege KGardner	01-941-000	Liability Payment	\$111.11
ACH	7/14/2023	First State Bank-Holdrege RDrews	01-941-000	Liability Payment	\$613.28
36457	7/14/2023	Follett Content Solutions, LLC	01-2-02220-640-002-0128	Klein-Middle Grade Graphic Novels	\$308.87
36457	7/14/2023	Follett Content Solutions, LLC	01-2-02220-640-002-0128	Klein-Middle Grade Nonfiction Books	\$1,080.24
36457	7/14/2023	Follett Content Solutions, LLC	01-2-02220-640-001-0128	Klein-Young Adult Fiction Books	\$281.65
36457	7/14/2023	Follett Content Solutions, LLC	01-2-02220-640-001-0128	Klein-Young Adult Nonfiction Books	\$1,624.30
36459	7/14/2023	HARRIS SCHOOL SOLUTIONS	01-2-02510-643-001-0000	AOD Hosting 9/1/23-8/31/24	\$711.44
36459	7/14/2023	HARRIS SCHOOL SOLUTIONS	01-2-02510-643-002-0000	AOD Hosting 9/1/23-8/31/24	\$869.53
36460	7/14/2023	Hemelstrand's Inc.	01-2-02610-610-001-0000	Crosley-Deck Box for Prom Storage	\$189.00
36460	7/14/2023	Hemelstrand's Inc.	01-2-02610-610-001-0000	Franssen-Anchors, Roudup, Clamps, Weed Killer, Oil, Shovel, Grass, Tape Measure	\$102.37
36460	7/14/2023	Hemelstrand's Inc.	01-2-02610-610-002-0000	Franssen-Anchors, Roudup, Clamps, Weed Killer, Oil, Shovel, Grass, Tape Measure	\$125.09
36460	7/14/2023	Hemelstrand's Inc.	01-2-02610-610-001-0000	Huxoll, S-Paint, Painting Supplies	\$84.86
36460	7/14/2023	Hemelstrand's Inc.	01-2-02610-610-002-0000	Huxoll, S-Paint, Painting Supplies	\$103.69
36460	7/14/2023	Hemelstrand's Inc.	01-2-01100-610-001-0112	Leising-Totes	\$44.97
36461	7/14/2023	Hometown Leasing	01-2-02230-443-001-0000	Copier Lease Pmt 037	\$764.25
36461	7/14/2023	Hometown Leasing	01-2-02230-443-002-0000	Copier Lease Pmt 037	\$934.09
36462	7/14/2023	JAZMAT Enterprises	01-2-02610-352-001-0000	Prep & finish 2 coats of polyurethane-North Gym; Prep & finish 2 coats of waterbase-South Gym	\$717.39
36462	7/14/2023	JAZMAT Enterprises	01-2-02610-352-002-0000	Prep & finish 2 coats of polyurethane-North Gym; Prep & finish 2 coats of waterbase-South Gym	\$876.81
ACH	7/14/2023	Katharine E Sisson	01-2-02153-320-002-0000	Speech-June	\$79.00
ACH	7/14/2023	MCCOOK JS	01-941-000	Liability Payment	\$723.56
36464	7/14/2023	Mid-American Research Chemical	01-2-02610-610-001-0000	Huxoll, S-Polyurethane Gym Finish, Hi-Solids Polyurethane Gym Finish, Full Court Finish	\$2,770.41
36464	7/14/2023	Mid-American Research Chemical	01-2-02610-610-002-0000	Huxoll, S-Polyurethane Gym Finish, Hi-Solids Polyurethane Gym Finish, Full Court Finish	\$3,386.09
36465	7/14/2023	Mosyle Corporation	01-2-02230-650-001-0126	Mosyle Manager License Fee 4/30/23-4/30/24 (312)	\$772.20
36465	7/14/2023	Mosyle Corporation	01-2-02230-650-002-0126	Mosyle Manager License Fee 4/30/23-4/30/24 (312)	\$943.80

36467	7/14/2023	Nebraska Council of School Administrators	01-2-02320-810-001-0000	2023 NE Educator Shortage Summit 2.0-Drews	\$51.75
36467	7/14/2023	Nebraska Council of School Administrators	01-2-02320-810-002-0000	2023 NE Educator Shortage Summit 2.0-Drews	\$63.25
36467	7/14/2023	Nebraska Council of School Administrators	01-2-06700-810-001-0000	Hambidge, C-2023 NCE Conference Registration	\$385.00
ACH	7/14/2023	NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS	01-941-000	Liability Payment	\$37,933.40
36468	7/14/2023	Nebraska Rural Community Schools Association (NRCSA)	01-2-02310-810-001-0000	2023-24 NRCSA Membership Dues	\$382.50
36468	7/14/2023	Nebraska Rural Community Schools Association (NRCSA)	01-2-02310-810-002-0000	2023-24 NRCSA Membership Dues	\$467.50
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-001-0000	Background Check-Joppa, D	\$16.42
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-002-0000	Background Check-Joppa, D	\$20.08
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-001-0000	Background Checks-Ellis, G	\$11.92
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-002-0000	Background Checks-Ellis, G	\$14.58
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-001-0000	Background Checks-Goshert, N	\$16.42
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-002-0000	Background Checks-Goshert, N	\$20.08
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-001-0000	Background Checks-Metzger, D	\$11.92
36469	7/14/2023	One Source the Background Check Company	01-2-02510-810-002-0000	Background Checks-Metzger, D	\$14.58
ACH	7/14/2023	PR Dir Deposit	01-941-000	Liability Payment	\$134,218.38
36428	7/14/2023	Principal Life Insurance Company	01-941-000	Liability Payment	\$1,186.88
36470	7/14/2023	QUADIENT LEASING	01-2-02510-443-001-0000	Postage Machine Lease	\$76.94
36470	7/14/2023	QUADIENT LEASING	01-2-02510-443-002-0000	Postage Machine Lease	\$94.03
36471	7/14/2023	Reliable Pest Control Services, Inc.	01-2-02610-352-001-0000	Spraying	\$36.00
36471	7/14/2023	Reliable Pest Control Services, Inc.	01-2-02610-352-002-0000	Spraying	\$44.00
36472	7/14/2023	S & W Auto Parts	01-2-02730-431-001-0000	'16 Bus-Headlight	\$5.98
36472	7/14/2023	S & W Auto Parts	01-2-02730-431-002-0000	'16 Bus-Headlight	\$7.31
36473	7/14/2023	SCHOOLMATE	01-2-02410-610-001-0000	Perez-(170) Planners for Grades 7-12	\$1,030.20
ACH	7/14/2023	Schutz Jennifer A OTR-L	01-2-02163-320-002-0000	OT-June	\$98.75
36474	7/14/2023	Teacher Innovations, Inc.	01-2-01100-810-001-0000	Planbook.com 1-year subscription for 31 staff members-Online teacher plan system	\$188.33
36474	7/14/2023	Teacher Innovations, Inc.	01-2-01100-810-002-0000	Planbook.com 1-year subscription for 31 staff members-Online teacher plan system	\$230.17
ACH	7/14/2023	U.S. Bank	01-2-02650-626-001-0000	Andrews, K-Ag Valley-Fuel-CPI Training	\$13.50
ACH	7/14/2023	U.S. Bank	01-2-02650-626-002-0000	Andrews, K-Ag Valley-Fuel-CPI Training	\$16.51
ACH	7/14/2023	U.S. Bank	01-2-02140-580-001-0000	Andrews, K-Comfort Suites-Hotel-CPI Training	\$296.24
ACH	7/14/2023	U.S. Bank	01-2-02140-580-002-0000	Andrews, K-Comfort Suites-Hotel-CPI Training	\$362.62
ACH	7/14/2023	U.S. Bank	01-2-02140-580-001-0000	Andrews, K-Jimmy Johns-Meal-CPI Training	\$10.52
ACH	7/14/2023	U.S. Bank	01-2-02140-580-002-0000	Andrews, K-Jimmy Johns-Meal-CPI Training	\$12.88
ACH	7/14/2023	U.S. Bank	01-2-02140-580-001-0000	Andrews, K-Runza-Meal-CPI Training	\$5.27
ACH	7/14/2023	U.S. Bank	01-2-02140-580-002-0000	Andrews, K-Runza-Meal-CPI Training	\$6.44
ACH	7/14/2023	U.S. Bank	01-2-02650-626-001-0000	Andrews, K-Shell-Fuel-CPI Training	\$20.53
ACH	7/14/2023	U.S. Bank	01-2-02650-626-002-0000	Andrews, K-Shell-Fuel-CPI Training	\$25.10
ACH	7/14/2023	U.S. Bank	01-2-02140-580-001-0000	Andrews, K-Sonic-Meal-CPI Training	\$4.46
ACH	7/14/2023	U.S. Bank	01-2-02140-580-002-0000	Andrews, K-Sonic-Meal-CPI Training	\$5.46
ACH	7/14/2023	U.S. Bank	01-2-02320-890-001-0000	Drews-Eileens Cookies-Cookies for Staff	\$7.88
ACH	7/14/2023	U.S. Bank	01-2-02320-890-002-0000	Drews-Eileens Cookies-Cookies for Staff	\$9.62
ACH	7/14/2023	U.S. Bank	01-2-02320-610-001-0000	Drews-OfficeMax-Folders	\$21.71
ACH	7/14/2023	U.S. Bank	01-2-02320-610-002-0000	Drews-OfficeMax-Folders	\$26.54
ACH	7/14/2023	U.S. Bank	01-2-02310-890-001-0000	Hilker-Caseys-Breakfast Pizza, Juice-6/21 Board Meeting	\$20.48
ACH	7/14/2023	U.S. Bank	01-2-02310-890-002-0000	Hilker-Caseys-Breakfast Pizza, Juice-6/21 Board Meeting	\$25.03
ACH	7/14/2023	U.S. Bank	01-2-01100-610-001-0131	Spaulding, J-Harbor Freight-Dust Pans, Blades, Dust Collection, Miter Saw, Bandsaw, Jacks, Brooms, Brushes, Squares, Chisels, Hammers, Clamps, Pry Bars, Air Hose, Air Tools, Levels	\$1,647.89
ACH	7/14/2023	U.S. Bank	01-2-01200-610-002-0109	Thomas-Bobbooks.com-Beginning Readers Set 1	\$19.64
ACH	7/14/2023	UB&T AHuxoll	01-941-000	Liability Payment	\$413.28
ACH	7/14/2023	UB&T BMues	01-941-000	Liability Payment	\$313.28
ACH	7/14/2023	UB&T CHAMBIDGE	01-941-000	Liability Payment	\$173.61
ACH	7/14/2023	UB&T CHelms	01-941-000	Liability Payment	\$136.11
ACH	7/14/2023	UB&T CHilker	01-941-000	Liability Payment	\$313.28
ACH	7/14/2023	UB&T DKronhofman	01-941-000	Liability Payment	\$186.11
ACH	7/14/2023	UB&T HThomas	01-941-000	Liability Payment	\$721.64
ACH	7/14/2023	UB&T JStrand	01-941-000	Liability Payment	\$363.28
ACH	7/14/2023	UB&T KDeisley	01-941-000	Liability Payment	\$111.11
ACH	7/14/2023	UB&T KHelms	01-941-000	Liability Payment	\$313.28

ACH	7/14/2023	UB&T KSpaulding	01-941-000	Liability Payment	\$313.28
ACH	7/14/2023	UB&T LCrosley	01-941-000	Liability Payment	\$233.31
ACH	7/14/2023	UB&T LSchutz	01-941-000	Liability Payment	\$233.31
ACH	7/14/2023	UB&T LWeatherwax	01-941-000	Liability Payment	\$111.11
ACH	7/14/2023	UB&T LyWeatherwax	01-941-000	Liability Payment	\$111.11
ACH	7/14/2023	UB&T MRawson	01-941-000	Liability Payment	\$463.28
ACH	7/14/2023	UB&T PBlackmore	01-941-000	Liability Payment	\$111.11
ACH	7/14/2023	UB&T RStagemeyer	01-941-000	Liability Payment	\$111.11
36475	7/14/2023	Union Bank & Trust Company	01-2-02510-351-001-0000	FSA/DCA (10); HSA (18) - May	\$34.20
36475	7/14/2023	Union Bank & Trust Company	01-2-02510-351-002-0000	FSA/DCA (10); HSA (18) - May	\$41.80
36476	7/14/2023	UNITED STATES POSTAL SERVICE	01-2-02560-531-001-0000	Newsletter postage	\$59.73
36476	7/14/2023	UNITED STATES POSTAL SERVICE	01-2-02560-531-002-0000	Newsletter postage	\$72.99
36478	7/14/2023	WOODWARD'S DISPOSAL SERVICE, INC.	01-2-02610-420-001-0000	Shredding	\$18.00
36478	7/14/2023	WOODWARD'S DISPOSAL SERVICE, INC.	01-2-02610-420-002-0000	Shredding	\$22.00
Sub Total					\$338,222.46

Sorted By		Description			
Fund	School Nutrition Fund				
Check Number	Check Date	Payee	Account Code	Reason	Amount
36424	7/14/2023	AFLAC	06-941-000	Liability Payment	\$57.64
36425	7/14/2023	Blue Cross Blue Shield of Nebraska	06-941-000	Liability Payment	\$777.88
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-890-001-0000	Goshert-Food (Will Reimb APS)	\$19.59
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-890-002-0000	Goshert-Food (Will Reimb APS)	\$23.95
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-630-001-0000	Summer Food Program - Food	\$883.81
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-630-002-0000	Summer Food Program - Food	\$1,080.71
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-630-001-0000	Summer Food Program - Milk	\$139.11
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-630-002-0000	Summer Food Program - Milk	\$170.08
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-610-001-0000	Summer Food Program-Plastic Forks/Spoons	\$32.03
36446	7/14/2023	Cash-Wa Distributing Company of Kearney, Inc.	06-2-03100-610-002-0000	Summer Food Program-Plastic Forks/Spoons	\$39.17
ACH	7/14/2023	Department Of Revenue	06-941-000	Liability Payment	\$65.71
ACH	7/14/2023	EFTPS	06-941-000	Liability Payment	\$715.50
ACH	7/14/2023	NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS	06-941-000	Liability Payment	\$665.02
ACH	7/14/2023	PR Dir Deposit	06-941-000	Liability Payment	\$2,973.92
36428	7/14/2023	Principal Life Insurance Company	06-941-000	Liability Payment	\$34.65
36477	7/14/2023	Wagner's Supermarket, Inc.	06-2-03100-630-001-0000	Summer Food Program - Milk	\$23.18
36477	7/14/2023	Wagner's Supermarket, Inc.	06-2-03100-630-002-0000	Summer Food Program - Milk	\$28.33
Sub Total					\$7,730.28

Sorted By		Description			
Fund	Special Building Fund				
Check Number	Check Date	Payee	Account Code	Reason	Amount
36450	7/14/2023	DeVries Furniture & Floor Covering, LLC	08-2-04700-450-001-0000	Final Payment-Carpet Vocal Room	\$1,768.31
36450	7/14/2023	DeVries Furniture & Floor Covering, LLC	08-2-04700-450-002-0000	Final Payment-Carpet Vocal Room	\$2,161.27
36458	7/14/2023	Hammer2It	08-2-04700-450-002-0000	PK Room Window Replacement	\$15,492.05
Sub Total					\$19,421.63
Grand Total					\$365,374.37

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
 - b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: January 12, 2023

Revised on: _____

Reviewed on: _____

5045 Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. 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.

A. 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.

B. Listing of Fees Charged by this District.

1. Guidelines for 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 not 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 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 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 of this convenience fee charged by the district will be \$50.00.

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. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$100.00. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$50.00.

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 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
 - Covers admission to all extracurricular events
- Student Participation Fee: \$30.00
 - Required of all students who participate in athletics and/or other extracurricular activities
- National Honor Society: \$50.00
- Cheerleading, Drill Team, Flag Corps: \$50.00
 - 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: \$500.00
- Football: \$ 25.00
 - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$25.00
 - Students must provide their own golf shoes, undergarments, and clubs

- Track, Volleyball, and Wrestling: \$25.00
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$50.00
 - Students must purchase their own jackets and pay dues
- FCCLA: \$50.00
- Spanish Club: \$25.00

7. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's 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 choose 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 \$400.00 per course.

8. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district 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 \$100.00.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students 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 \$0.15 per page for reproduction of student records.

10. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$6.00 per day.

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 charged by the district for summer and night school shall be \$100.00.

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-8
 - Regular Price \$2.00
 - Reduced Price \$0.30
- Breakfast Program – Grades 9-12
 - Regular Price \$2.15
 - Reduced Price \$0.30
- Lunch Program – Grades K-8
 - Regular Price \$3.20
 - Reduced Price \$0.40
- Lunch Program – Grades 9-12
 - Regular Price \$3.40
 - Reduced Price \$0.40

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. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$25.00
 - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$25.00
 - 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 \$_____

14. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in 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. 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 \$_____.

C. 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. Actual participation in the free or reduced-price lunch program is not required 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.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, 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 clearly communicate that fact to students, parents and patrons.

F. 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.

G. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: _____
Revised on: _____
Reviewed on: _____

ARAPAHOE-HOLBROOK Public Schools Staff Handbook 2023-2024



Arapahoe-Holbrook Public Schools
610 Walnut St.
Arapahoe, NE 68922
Phone: (308) 962-5458
Fax: (402) 962-7481

<https://www.arapahoewarriors.org/>

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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

(Bd Policy # 3053)

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 following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Robert Drews
 Title: Superintendent
 Address: 610 Walnut Street Arapahoe, NE 68922
 Telephone: 308-962-5458
 E-mail: bob.drews@arapahoewarriors.org

For further information on notice of nondiscrimination, visit <https://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html> for the address and phone number of the office that serves your area or call 1-800421-3481.

For additional prohibited discrimination and related information, please review Bd Policy 3053: Nondiscrimination.

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs		
Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; gender equity/identity or preference	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity / identity or preference	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent

Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent
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DRUG-FREE WORKPLACE REQUIREMENTS

(Bd Policy # 4002)

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.

**SECTION ONE:
STAFF DIRECTORY**

Members of the Board of Education:

- Dan Warner..... President
- Chad Carpenter..... Vice President
- Erick Lee..... Board Member
- Nancy Schutz..... Board Member
- Rod Whipple..... Board Member
- Leigh Zodrow..... Board Member

Administrative Staff:

Robert Drews..... Superintendent
Benjamin Ellis..... Elementary Principal
Rudy Perez..... Jr./Sr. High School Principal

Office Staff:

Cassie Hilker..... Business Mgr
Casie Helms.....Data Manager
Krissy Deisley.....Building Secretary
Reid Stagemeyer.....Technology Director

Elementary School Teaching Staff:

Preston Blackmore.....Physical Education
Pam Breinig.....Guidance Counselor
Shasta Hambidge.....Grade 2
Katie Helms.....Title I
Sue Helms (1st Sem).....Grade 3
Dale Henderson.....Grade 4
Elizabeth Klein.....Media Specialist/Title I
Kara Krejdl (2nd Sem).....Grade 3
Valerie Leising.....Vocal Music
LeAndra Monie.....Guidance Counselor
Brandon Mues.....Grade 5
Emily Pearson.....Preschool
Lisa Schutz.....Grade 1
Allison Sharp.....Instrumental Music
Julie Stagemeyer.....Kindergarten
Heidi Thomas.....Special Education
Molly Wendland.....Grade 6
Ashley Woosley.....Art

Jr./Sr. High School Teaching Staff:

Preston Blackmore.....Physical Education
Pam Breinig.....Guidance Counselor
Lynn Crosley.....Business
Riley Dirgo.....English/Language Arts
Kelsie Eman.....Mathematics
Cali Gunderson (2nd Sem).....Science
Chandler Hambidge.....Agriculture
Amy Huxoll.....Special Education/Biology
Elizabeth Klein.....Media Specialist
Dustin Kronhofman.....Social Studies/Phys. Educ.
Valerie Leising.....Vocal Music

LeAndra Monie.....Guidance Counselor
 Jenaya Pierce.....Science
 Michelle Rawson.....English/Language Arts
 Allison Sharp.....Instrumental Music
 Jeff Spaulding.....Industrial Technology
 Reid Stagemeyer.....Computer Tech./Mathematics
 John Strand.....Mathematics
 Ashley Woosley.....Art

Food Services:

Thersa Shearer..... Head Food Service
 Brenda Goshert.....Food Service Staff
 Diane Joppa..... Food Service Staff
 Sheri Shivelbein..... Food Service Staff
 Thomas Adams..... Food Service Staff
 April Taylor..... Food Service Staff

Maintenance/Custodial:

Seneca Huxoll..... Head Custodian
 Cheryl Chambers.....Custodial Staff
 Jean Bockerman.....Custodial Staff
 James Foley.....Custodial Staff
 Buck Franssen.....Head Maintenance

Support Staff:

Star Corbin.....Secondary Paraeducator
 Christy Drews.....Elementary Paraeducator
 Angel GroveElementary Paraeducator
 Julie Lambert.....Elementary Paraeducator
 Christina Maaske.....Secondary Paraeducator
 Dawn Odell.....Elementary Paraeducator
 Sonya Sitorius.....Elementary Paraeducator
 Lesli Weatherwax.....Elementary Paraeducator
 Lynze Weatherwax.....Elementary Educator
 Chelsey Zodrow.....Elementary Paraeducator

Transportation Department:

Julie Eidson..... Transportation Director
 CeCe Loganbill..... Route Driver
 Kent Tidyman.....Route Driver
 Lynn Crosley..... Route Driver
 Casie Helms..... Route Driver
 Dawn Odell.....Route Driver
 Dennis Roskop..... Activity Driver
 Bill Shearer..... Substitute Route Driver

SECTION TWO: 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 by 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

The school day for the students typically begins at 8:00 am. and ends at 3:40 pm. Monday through Thursday. Friday dismissal is at 2:30pm. Students are to leave the school grounds after dismissal. School staff will provide supervision for students on school grounds 30 minutes before the school day begins and 20 minutes after the school day ends. Supervision in the lunchroom begins at 7:30 a.m. and on the playground at 7:40 a.m. Children who walk, or children who are dropped off to school should not arrive before this time unless special arrangements have been made for supervision inside the school building. **There will be no supervision provided by the school before or after these times.** Parents must make arrangements for their children to leave school promptly at the end of the day.

Students may not enter the school building before 7:30 a.m. The doors will remain locked until that time. Students shall not remain in the building after school has been dismissed, unless they are under the supervision of a teacher or sponsor. A bell will ring at 8:00 a.m. indicating the start of the school day.

Bell Schedule (Jr./Sr. High School)

AHPS Jr/Sr High School
2023-2024
Regular Bell Schedule (M-TH)

Period 1	8:00 - 8:50
Period 2	8:50 - 9:40
Period 3	9:40 - 10:30
Period 4	10:30 -11:20
Period 5	11:20 - 12:10
Period 6	12:10 - 1:30
	<small>* JH Lunch A 12:15-12:45 / JH Lunch B 12:20-12:50 * HS Lunch A 12:25-12:55 / HS Lunch B 12:30-1:00</small>
Period 7	1:30 - 2:20
Period 8	2:20 - 2:50 (Warrior Time)
Period 9	2:50 - 3:40

AHPS Jr/Sr High School
2023-2024
Friday Bell Schedule

Period 1	8:00 - 8:43
Period 2	8:43 - 9:26
Period 3	9:26 - 10:09
Period 4	10:09 -10:52
Period 5	10:52 - 11:35
Period 6	11:35 - 12:18
Period 7	12:18 - 1:31
	<small>* JH Lunch A 12:18-12:48 / JH Lunch B 12:20-12:50 * HS Lunch A 12:25-12:55 / HS Lunch B 12:30-1:00</small>
Period 8	1:31 - 1:47 (Warrior Time)
Period 9	1:47 - 2:30

Board Policies, Rules, and Directives

(Bd Policy # 1002)

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. 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 the Staff Handbook Form, 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.**

Link: [INSERT HYPERLINK TO SITE W FULL BOARD POLICIES](#)

Child Abuse

(Bd Policy # 4054)

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

(Bd Policy # 2006)

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. Students and employees who believe they have been subjected to sexual harassment in violation of Title IX should refer to the board's policy titled "Title IX", attached below.

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; 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 calendar 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 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) calendar 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 calendar days after the superintendent receives 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.
 - 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 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 receives the 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.

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

(Bd Policy # 4012)

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 to this handbook. Staff should also refer to and comply with the board policy regarding Staff and District Social Media Use.

Conflict of Interest

(Bd Policy # 4053)

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

(Bd Policy # 3020)

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/studentcopyright/>. 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

(Bd Policy # 4018)

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

(Bd Policy # 3041)

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 (Long-Term)

Long-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. Long-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: Robert Drews at (308) 962-5458, bob.drews@arapahoewarriors.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: Robert Drews at (308) 962-5458, bob.drews@arapahoewarriors.org 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 Robert Drews at (308) 962-5458, bob.drews@arapahoewarriors.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)

(Bd Policy # 4060)

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 must provide their driver's license to the superintendent's secretary before the start of every school year. 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 or other electronic communication devices 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

(Bd Policy # 4041)

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 conveys 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. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.

The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:

- For men: shirts without collars, unless the shirt can be deemed professional by other standards.
- Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
- Shorts, except when teaching physical education class or at athletic or other activity practices.
- Blue jeans, except at athletic or other activity practices, or on days designated by administration to be "dress down" days.
- Hats, except when worn outside for sun coverage.
- Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
- Any attire which is immodest or may distract other employees or students in the learning environment.

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

(Bd Policy # 4002)

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 Substitute for child abuse and/or neglect;
- Any complaint or other administrative filing against the Substitute that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the Substitute's driver's license or ability or authority to operate a motor vehicle if the Substitute'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

(Bd Policy # 4060)

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

(Bd Policy # 2007)

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)

(Bd Policy # 4011)

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 a moderate amount of personal e-mail correspondence. 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

(Bd Policy #4020)

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

(Bd Policy # 4016)

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 and are responsible for setting the security system after 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. Under no circumstances are staff to loan keys to students or anyone not employed by AHPS. Each classroom teacher must check that the doors 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

(Bd Policy # 4062)

Staff members must review and comply with the board's policy regarding locker room supervision.

Maintenance & Cleaning Request Forms

Staff members should email maintenance & building administrator requests just as soon as they need or see a maintenance problem.

Meals Program

(Bd Policy # 3012)

Staff may take advantage of meals offered through the district's foods program. Staff may purchase lunches from the school cafeteria for \$4.25 per day. The lunch price includes one carton of milk. Extra cartons cost \$0.40 cents. 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

(Bd Policy # 4011.1)

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

(Bd Policy # 4045)

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

(Bd Policy #3017)

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 administration 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.

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

(Bd Policy # 4008)

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.

Personnel File

(Bd Policy # 4007)

AHPS shall maintain a personnel file for each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties, or an attorney representing the board of education or administration, shall be granted access to employees' personnel files.

Political Activities

(Bd Policy # 4044)

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.

Pregnant or Parenting Students

(Bd Policy # 5008)

The school district encourages students who are pregnant or parenting 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

(Bd Policy # 4043)

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

(Bd Policy #4032)

All certificated staff must complete six units (60 hours) every six years and shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

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

Purchasing

(Bd Policy # 3036)

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

(Bd Policy # 5016)

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

(Bd Policy # 5063)

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.

SafeSchools Trainings

All staff members will be required to complete online SafeSchools trainings throughout the school year. All required SafeSchool trainings will be determined by the superintendent or his/her designee and will be made available to staff according to the negotiated agreement.

School Activity Calendar

The official school activity 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

(Bd Policy #3014)

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

(Bd Policy #3011 / #4060)

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

(Bd Policy # 3040)

Each staff member is responsible for the security of his/her own classroom or work area. 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 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

(Bd Policy # 3016)

Smoking, including the possession or use of 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

(Bd Policy # 3045)

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

(Bd Policy #4051)

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.

Solicitation and Distribution of Merchandise

(Bd Policy # 4008)

In the interest of maintaining a proper school environment and preventing interference 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 except as approved by the administration.

Staff Workroom

The staff workroom 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 workroom in an orderly and presentable condition.

Student Interviews

(Bd Policy # 5022)

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' use of personal cell phones during class time is not to interfere with or disrupt expected duties.

Threat Assessment and Response

(Bd Policy # 3039)

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 (team) shall consist of the superintendent of schools, building principals, school counselors, 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.

Ticket Taking

All staff may be expected to take tickets at one time or another at home events. Staff members who coach/sponsor a sport/activity 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. The pay rate for taking tickets is determined by the negotiated agreement.

Transportation Request Forms

Staff members must email transportation requests to the transportation director & building administrator as soon as they know they need school-provided transportation to allow the transportation 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

Staff members are paid on the 15th of each month, unless the 15th falls on a weekend or a holiday, then staff members will be paid on the last working day prior to the 15th. 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

(Bd Policy #3013 / #5001 / #6026)

If school is called off because of bad weather or for any other reason, it will be announced on KHGI (NTV), local radio stations, District Website & Social Media Pages, and AHPS messaging systems.

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.

SECTION THREE: POLICIES AND PROCEDURES REGARDING CERTIFIED STAFF

Absences

Arapahoe-Holbrook Public Schools (AHPS) utilizes Discretionary Leave in lieu of Sick/Personal/Bereavement/etc. leave according to the Negotiated Agreement for the 2023-2024 school year. Certificated Staff - Full time (1.0) certificated staff are provided 12 days annually, accumulative to 40 days. Staffing less than 1.0 FTE will have proportionate leave available. Classified Staff - Classified staff will be provided Discretionary Leave according to the Classified Staff Employee Benefit Schedule. Leave may only be taken in 2-hour/0.25 day, 4-hour/0.50 day, or 8-hour/1.00 day increments.

1. **Discretionary Leave (Illness)**

Certified staff members who are too ill to perform their teaching duties must contact their building principal before 6:00 a.m.

2. **Discretionary Leave (Personal)**

Certified staff who wish to take Discretionary leave for personal purposes must submit a leave request to their building principal at least three days in advance of the proposed leave. Building principals may deny such 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 Discretionary leave adjacent to a school break, unless it is approved by the superintendent. 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 take Discretionary leave or make predetermined appointments during in-service days, unless it is approved by the superintendent.

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 & superintendent, 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 will be provided a substitute folder to be kept in a drawer of his/her desk. When absent, the teacher will make the folder available to the sub. The folder will contain:

- a.) Attendance Procedure
- b.) Roster/s
- c.) Accommodations
- d.) Medical
- e.) Schedule
- f.) Classroom Rules
- g.) Safety Plans
- h.) Feedback Form
- i.) Handbook
- j.) Calendar
- k.) Other relevant information at teacher's discretion

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 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

(Bd Policy #4022)

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. I-9 form,
- 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) may be sent to the building principal for administrative discipline. The administration will work with the classroom teacher to determine appropriate consequences which could include a zero grade for the test or assignment.

Check-out Forms

All certified staff must complete a check-out form, their inventory, pay their lunch bill, 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.

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

In cooperation with administrators, students may be removed 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 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 superintendent's secretary immediately after the season is complete.

Collection of Money

(Bd Policy #3002/)

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 Arapahoe-Holbrook Public Schools, unless otherwise instructed. 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 unless it is approved by the building principal first.

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.

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

Duties of Certified Staff

(Bd Policy #4024)

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 student or other staff members in the staff workroom.
- 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 beginning on the 3rd full week of each semester. A student will become ineligible by maintaining an average of less than seventy percent (70%) in two or more classes weekly. 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. Beginning the 3rd week of each semester, classroom teachers must submit the names of all students who are failing a class to the office by 9:00am on the first school day that week. The first time each quarter that a student fails to meet the criteria for being eligible, he/she will be extended a one-week "grace period" of eligibility to raise their grades to meet this policy. At the discretion of the sponsor, ineligible students will be allowed to participate in practice. Activities affected by the eligibility rule are:

- All interscholastic contests, including but not limited to, athletics, FCCLA, FFA, speech contests, and similar organizations or events.
- Cheerleading.
- Music competition, performances (except concerts required for grades in the class), and clinics.
- Other activities deemed appropriate by the principal.

1. **Weekly Eligibility:**

Each Monday at 9:00 the building principal will check all grades for students in grades 7-12. If a student is FAILING ONE subject they will be required to call home and inform their parents/guardians they are failing a subject. The students failing one subject will be eligible to participate in activities for that week.

- a. A high school student is deemed ineligible for the week's activities if they are FAILING TWO OR MORE subjects during the weekly grade check. Students will be brought to the office to call home and let their parents/guardians know that they are ineligible for the coming week's activities. That student will remain on the ineligible list the entire week. The next chance for that student to become eligible is the next grade check which occurs at the start of the next week. If a child is ineligible several times they will continue to call with each instance to make sure there is no miscommunication.
- b. A junior high school student is deemed ineligible for the week's activities if they are FAILING ONE CORE SUBJECT or ANY TWO COURSES during the weekly grade check. Students will be brought to the office to call home and let their parents/guardians know that they are ineligible for the coming week's activities. That student will remain on the ineligible list the entire week. The next chance for that student to become eligible is the next grade check which occurs at the start of the next week. If a child is ineligible several times they will continue to call with each instance to make sure there is no miscommunication.

Evacuations

(Bd Policy #3040)

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. A yearly schedule for Fire/Tornado/SRP drills will be provided to the staff for reference.

1. **Fire Drills**

Fire drills will be held on a regular basis. Certified staff will 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) The classroom teacher will be the last to leave the room. He or she will turn out all lights and close the door as he or she leaves.
- b) Classroom teachers will take their emergency backpacks and class grade books with them when they leave their classrooms.
- c) The first two students reaching the exit doors will hold the doors wide open until everyone has filed out.
- d) 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.
- e) 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)

The signal to return to the school building will be given by administration. 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 area, 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

(Bd Policy #4030 / #4031)

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 formal evaluation form are contained at the end of this handbook and please refer to Southern Public Schools Evaluation Handbook for more detailed information.

Extracurricular Activities

Coaches/sponsors 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 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 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 one school sponsor. Non-school sponsors and volunteers must be approved and vetted with a background check 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.

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 principal at least 10 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

A student is to be graded on academic performance. A student's grade is not to be reduced for discipline except for situations involving cheating/plagiarism. Prejudice or favoritism has no place in grading a student. All grading should be explained in simple, understandable terms to the student. Teachers should provide students and parents with frequent updates regarding the student's progress during the semester.

Grades are given as a letter or percentage as requested by the building principal. Classroom teachers must confer with the principal before recording any incomplete, failing, or conditional grades on report cards.

1. Grading periods of approximately nine (9) weeks shall be used four (4) times per year for grades K-8. Grading periods of approximately sixteen (16) weeks (semester) shall be used for grades 9-12 with progress reports showing grades shall be provided approximately nine (9) weeks after the start of each semester. If a student fails the first semester, he/she may sign an agreement to earn a full year of credit by meeting an agreed upon mark for the second semester.
2. Achievement marks shall be given on a numerical basis for all grades 1-12, with the marks of 69 or lower considered a failure. A special grading report for the Kindergarten, on a different basis, shall be used.

Kindergarten

Progress report on various skills provided by teacher.

1st-12th Grade

A	93 - 100
B	86 - 92
C	78 - 85
D	70 - 77
F	Below 70

Guest Lecturers

(Bd Policy # 3056)

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

(Bd Policy #4024)

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 a variety of different vendors. A catalog and order forms will be made available to all members. Video 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 Friday for the following week. 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.**

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, and after school. 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 making a request 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

(Bd Policy # 5019)

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 guidance counselor.

Planners/Passes

Student Planners may be used to 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 their planners or a pass 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 planner stating why the student was late, rather than sending the student to the office for a tardy slip.

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 should not be used on a regular basis for running personal errands, conducting personal business, or pursuing nonschool hobbies and/or interests. Should such be necessary, permission from administration in advance is required

PowerSchool

All teachers/classroom aides will be required to use PowerSchool SIS for attendance and record keeping with grades. 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.

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 who have trouble/problems with PowerSchool, should contact the technology director or building administration.

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 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.
2. Report cards will be issued within two weeks following the start of the next quarter unless otherwise announced in grades K-6.
 - 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) 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 7:30 a.m. and 4:00 p.m., Monday through Thursday. On Fridays and days preceding certain holidays or vacation periods, certified staff are permitted to leave after the students are dismissed. Under special circumstances, certified staff may seek permission from their building principal to vary these duty hours. In addition, certified staff may be assigned responsibilities at other hours by the principal or superintendent for supervising or directing school activities or affairs or for participation in affairs under the direct sponsorship of the school. Each teacher will be in the assigned area 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 regularly during 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

(Bd Policy # 5024)

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

No staff members other than the school nurse or authorized school staff 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. If the administration is unable to find a substitute teacher at a particular given time, it may assign another regular teacher to the vacant position. The regular teacher assigned shall receive the compensation according to the negotiated agreement.

Teaching Controversial Issues

(Bd Policy 6013)

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

Website and Newsletter

Teachers will be expected to contribute articles or posts related to classroom activities through the website and social media outlets.

SECTION FOUR: POLICIES AND PROCEDURES REGARDING CLASSIFIED STAFF

At-Will Employment

(Bd Policy #4038)

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.

Absences

The accumulation of leave for classified staff is governed by the Negotiated Agreement between the Board of Education and the Education Association. Leave is managed according to the designated category for each employee and is commensurate with the FTE for that individual. This handbook sets forth the process for using that leave:

1. Discretionary Leave (Illness)

Classified staff members who are too ill to perform their teaching duties must contact their building principal before 6:00 a.m.

2. Discretionary Leave (Personal)

Classified staff who wish to take Discretionary leave for personal purposes must submit a leave request to their building principal at least three days in advance of the proposed leave. Building principals may deny such leave requests if the school district is unable to secure the services of a qualified substitute on the day of the proposed leave. Staff members may not take Discretionary leave adjacent to a school break, unless it is approved by the superintendent. For example, if school is not in session on a Monday, certified staff may not take personal leave the preceding Friday or following Tuesday.

Holidays

Employment Terms for Classified Staff. 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.

Hours

Work hours vary with the classified staff member's department and position. Meetings will occasionally be scheduled before or after normal working hours.

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.

Overtime and Compensatory Time

(Bd Policy # 4050)

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 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.

Reporting When School is Closed

(Bd Policy # 4010)

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

- a) **Secretaries/Clerical staff** only 12 month staff should report to work unless specifically directed not to do so by their supervisor or the superintendent.
- b) **Paraprofessionals** should not report to work unless specifically requested to do so by the superintendent.
- c) **Food Service staff** should not report to work unless specifically requested to do so by the superintendent.
- d) **Bus Drivers** should not report to work unless specifically requested to do so by the superintendent.
- e) **Custodians/Maintenance staff** are expected to report to work upon confirmation with the superintendent.

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 four months of employment. After the completion of the last day of the fourth 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. Classified employees shall not be paid for any unused vacation days in the event of termination of employment.

SECTION FIVE: FORMS

4051

Staff and District Social Media Use

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. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.
2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.
4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

1. Any social media account which purports to be "the official" account of the school district (e.g., "Warrior Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business

purpose. Staff members may not use “official” accounts for personal use.

2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member’s supervising administrator.

B. Acceptable Use

1. Staff may use social media for instructional purposes.
2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.

3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media 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.

C. Unacceptable Use

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;
4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

4012
Staff Internet and Computer Use

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.

I. Staff Expectations in Use of the Internet

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.

3057
Title IX Policy

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 5.6.
- 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 5.8.2 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.

1.

FORMAL COMPLAINT FORM

Formal complaints must be submitted by a complainant or the Title IX Coordinator. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. Formal Complaints must be filed with the Title IX Coordinator in accordance with board policy.

Complainant* _____

Respondent(s)* _____

Summary of Alleged Sexual Harassment (attach additional pages as needed)* _____

Location of Alleged Sexual Harassment _____

Date(s) of Alleged Sexual Harassment _____

Other Individuals with Relevant Information or Knowledge

Do You Request an Investigation* **Yes** **No**

Signature of Complainant or Title IX Coordinator

Date

ARAPAHOE PUBLIC SCHOOL						
2023-2024 School Calendar						
August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
September 2023						
Su	M	Tu	W	Th	F	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
October 2023						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
November 2023						
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26	27	28	29	30		
December 2023						
Su	M	Tu	W	Th	F	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
January 2024						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
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28	29	30	31			
February 2024						
Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
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26	27	28	29			
March 2024						
Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30
31						
April 2024						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
May 2024						
Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

PERIOD SCHEDULES

- No School
- 10:00 a.m. Start
- NSAA Moratorium
- Staff Workday/In-Service
- Monday thru Thursday
- Early Dismissal (2:30 dismissal)
- 1:30pm Dismissal - PT Conf 2:00-5:00/5:30-8:00
- End of Quarter
- PK Start and End

August 2023

7th Fall Sports Practice Begins
 7th-9th Staff Workday/In-Service Days (7th Optional with Safe School Trainings complete)
 10th Start of School (K-12)
 14th Start of School (PK)
 28th 10:00 Start - Staff Inservice
 (19-Teacher; 16-Student)

September 2023

4th Labor Day - No School
 21st 1:30 pm Early Dismissal - PT Conference 2pm-5pm & 6pm-8 pm
 22nd - No School
 (19-Teacher; 19-Student)

October 2023

2nd ESU 11 Fall Conference-No School
 13th End of 1st Quarter (44 Days)
 26th 2:30 pm Early Dismissal
 27th & 30th Fall Break - No School
 (20-Teacher; 19-Student)

November 2023

13th Winter Sports Practice Begins
 22nd 2:30 pm Early Dismissal
 23rd & 24th Thanksgiving Break - No School
 (20-Teacher; 20-Student)

December 2023

21st End of 2nd Quarter (45 Days)
 22nd thru 31st Semester Break - No School
 23rd thru 27th NSAA Moratorium - No Activities
 (15-Teacher; 15-Student)

January 2024

1st & 2nd Semester Break - No School
 3rd Staff Workday/In-Service - No School
 4th School Resumes
 (21-Teacher; 20-Student)

February 2024

1st 1:30 pm Early Dismissal - PT Conference 2pm-5pm & 6pm-8 pm
 2nd - No School
 16th - Winter Break - No School
 26th 10:00am Start - Staff In-Service
 26th Spring Sports Practice Begins
 (19-Teacher; 19-Student)

March 2024

6th End of 3rd Quarter (43 Days)
 7th & 8th Spring Break - No School
 29th Easter Break - No School
 (18-Teacher; 18-Student)

April 2024

1st Easter Break - No School
 17th No School - Home Track Meet
 25th No School - RPAC Track Meet (host)
 (21-Teacher; 19-Student)

May 2024

8th Seniors Last Day
 9th End of PK School Year
 11th Graduation 2:00 pm
 15th End School Year K-11/End of 4th Quarter (45 Days)
 16th Staff Workday
 (12-Teacher; 11-Student)

EVALUATION INSTRUMENT INFORMATION

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of the Arapahoe-Holbrook Public Schools 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

**ARAPAHOE-HOLBROOK
Public Schools
Student-Parent Handbook
2023-2024**



Arapahoe-Holbrook Public Schools
610 Walnut St.
Arapahoe, NE 68922
Phone: (308) 962-5458
Fax: (402) 962-7481

<https://www.arapahoewarriors.org/>

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WELCOME

The members of the Board of education, faculty and administration welcome you to the 2023-2024 school year. It is our hope that this year will be educational, prosperous, and enjoyable for you, THE STUDENT. The purpose of this handbook is to give each student a ready reference to the rules, regulations, and general information about Arapahoe Public Schools. Many conflicts between students, teachers, and/or administration are the result of one or more of the parties not knowing or understanding policies and procedures. Our hope is these situations will be avoided with this handbook. Please read your handbook carefully and have your parents read it, also. If there are any questions, do not hesitate to contact school personnel. Do not forget to check out our school website at **arapahoewarriors.org** for all the latest news, including lunch menus, activity calendars, and daily announcements.

GOALS AND OBJECTIVES

The primary goals and objectives of the Arapahoe Public Schools shall be to provide all children of the Arapahoe School District with the privilege of the best education possible, wherein each may develop wholesome attitudes, ideals, and concepts for better living in our democracy. Education in the Arapahoe Public Schools must serve the individual pupil in light of his/her capacities and abilities, and provide a suitable and well-balanced learning environment in the areas of physical, mental, emotional, cultural, social, moral and spiritual maturity. The public schools of Arapahoe shall be concerned with the knowledge of subject, with an understanding of, and an interest in, children themselves, their growth, interests, needs, and unique personalities. The kind of society developed in any culture is an outgrowth of the system of values held by the people who make up that culture. It is a responsibility of the schools to help make up that culture. It is also a responsibility of the schools to make clear to all pupils the nature and meaning of the democratic values we live by, and to develop a deep and abiding loyalty to those values that result in personal commitments. Pupils should have a thorough knowledge and understanding of our American Heritage; of individual liberty and the social, political, and economic benefits derived from it. The Arapahoe School District will be responsible to the statutes of the State of Nebraska and the United States of America.

MISSION STATEMENT

ARAPAHOE PUBLIC SCHOOLS IS EQUIPPED TO MOTIVATE STUDENTS IN A SAFE AND POSITIVE ENVIRONMENT WHILE PREPARING THEM TO BE SUCCESSFUL AND RESPONSIBLE CITIZENS WITHIN A GLOBAL SOCIETY.

NON-DISCRIMINATION STATEMENT

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, use District Complaint Form (Appendix XI) or write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

TITLE IX SEXUAL DISCRIMINATION GRIEVANCE PROCEDURES

GENERALLY

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

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.

4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

RESPONSE TO A FORMAL COMPLAINT

1. *Filing Formal Complaint:* (Appendix XIII) An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Mr. Robert Drews
610 Walnut Street, Arapahoe NE 68922
(308) 962-5458
bob.drews@arapahoewarriors.org

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. *Immediate Actions upon Receipt of Formal Complaint:* Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident. The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.

3. *Investigation of Formal Complaint:* Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the District will notify the complainant of his or her right to file

a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation. The Investigator will aim to complete its investigation within a reasonable time frame, as determined

by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX

Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

- a. **Neutrality:** The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- b. **Burden of Production:** It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:
 - i. Providing the parties with the opportunity to present witnesses and provide evidence.
 - ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
 - iii. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
 - iv. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely

than not that discrimination, harassment, or retaliation occurred?)

- c. Rights of the Parties: The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.
- The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
 - The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
 - The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.
 - The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.
 - Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
 - The District retains the right to place an employee on administrative leave during the pendency of an investigation. The District also retains the right to remove a student from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.
- d. Conclusion of Investigation: Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider. Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. *Decision of Responsibility*: The decision-maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision-maker has considered the written questions of the parties, if any, the decision-maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
- d. Conclusions regarding the application of each recipient's code of conduct to the facts;
- e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
- e. The recipient's procedures and permissible bases for the complainant and respondent to appeal.
- f. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. *Supportive Measures and Disciplinary Actions*: Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are nondisciplinary, 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 recipient'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 to deter sexual harassment. Supportive measures may include, but are not limited to, 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 shall 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.

At the conclusion of the investigation, the decision-maker may institute disciplinary measures to the respondent if the decision-maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out- of-school suspension, expulsion, and in the case of an employee, disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the District from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant or respondent violated the student code of conduct. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

APPEALS

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

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

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools. Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome. The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

INFORMAL RESOLUTION

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

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process

- and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary written consent to the informal resolution process; and
 3. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

RECORD KEEPING

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.

TITLE I TARGETED ASSISTANT SCHOOL PARENT NOTICE

Arapahoe-Holbrook Elementary School is a Title I Targeted Assistant School. As such, parents of students attending school in the district may request, and the district will provide to the parents in a timely manner, information regarding the professional qualifications of the student's teacher(s) and paraprofessional(s).

TITLE I PARENTAL AND FAMILY ENGAGEMENT POLICY:

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

1. Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
2. Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
3. Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
4. Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
5. Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in

use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.

6. 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.
7. Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

ADMISSION TO SCHOOL

Nebraska State Law requires that every child be fully immunized against diphtheria, tetanus, pertussis, (whooping cough), polio, measles, mumps, and rubella and have completed the Hepatitis B series before entering school (Appendix V). However, if parents/guardians have an objection to this requirement, Nebraska State Law provides a waiver to these requirements (Appendix VI) These waivers must be filled out completely and turned into the office. We also require parents to submit a Social Security number for their child.

PHYSICALS: State Law mandates physical examinations for pupils entering Kindergarten and seventh grade, and who enroll from out of state. Seventh grade physicals can be covered by athletic physicals.

SCHOOL VISION EVALUATION: A school vision examination is required for all children within six months prior to entering Nebraska schools for the first time (includes beginner grades including Kindergarteners, transfers, and other students new to Nebraska). [Nebraska Revised Statute 79-214] (Physical and/or Vision Wavier, See Appendix IV)

GRADE PLACEMENT AND CLASSIFICATION OF STUDENTS: In high school, a pupil must have earned fifty (50) credit hours and attended an approved high school for two semesters to be classified a sophomore, one-hundred ten (110) credit hours and attended an approved high school for four semesters to be classified a junior and one-hundred sixty (160) hours and attended an approved high school six semesters to be classified a senior.

SCHOOL HOURS

Classes at the school begin at 8:00 a.m. and school is dismissed for all students at 3:40 p.m. (2:30 pm on Friday) Students should arrive at the school grounds no earlier than 7:30 a.m.

DAILY CLASS SCHEDULES

PERIOD 1 8:00-8:51
PERIOD 2 8:53-9:41
PERIOD 3 9:43-10:31
PERIOD 4 10:33-11:21
PERIOD 5 11:23-11:48
PERIOD 6 11:50-1:10 12:00-12:30 12:05-12:35
JH LUNCH GROUP #1
JH LUNCH GROUP #2
HS LUNCH GROUP #1 12:20-12:50 12:25-12:55
NS LUNCH GROUP #2 12:30 -1:00
PERIOD 7 1:12-2:01 2:03-2:50 2:52-3:40
PERIOD 8
PERIOD 9

FRIDAY SCHEDULE - 2:30 DISMISSAL

PERIOD 1 8:00-8:40
PERIOD 2 8:42-9:22
PERIOD 3 9:24-10:04
PERIOD 4 10:06-10:46 PERIOD 7 10:48 -11:28
PERIOD 5 11:30-11:48
PERIOD 6 11:50-12:10 12:00-12:30 12:05-12:35
JH LUNCH GROUP #1
JH LUNCH GROUP #2
HS LUNCH GROUP #1 12:20-12:30 12:25-12:55
HS GROUP #2 12:30-1:00
PERIOD 8 1:12-1:55
PERIOD 9 1:57-2:30

10:00AM START

.....

PERIOD 1 10:00-10:28
PERIOD 2 10:31-10:58
PERIOD 3 11:00-11:27
PERIOD 5 11:29-11:48
PERIOD 6 11:50-1:10 11:40-12:10 12:12-12:30
JH LUNCH GROUP #1
JH LUNCH GROUP #2
HS LUNCH GROUP #1 12:15-12:45 12:20-12:50
HS LUNCH GROUP #2 12:45-12:55
PERIOD 4
PERIOD 7 1:24-2:24
PERIOD 8 2:26-3:03
PERIOD 9 3:05-3:40

STUDENT ATTENDANCE

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

CIRCUMSTANCES OF ABSENCES – DEFINITIONS: The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.

SCHOOL EXCUSED: Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:

- a. Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness, court, death of a family member, or suspension.
- b. Other absences as determined by the principal or the principal's designee.

NOT SCHOOL EXCUSED: Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

1. Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments.
2. Other absences are those in which the parent has not communicated a reason for the student's absence.

ABSENCE PROCEDURE: In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above-defined absence circumstances.

1. A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

MANDATORY AGE OF ATTENDANCE (POLICY NO. 5008.1): A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

EXCEPTIONS FOR YOUNGER STUDENTS. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year. If the child's parent or guardian has signed and filed with the school district, in which the child resides, an affidavit (Appendix III) stating either:

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

EXCEPTIONS FOR OLDER STUDENTS: Attendance is also not mandatory for a child who:

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

EARLY WITHDRAWAL FOR STUDENTS ENROLLED IN ACCREDITED OR APPROVED

SCHOOLS: A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

EXIT INTERVIEW: The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Arapahoe Public Schools or resides in the Arapahoe Public School District and is enrolled in a private, denominational, or parochial school. The exit interview shall be personally attended by:

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

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

1. the person has legal or actual charge or control of the child and
2. the child would be withdrawing due to either:
 - a. financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or

- b. an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance. At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

WITHDRAWAL FORM: Any withdrawal form signed by the person making the written request shall be valid only if:

1. the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
2. the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either
 - a. financial hardship, or
 - b. an illness making attendance impossible or impracticable.

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

EXCESSIVE ABSENTEEISM: Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child. When a student continues thereafter to have absences which are Not School Excused and the absences are of concern due to the effect of the absences on the student's academics, the student's attendance history, the time of the school year, the reasons for the absences, or other circumstances; one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

1. Illness related to physical or behavioral health of the child.
2. Educational counseling;
3. Educational evaluation;
4. Referral to community agencies for economic services;
5. Family or individual counseling; and
6. Assisting the family in working with other community services. If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

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

REPORTING EXCESSIVE ABSENTEEISM TO THE COUNTY ATTORNEY: The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than ten (10) absences per semester or twenty (20) absences per year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

REPORTING ABSENCES: If a student is absent from school, a parent/guardian must call the school (962-5458) between the hours of 7:30 a.m. and 8:30 a.m. This phone call serves several purposes. It allows the school to keep informed as to the reason for the absence and proves that the parent knows that their son/daughter is not in attendance. A phone call could save valuable time in the case of potential problems that might arise. **A note from the parent/guardian will be adequate excuse for the student's return to school.** Make-up work is the responsibility of the individual student. Make-up slips will be required after the student's return to school. Make-up slips must be signed by student's teachers and returned to office within one week of being issued. Each day that a student is absent from class they will be given two days to make-up work unless it is under an in- or out-of-school suspension. Maximum total of ten (10) days allowed for make-up work. If a student is ill and absent from school for five successive days, verification from a medical doctor may be required for admittance.

PLANNED ABSENCES/SCHOOL ACTIVITIES: Any extended absence from school means educational loss to the student. All absences should be for genuinely good reasons. Learning is not confined to the classroom, and valuable learning may come from work experience or travel during the regular school year that would necessitate absence from school. However, the student must assume responsibility for making up work that will be missed BEFORE he/she leaves.

GUIDANCE AND COUNSELING SERVICES

It is the aim of Arapahoe Public Schools to meet the needs of all students. To achieve this goal, the school provides a thorough guidance program that includes testing and counseling. Information is secured concerning each student's abilities, aptitudes and interests from these tests that may indicate probable success or failure in various subjects and fields. CUMULATIVE RECORDS: Each student's cumulative records (back the years) are kept in the Guidance Office and District Office so they are readily accessible for the students, parents, teachers and counselor. Cumulative Records over ten years old are electronically stored. These records contain each student's past transcripts, test scores, and health records. According to state law, student records are accessible to the student, his/her parents, and school personnel only. To have records sent to another school, prospective employer, or any other party, an official release form on file in the guidance office must be signed by the parent or guardian.

PARENT/STUDENT OPERATIONAL RESPONSIBILITIES

Student concerns should be taken to the Teacher. He/she is your student's immediate supervisor. It is recommended that the student be present at the time of such meeting. Teachers are on duty from 7:45 a.m. until 4:00 p.m. Monday thru Thursday and from 7:45 a.m. thru 2:45 p.m. on Fridays. All concerns should be addressed during a normal school day. If you do not feel the problem has been resolved, the chain of command should be followed in the following order: Building Principal, Superintendent then the Board of Education. It is important to follow the Arapahoe Public School chain of command to remediate all concerns.

APPROPRIATE CONCERNS TO DISCUSS WITH TEACHERS:

1. The treatment of your child, mentally, and physically
2. Ways to help your child improve
3. Concerns about your child's behavior Issues not appropriate to discuss with teachers:
 - a. Other students

STUDENT RIGHTS AND RESPONSIBILITIES

One of the major goals of the Arapahoe School District is "to promote, in each student, a sense of his/her civic rights and responsibilities." To assist in the implementation and accomplishment of this goal, the Arapahoe Board of Education has approved policies relating to student conduct. The rules and regulations that govern the rights and responsibilities of students, teachers, and administrators are outlined on the following page. These rules reflect the rights of individuals as set forth in the United States Constitution, Nebraska State Constitution, the State Board of Education's mandated rules and regulations on procedural due process guarantees, the Arapahoe School District Policies, and recent court decisions.

STUDENT RIGHTS - AS PROVIDED IN STATE STATUTE 79-254 TO 79-294

1. Rules must be clear and definite to provide clear notice to students.
2. Rules shall be distributed to students and their parents at the beginning of each school year, or at the time of enrollment.
3. Rules shall be posted in conspicuous places in each school during the school year.
4. Changes in rules and standards shall not take effect until reasonable effort has been made to distribute such changes to all students and parents.
5. Student Rights, Conduct, Rules and Regulations Section 1

STUDENT CONDUCT AND DISCIPLINE POLICIES:

The common goal of students, parents, faculty and administration of Arapahoe Public Schools is to maintain a school atmosphere that is conducive to learning. In order to achieve this, Arapahoe Public Schools will continue to review and distribute a set of reasonable and fair rules and policies.

PREGNANCY/PARENT LEAVE OF ABSENCES:

Pregnant and parenting students will be permitted to attend to their own health care, their child's medical care, or other pregnancy- or parenting related appointments with the benefit of having any such absences or tardiness excused. A student will be permitted to take a leave of absence for pregnancy, childbirth, and any other pre- and post-natal related medical needs, along with recovery therefrom for the duration that is deemed medically necessary by the student's licensed health care provider. At the conclusion of the leave of absence, a student will be immediately enrolled in the district at the same grade and status as when the leave began. Pregnant and parenting students shall be allowed to participate in all activities including extracurricular activities throughout the student's pregnancy and thereafter unless the district deems such participation poses a substantial risk of injury to the student or to others. A pregnant and parenting student may be asked to obtain certification from the student's licensed healthcare provider regarding the student's safe participation in an extracurricular activity when such certification is required of students for other conditions which require the attention of a licensed healthcare provider.

HOMELESS STUDENTS

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths. Definitions:

1. "School of Origin" shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.
2. "Homeless children and youths" shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:
 - a. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

- b. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - c. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - d. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).
3. “Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.
 4. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth. To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.
 5. Enrollment: Once the school is selected in accordance with the child’s or youth’s best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.
 6. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child’s or youth’s best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.
 7. Records: Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained: a. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district; b. Any information about a homeless child’s or youth’s living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and c. In a manner consistent with the Federal Education Rights and Privacy Act.
 8. Services The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending school in the District. The LEL responsibilities shall include, but are not limited to:

- a. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;
- b. Receive appropriate time and training in order to carry out the duties required by law and this policy;
- c. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
- d. Ensure that homeless children and youths:
- e. Are enrolled in school which includes attending classes and participating fully in school activities;
 - i. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
 - ii. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
 - iii. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
 - iv. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
 - v. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

9. Dispute Resolution

- a. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
- b. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date

of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.

- c. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

PREGNANT AND PARENTING STUDENTS

Arapahoe Public School recognizes that pregnant and parenting students have the right and responsibility to attend school. This attendance right and responsibility applies to students regardless of their marital or parental status. Further, the district will educate pregnant and parenting students and will provide reasonable accommodations to support and encourage all pregnant and parenting students to obtain their high school diploma. No student will be excluded from, denied the benefit of, or discriminated against under any educational program or activity because of pregnancy or parenting responsibilities.

Any absences accumulated due to pregnancy or pregnancy-related conditions, or care for an ill child, should not count towards any district policies in effect under compulsory attendance requirements. Pregnant and parenting students with excused absences or tardiness shall be treated like all other students with excused absences or tardiness for any other medical reasons. Pregnant and parenting students will be provided with assignments, classwork and any additional support needed to ensure that the student can keep up with class requirements when absent for pregnancy or parenting-related absences.

ALTERNATIVE MEANS TO COMPLETE COURSE WORK: The district will provide at least one alternate method, in addition to traditional classroom instruction, to keep pregnant and parenting students in school. Such accommodation(s) may include accessing coursework online, home-based independent study, or at-home tutoring. Alternative methods of instruction or other alternative program for pregnant and parenting students are voluntary for the student who may elect whether to engage in an alternative method of instruction or the traditional methods of instruction available to their peers. Pregnant and parenting students shall be allowed to attend their regular classrooms and complete regular coursework.

LACTATION: The district will provide reasonable time and space to accommodate lactating students to express breast milk or breastfeed during the school day. Such accommodations will be in a location, other than a bathroom or closet that is private, clean, has an electrical outlet, a chair and is reasonably accessible. Students shall also be provided a food safe refrigerator to store breast milk safely.

MARRIED STUDENTS

Married students shall have the same educational opportunities in this school system as unmarried students. There shall be no discrimination on the basis of an individual's protected status. To enforce this prohibition, aggrieved persons shall use the District's anti-discrimination policies.

CHILD CARE: If in-school child care is not provided, a list of qualified licensed child care providers will be provided upon request to pregnant or parenting students. Such list will be updated annually and include providers that participate in the quality rating and improvement system and meet all of the quality rating criteria for at least a step-three rating pursuant to the Step Up to Quality Child Care Act. Nothing in this policy is intended to prohibit or limit any referral for a student or a student's child to an early head start program or any other available community resources.

PRIVACY AND CONFIDENTIALITY: Pregnant and parenting students have the right to have their health and personal information kept confidential in accordance with law. School staff will make every effort to keep personal information and health records confidential and in compliance with Nebraska and federal law. Information about students' pregnancies and related conditions will not appear in their cumulative records and will not be used when they are being considered for educational or job opportunities, awards or scholarships.

OTHER ACCOMMODATIONS: Pregnant and parenting students may request additional reasonable accommodations to ensure continued participation and enrollment in school. Accommodation requests will be evaluated on a case-by-case basis. Such accommodations may include but are not limited to: additional frequency allowed for bathroom breaks, additional time allowed in between class periods, a larger desk or additional work space, and adjustments to requirements for physical education as needed. Students seeking additional reasonable accommodation should make such requests to the building principal.

BULLYING AND HARASSMENT: Pregnant and parenting students have the same rights as other students to be free from discrimination, bullying, and harassment. Such school policies are incorporated herein and apply to all students.

HARASSMENT AND BULLYING POLICY

The Arapahoe Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination. The Arapahoe Public School District does not discriminate on the basis of an individual's protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Mr. Robert Drews, Superintendent, 610 Walnut St,
Arapahoe, NE 68922 (308) 962-5458
(bob.drews@arapahoewarriors.org).

Employees and Others: Mr. Robert Drews, Superintendent, 610
Walnut St, Arapahoe, NE 68922 (308) 962-5458
(bob.drews@arapahoewarriors.org).

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

PROHIBITED HARASSMENT, DISCRIMINATION, AND RETALIATION OF EMPLOYEES, STUDENTS AND OTHERS.

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to an individual's protected status that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

Discriminatory harassment because of a person's protected status, may include, but is not limited to:

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

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

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

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

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

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

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others that they are protected from retaliation,

ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

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

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

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

- a. *Level 1 (Investigation and Findings):*
Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an

investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate. The District's investigation will include, but is not limited to:

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

discrimination, harassment, or retaliation occurred?)

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

- i. A summary of the facts,
- ii. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- iii. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

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

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

- b. *Level 2 (Appeal to the Superintendent): If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within five (5) working days after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]*

- c. *Level 3 (Appeal to the Board): If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education within five (5) working days after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District*

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

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

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

6. Designated Compliance Coordinators: Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.

- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti retaliation laws and regulations, including the training areas listed above.
 - c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
 - d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
 - e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
 - f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
 - g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
 - h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
 - i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
 - j. Recommending changes to this policy and grievance procedure.
 - k. Performing other duties as assigned. The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.
7. Preventive Measures: The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning

of each academic year in the areas (B.6.a-g) identified in the Training section, above. The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

STUDENT CONDUCT

It shall be the policy of the Arapahoe Public Schools, in order to comply with the Student Discipline Act, to ensure that students receive fair treatment consistent with their constitutional right to due process and fundamental fairness within the context of an orderly and effective educational process, prior to being subject to emergency exclusions, short term or long term suspensions, expulsions, or mandatory reassignments. Such disciplinary action, therefore, will be made in accordance with the following procedures:

1. Right to notice.
2. Informal conferences.
3. Short-term suspension.
4. Long-term suspension, expulsion, and mandatory reassignment.
5. Immediate removal by the principal.
6. Maximum length of expulsion.
7. Suspension of the enforcement of expulsion.
8. Reports to law enforcement.
9. Release to peace officer.
10. Coordination with other district policies.

If you wish to have a copy of Board of Education policy 5101 "conduct: Student Discipline Procedures" in its entirety, please contact the principal. The Board of Education requires that each and every student maintain a standard of conduct above reproach in school, on school property, and at any school sponsored activity or event. Students shall be expected to conduct themselves in such a way that the rights and privileges of others are not violated. They shall be required to respect constituted authority, to conform to school rules and regulations and to those provisions of law that apply to the conduct of minors and adults.

Any of the following actions in school, on school property including school vehicles, at any interscholastic activity, or during the course of any field trip or other trip or activity sponsored by the Board of Education or its authorized agents shall subject a student to in-school or out of school suspension, loss of membership in that particular organization or activity unless the activity meets as a regular class. The student will not be allowed to participate in any school- sponsored trip for the remainder of the school year or such other activities as the principal may determine:

1. Smoking, vaping (electronic nicotine delivery systems), or chewing tobacco
2. Possessing, consuming, purchasing, or distributing any alcoholic beverage, tobacco product, drug or narcotic. (The police department will be called and the parents notified of such action.)

3. Possessing, consuming, purchasing or distributing an electronic delivery system for nicotine or drugs (the device will be confiscated and destroyed regardless of ownership).
4. Knowing, aiding, abetting, assisting, or concealing the possession, consumption, purchase, or distribution of any alcoholic beverage, tobacco product (including electronic nicotine delivery systems), drug, or narcotic by any other student or students. (The police department will be called and the parents notified of such action.)
5. Stealing or unauthorized possession of school property.
6. Fighting or provoking a fight.
7. Possessing any weapons.
8. Forging or presenting false papers.
9. Willful disobedience. Intentionally defying the valid authority of teachers, sponsors, chaperones, or administrators who are in charge; their instructions must be followed by all students.
10. Disruptive or disrespectful language.
11. Profanity or obscene language.
12. Gambling or extortion.
13. Public display of affection.
14. Verbal abuse to a member of the school faculty or staff.
15. Illegal driving or parking of a vehicle on school campus.
16. The student dress code for regular school attendance must be followed on school-sponsored trips unless changes have been authorized by the school administration and sponsors of the trip.
17. Students will not be allowed to use private cars on school-sponsored trips in going to or returning from the site of the activity. School vehicles only are to be used.
18. At no time on school-sponsored trips will students be permitted to ride around in private cars while in the town where the activity is taking place unless permission has been granted by the sponsors.

CLASSROOM CONDUCT: In the classroom, discipline problems will be the responsibility of the teacher. However, discipline problems with which he or she feels unable to cope will be referred to the Principal. Exclusion from the class may be necessary while conferences between principal and teacher or teacher, principal, and parents are held in regard to a solution of the problem.

CRIMINAL OFFENSES DEFINED: The following acts are among those defined as criminal offenses under the laws of the State of Nebraska. When criminal offenses are known or suspected on the part of students the administration will notify appropriate law enforcement officials. Students involved in criminal acts are subject to prosecution whether these acts occur in the community, school, or at school related functions. Appropriate action will be taken by school authorities if the incident is school related, regardless of whether or not criminal charges result.

ALCOHOLIC BEVERAGE OR ILLEGAL USE OF DRUGS: The sale, use, or possession of alcoholic beverage or illegal drugs.

ARSON: The intentional setting of fire.

ASSAULT: Physical threats or violence to persons.

BOMB THREAT: Threatening damage to persons or property from exploding bombs, whether real or imagined.

BURGLARY: Illegally entering with the intent to steal school or personal property.

EXPLOSIVES: Illegal possession or use of explosive substance that could cause injury or damage.

EXTORTION, BLACKMAIL, OR COERCION: Obtaining money or property by violence or by forcing someone to do something against their will by force or threat of force.

DANGEROUS WEAPONS: Illegal possession or use of firearms or dangerous weapons (for purposes of this policy, the term "dangerous weapon" includes any personal safety or security device [such as tasers, mace and pepper spray]) that could cause bodily harm to an individual.

FALSE FIRE ALARMS: Setting off false alarms. FORGERY: Fraudulent imitation of a signature or document.

LARCENY: Stealing of school or personal property.

MALICIOUS MISCHIEF: Willful damage or destruction of school or personal property.

TRESPASS: Being present in an unauthorized place or refusing to leave when ordered to do so.

UNLAWFUL INTERFERENCE WITH SCHOOL AUTHORITIES: Interfering with administrators or teachers by force or violence, or threat of force. School Offenses Defined: The following acts are among those that violate Arapahoe School District Policies or individual school rules and regulations. Students at school sponsored, off campus events shall be governed by school district policies and regulations and are subject to the direction of school district authorities. Failure to obey the rules and regulations and/or failure to obey the lawful instructions of school district authorities shall result in appropriate disciplinary action.

STUDENTS INVOLVED IN ANY OF THE FOLLOWING DISCIPLINARY INFRACTIONS ON SCHOOL PROPERTY INCLUDING SCHOOL BUILDING AND GROUNDS, ON TRANSPORTATION VEHICLES, OR AT ANY SCHOOL ACTIVITY, HOME OR AWAY, MAY BE SUBJECT TO DISCIPLINARY ACTIONS AS FOLLOWS:

INAPPROPRIATE DRESS OR APPEARANCE: Good personal appearance is conducive to a positive learning atmosphere. It is each student's responsibility to come to school wearing appropriate attire. Wearing apparel shall be neat, clean, safe, and should not disrupt the instructional process. Wearing apparel that is sexually suggestive or that features crude, vulgar or profane language or pictures that depict tobacco (including electronic nicotine delivery systems), alcohol, or other drugs, racial or ethnic slurs, double-meaning or gang affiliations is not allowed (e.g. Big Johnson TShirts, Co-ed Naked Apparel, Lucky Pub & Brewery attire, tobacco, alcohol or drug ads and logo). Clothing which is unnecessarily distracting to the learning environment is not

permitted. (e.g. cut-up jeans, clothing or articles which are excessively soiled, torn, or ragged, no shoes, mesh shirts with no undergarments, half shirts, bare midriff, tank tops, hats on in the building, shirts that are too short, shirts that are cut too low as to allow for the showing of cleavage, biker pants, etc.). The school environment shall be free from threats or the harmful influence of any groups that advocate drugs or disruptive behavior. The presence of any apparel, jewelry, accessory, notebook, or manner of grooming which by the nature of its color, arrangement, trademark, or any other attribute, denotes membership in such groups will not be permitted. Such group's clothing may vary from school to school and may change from year to year. Therefore, it is the responsibility of the administration to determine the appropriateness of clothing or accessories.

No student on or about school property or at any school activity: Shall wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other thing which is evidence or membership in or affiliation with any gang. Shall commit any act or omission or use any speech, either verbal or nonverbal (gestures, handshakes, etc.) showing membership in or affiliation in a gang. Shall use any speech or commit any act or omission in furtherance of the interest of any gang or gang activity, including, but not limited to:

1. soliciting others for membership in any gangs;
2. requesting any person to pay for "protection" or otherwise intimidating or threatening any person;
3. committing any illegal act or violation of school district policies; or
4. inciting another person to act with physical violence upon any other person.
5. Wallet chains are not permitted and will be confiscated.
6. Electronic devices such as beepers and cellular phones will be confiscated if misused.
7. Piercings that become a disruption to the school environment.
8. Bagging and Sagging Pants are not allowed in Arapahoe Public School. Clothing worn in this manner can present a threat to the safe and orderly learning environment of the school.
9. Students will be asked to correct inappropriate attire and the administration may provide clothing that is appropriate for the school environment. Clothing that is determined to be inappropriate may be held by the administration until a parent conference is held. Continuing to violate dress code will result in disciplinary action being taken.
10. Some school activities require semi-formal (dress slacks, shirt or dress) or formal dress (suit and tie, tuxedos or gown).

Sponsors may determine what is appropriate for their activity. Listed below are some activities for which the administration has set dress code guidelines. In of the situations described above, the implications are not conducive to a positive learning climate. A proactive response to what may be negative or divisive is appropriate for all circumstances that could place the safe and orderly learning environment of the school in jeopardy. Students may be asked to leave activity if dress is inappropriate.

The final decision regarding any dress code issue will be made by the administration.

ABUSIVE LANGUAGE AND DISRUPTIVE BEHAVIOR: Students using profane or obscene language or hand gestures relative to the same, demonstrating behavior, which is disruptive to the regular learning atmosphere, may be subject to disciplinary action as follows:

1. The student may be suspended up to three (3) days in school or out of school. Repeat offenders may be suspended.

VANDALISM: Vandalism is the willful and pointless destruction or defacing of school property. Any student found guilty of such activity will be held liable for any damage and be subject to further disciplinary action as follows:

1. **First Offense** –The student may be suspended for one (1) to three (3) days in school and parents will be notified.
2. **Second Offense and All Subsequent Offenses** – The student may be suspended from three (3) to five (5) days out of school.

FIGHTING/VIOLENCE: A student may be suspended in school or out of school for up to three (3) days for fighting on school property, including school buildings and grounds, at school activities home or away, or on school transportation vehicles. The aggressor may receive the more severe penalty. Repeat offenders may be referred to the Board of Education for review and disciplinary action.

STEALING AND EXTORTION: Students who steal, extort, or attempt to extort on school property, including buildings and grounds or school transportation vehicles, or at any school activity, home or away, may be subject to disciplinary action as follows:

1. **First Offense** – The student may be suspended for one (1) to three (3) days in school and parents will be notified. Law enforcement authorities may be notified.
2. **Second Offense and all Subsequent Offenses** – The student may be suspended from three (3) to five (5) days out of school. Law enforcement authorities may be notified.

TELEPHONE REGULATIONS:

1. Incoming Calls: The office will always cooperate with parents or guardians in order to get a message to students during school hours. Message will be written down and delivered to the students. Only in cases of extreme emergency will students be called out of class. Calls for students during school hours are disturbing to the school routine and should be held to a minimum.
2. Outgoing Calls: The school telephone is primarily for school business and should not be used for personal calls. Pupils finding it necessary to make a local call should receive permission from the principal or designee before using the phone.

FOOD AND DRINK REGULATIONS:

1. The school is meant to be an academic environment. Therefore, food, candy, and drink items are not to be brought into the school or kept in lockers unless the food is used for the student's noon lunch.
2. Teachers who wish to have food or drink in their rooms for special occasions must receive permission from the administration prior to the activity.

3. Gum chewing in the high school classroom is not allowed.

LOCKERS: Each student is assigned a locker. The locker is assigned to you on the basis that you keep it clean and in good condition. The safekeeping of personal items is the responsibility of each student.

POSTERS: The following guidelines will be used regarding the placing of posters in the school building:

1. All posters must be approved by the principal.
2. Posters may be placed only in designated areas.
3. Anyone putting up a poster has the responsibility of taking it down.

POSSESSION OF A DANGEROUS WEAPON: Including but not limited to Firearms, knife, club, stars, or other offensive or dangerous weapon (for purposes of this policy, the term "dangerous weapon" includes any personal safety or security device [such as Tasers, mace and pepper spray]).

1. **First Offense and All Subsequent Offenses** – As defined in the state statutes, the student will be immediately suspended and referred to the Superintendent or Board of Education for review and disciplinary action. Parents will be notified. Law enforcement authorities may be notified. (NOTE: This penalty could lead to a student being expelled for one full calendar year.) In the event that a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

TRANSPORTATION

All students riding on school transportation vehicles are subject to the policies governing student conduct within the discipline code. Riding on school transportation vehicles is an extension of the normal school day. Students who violate the conduct code while riding on a school transportation vehicle may be denied bus privileges from one (1) day to permanent removal from the school transportation vehicle.

ACADEMIC INTEGRITY

Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades that accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values. Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

DEFINITIONS: The following definitions provide a guide to the standards of academic integrity:

"Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else

in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

1. Tests: (includes tests, quizzes and other examinations or academic performances):
2. Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
3. Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formula in calculators, or other unauthorized material, devices for information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
4. Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student may engage in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
5. Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
6. Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student may engage in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
7. Papers: (includes papers, essays, lab projects, and other similar academic work):
8. Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
9. Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
10. Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engage in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
11. Failure to Comply with Group Projects: Accepting credit for a group project in which the student failed to contribute a fair share of the work.
12. Misrepresenting Need to Delay Paper: Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For

- example, a student engage in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
13. Alteration of Assigned Grades: Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
 14. "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present, as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
 - a. Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
 - b. Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
 - c. "Contributing" to academic integrity violations, means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
 15. Sanctions: The following sanctions will occur when a student engage in cheating, plagiarism, or contributing to an academic integrity offense:
 - a. Academic Sanction: The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade that the instructor determines to be appropriate for the work.
 - b. Report to Parents and Administration: The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
 - c. Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy,

such as for offenses involving altering assigned grades or contributing to academic integrity violations.

INAPPROPRIATE PUBLIC DISPLAYS OF AFFECTION (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1st Offense: Student will be confronted and directed to cease.

2nd Offense: Student will be confronted, directed to cease, and parents will be notified.

3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor. If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students in the hallway during class time must have a pass with them. Teachers are to follow the "5/10 Rule" (students should only be given a pass in the first five [5] minutes of class and the last ten [10] minutes) in order to protect the academic time.
2. Students are expected to bring all books and necessary materials to class. This includes study halls.
3. No student is to leave school during the day without permission from the office. Failure to do so will result in disciplinary action. In an emergency or in case of illness, students will not be sent home unless a parent or guardian has given permission for the student to be sent home.
4. Assignments for all classes are due as assigned by the teacher.
5. Students are not to operate the mini-blinds or the windows.
6. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
7. Students are to be in their seats and ready for class on the tardy bell.
8. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
9. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
10. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
11. Making/Throwing snowballs is prohibited.

DISCIPLINARY ACTION

DEVELOPMENT OF UNIFORM DISCIPLINE SYSTEM: It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with

the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out of school suspension (short-term or long-term) and expulsion.

SEARCH AND SEIZURES: When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made. Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration. The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
4. Searches of the District's computer system may be conducted in the discretion of the administration at any time. The following procedures will be used for the removal of personal property:
 - a) Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon (for purposes of this policy, the term "dangerous weapon" includes any personal safety or security device [such as Tasers, mace and pepper spray]) shall be confiscated and delivered to law enforcement as soon as practicable. Electronic drug or nicotine delivery devices shall be confiscated and destroyed regardless of ownership.
 - b) Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.
 - c) The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

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

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

The following process will apply to short-term suspensions:

1. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
 4. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
 5. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

DETENTION: Detention period is a time when the student is assigned to stay after school (3:40 pm to 4:10 pm), come in before school (7:30 am to 8:00 am), or another arranged time, for an infraction of unacceptable behavior, including attendance. Detention time is set at the discretion of the teacher or principal.

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

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

- (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or
- (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or
- (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

SUSPENSIONS PENDING HEARING: When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect. If no hearing is requested or, if a hearing is requested using Form Policy No. 5103.F1, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent. If the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of

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

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

SUSPENSION OF ENFORCEMENT OF AN EXPULSION: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

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

STUDENTS SUBJECT TO JUVENILE OR COURT PROBATION: Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the

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

EMERGENCY EXCLUSION: A student may be excluded from school in the following circumstances:

- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education. Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above. If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

OTHER FORMS OF STUDENT DISCIPLINE: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such

disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

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

GROUND FOR SHORT-TERM SUSPENSION, LONG-TERM SUSPENSION, EXPULSION OR MANDATORY REASSIGNMENT

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

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

influence of any of the above. Possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant while on any District's property, in any District's vehicle or any District's activity. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; it also includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law that constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon an individual's protected status.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others. or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or

engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engage in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish: a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one-year expulsion requirement on a case-by-case basis, provided that such modification is in writing.
19. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:
 - a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
 - b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
 - c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds. For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as Tasers, mace and pepper spray). In the event that a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

ADDITIONAL STUDENT CONDUCT EXPECTATIONS AND GROUNDS FOR DISCIPLINE: The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose; or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

STUDENT APPEARANCE: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

1. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
2. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
3. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
4. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
5. Head wear including hats, caps, bandannas, and scarves.
6. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
7. Clothing or jewelry that is gang related.
8. Piercings that become a disruption of the school environment. Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law.

The Principal or Superintendent will make the final decision regarding attire and grooming. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may review such additional posting of prohibited items or grooming which may be available in the Principal's office. Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to and including expulsion. Further, in the event the dress code violation is determined to violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to and including expulsion.

RECORDING OF OTHERS

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either

- (1) the person or person being recorded or whose image or sound is being transmitted or
- (2) the Superintendent or Superintendent's designee.

This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

LAW VIOLATIONS:

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact

the student's parent of the fact that the referral to legal authorities has been or will be made. The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g. police officer, sheriff, and all other persons with similar authority to make arrests), for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. 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.

Guidelines for 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.

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.

Personal or Consumable Items: The district does not 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.

Materials Required for Course Projects. The 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 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.

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 of this convenience fee charged by the district will be \$50.00.

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. The maximum dollar amount of this insurance coverage facilitated by the district will be \$100.00. The district may also charge a damage deposit which will be returned or may be rolled

to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$50.00.

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.

Extracurricular Activities.The 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
 - Covers admission to all extracurricular events
- Student Participation Fee: \$30.00
 - Required of all students who participate in athletics and/or other extracurricular activities
- National Honor Society: \$50.00
- Cheerleading, Drill Team, Flag Corps: \$50.00
 - 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: \$500.00
- Football: \$ 25.00
 - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$25.00
 - Students must provide their own golf shoes, undergarments, and clubs
- Track, Volleyball, and Wrestling: \$25.00
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$50.00
 - Students must purchase their own jackets and pay dues
- FCCLA: \$50.00
- Spanish Club: \$25.00

Post-Secondary Education Costs: Some students enroll in postsecondary courses while still enrolled in the district's 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 choose 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 \$400.00 per course.

Transportation Costs: The district will charge students reasonable fees for transportation services provided by the district 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 \$100.00.

Copies of Student Files or Records: The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students 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 \$0.15 per page for reproduction of student records.

Participation in Before-and-After-School or Pre-Kindergarten Services: The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$6.00 per day.

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 charged by the district for summer and night school shall be \$100.00.

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-8	Lunch Program - Grades K-8
Regular Price \$2.00	Regular Price \$3.20
Reduced Price \$0.30	Reduced Price \$0.40
Breakfast Program – Grades 9-12	Lunch Program - Grades 9-12
Regular Price \$2.15	Regular Price \$3.40
Reduced Price \$0.30	Reduced Price \$0.40

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. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$25.00
 - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$25.00
 - 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 \$150.00

Contributions for Junior and Senior Class Extracurricular Activities: Students are eligible to participate in a number of unique extracurricular activities during their last two years in 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. 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 \$25.00.

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. Actual participation in the free or reduced-price lunch program is not required 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.

Distribution of Policy: This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

Voluntary Contributions to Defray Cost: The district will, when appropriate, 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 clearly communicate that fact 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 Fee Fund: The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve as a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

NOTIFICATION OF RIGHTS UNDER FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible. Contractors, consultants and volunteers are permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible. The District forwards education records (may include academic, health and discipline records) to schools that have requested the records and in which the student seeks or intends to enroll, or where the student has already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, S.W. Washington, D.C. 20202-4605

MILITARY RECRUITERS: The District will provide access to routine directory information to each student in a high school grade upon a request made by a military recruiter, unless the student's parent or guardian has submitted a written request that

the student's information not be shared with a military recruiter. The District will provide military recruiters with the same access to a student in a high school grade as the District provides to postsecondary educational institutions or to prospective employers of such students. If a parent or guardian does not want his or her student's information to be provided to a military recruiter, the parent must submit a written request to the Superintendent.

NOTICE CONCERNING DIRECTORY INFORMATION: The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's name, address, telephone listings, (if not unlisted) e-mail address, and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters.
2. School and dates of attendance;
3. Student's current grade level;
4. Student's enrollment status (e.g., full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievements honors or awards received;
8. Student weight and height if a member of an athletic team;
9. Student's photograph,; and
10. School or district the student attended before he or she enrolled in [Name} Public Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being. These potential risks include but are not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student. A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information. The District may disclose information about former students without meeting the conditions in this section.

ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION: The district's policy is for education records to be kept confidential except as permitted by the FERPA law, and the district does not approve any practice which involves an unauthorized disclosure of education records. In some courses, student work may be displayed or made available to others. In addition, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District designates such student work as directory information and as noneducation records. Each parent

and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

NOTICE CONCERNING DESIGNATION OF LAW ENFORCEMENT UNIT: The District designates the Furnas County Sheriff as the District's "law enforcement unit" for purposes of:

1. enforcing any and all federal, state or local law,
2. maintaining the physical security and safety of the schools in the District, and
3. maintaining safe and drug free schools

INTERNET/FIBER OPTIC USAGE BY STUDENTS

Before a student is given the privilege to be on internet or take a class in the fiber optic room an information sheet must be signed by the student and parent/guardian. The information sheet will be passed out to the student by the principal or teacher.

NETWORK, E-MAIL, INTERNET AND OTHER COMPUTER USE RULES:

1. The network is provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Parental permission is required for student use. Access for all staff and students is a privilege and not a right.
2. Individual users of the district network are responsible for their behavior, actions, problems, and communications involving and over the network. Users will comply with district rules and will honor the agreements they have signed. Beyond clarification of such rules, the district is not responsible for restricting, monitoring, editing, or controlling the information, equipment or communications of individuals utilizing the network or the end product or result of such utilization.
3. Network storage areas shall be treated like school lockers for students. Network administrators may review files, information, equipment, message and communications of staff and students to maintain system integrity and insure that users are using the network system responsibly. Users should not expect that files or any information stored or otherwise used or retained on the network, district servers, or in computers, will be private. No reasonable expectation of privacy shall exist in relation to network use.
4. Users should not expect, and the district does not warrant, any information or products obtained from the network, that files or information stored, obtained or used on the network will be private, and use of the network waives and relinquishes all such privacy rights, interests or claims to confidentiality the user may have under state or federal law.
5. The district will not be liable for, and does not warrant in any way, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.

ACCEPTABLE USE OF COMPUTERS AND THE NETWORK: The following policy and rules for acceptable use of computers and the network, including Internet, shall apply to all district administrators, faculty, staff and students. The term "Users", as contained herein, shall apply to all such individuals. The Superintendent, or the Superintendent's designee, is hereby delegated all authority and is the ultimate person in charge of the district network and technology resources or equipment, and the same shall be under the direct supervision of the site or building administrator where located, sometimes herein called "network administrators."

1. Users shall not erase, remake, or make unusable anyone else's computer, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damage to the computer, information, files, programs or disks.
2. Users shall not let other persons use their name, account, log-on password, or files for any reason (except for authorized staff members).
3. Users shall not use or try to discover another user's account or password.
4. Users shall not use the computers or network for non-instructional or non-administrative purposes
5. Users shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
6. Users shall not copy, change, or transfer any software or documentation provided by teachers, or other students without permission from the network administrators.
7. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code, software or information designed to self-replicate, damage, or otherwise hinder the performance of the network or any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
8. Users shall not use the computer to annoy or harass others with language, image, or threats. Users shall not access, accept, create or send any obscene, vulgar, lewd, tasteless, or objectionable message, information, language, or image.
9. Users shall not damage the network or equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources. In addition to any other disciplinary action or legal action that may occur, any user violating this or any other rule shall be liable for any and all damage to the computer, network, information, files, programs or disks.
10. Users shall not tamper with computers, networks, printers, or other associated equipment except as directed by the teacher or network administrator.
11. Users shall not take technology equipment (hardware or software) from the school grounds or remove such from computer work areas without written permission of the administrator.

ETIQUETTE FOR USE OF COMPUTERS AND THE NETWORK: All users of computers and the network are expected to abide by the generally accepted rules of network etiquette. Informal rules of behavior have evolved for the use of and communication

on the network, Internet and other on-line services. Breaches can result in harsh criticism by others. These rules of behavior include (but are not limited to) the following:

1. Be polite. Do not become abusive in your message to others.
2. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language, message, information or image.
3. Do not reveal your personal account, address or phone numbers, or that of other students or colleagues.
4. Note that electronic mail (e-mail) is specifically not guaranteed to be private. People who operate the system do have access to mail. Message relating to or in support of illegal activities may be reported to the authorities. Message which violate the rules will result in disciplinary action.
5. All communications and information accessible via the network should be assumed to be private property of others.
6. Do not place unlawful information on any network system.
7. Keep paragraphs and message short and to the point. Focus on one subject per message.
8. Include your signature at the bottom of e-mail message. Your signature footer should include your name, position, affiliation, and network or Internet address.
9. Other rules may be established by the network administrators or teachers from time to time.

PENALTIES FOR VIOLATION OF NETWORK AND POLICY RULES: All of the policies, rules, and procedures for acceptable use of computers and the network are intended to make the computers and the network more reliable for users. They are also intended to minimize the burden of administrating the networks so that more time can be spent on education and enhancing services. Use of the computer and access to telecommunications resources is a privilege and not a right. Violation of the policies, rules, and procedures concerning the use of computers and the network may result in disciplinary action up to, and including, loss of access, suspension and/or expulsion of students from school and loss of access, suspension, termination, non-renewal or cancellation of the contract of administrators, teachers, or other school employees.

1. Staff, Student and Parent Agreements: Students and parents may be required to sign a computer and network use agreement as a condition of the student being permitted to use such equipment.

SEVERE WEATHER

In case of severe weather, it might be necessary to cancel school. This information will be broadcast over radio station KRVN (880) in Lexington, KICX (96.1) in McCook, over television stations NTV (channel 13), over NTV's website at <http://nebraska.tv/weather/closings> under weather closings, and via the schools instant messaging system. If inclement weather develops during the day, the buses will be sent out to take students home early. The decision will be broadcast over the above stations. Parents are urged to develop plans with their children so they will know what to do and where to go when school is dismissed early.

LUNCH PROCEDURES

The Arapahoe School has an automated lunch program. Parents are to send money in advance each month for their children. A minimum of \$10.00 must be sent per family account. A family account will keep track of all lunches and/or breakfasts purchased by the children in their family. Students are issued an ID number and they will key the number into the computer in the lunch line. Parents will be notified when their family account balance is low (see: Lunch Charge Policy).

LOST AND FOUND ARTICLES

A lost and found department is maintained in the principal's office in the elementary building and in the secretary's office in the high school building. Any article misplaced shall be taken to these offices for claim by identification. Parents are encouraged to label their children's personal belongings. This will aid in returning lost or misplaced articles.

REPORT CARDS

Report cards will be sent home with students unless Parent/Teacher Conferences are scheduled. In that case, the parent may pick up their child/children's report card(s).

PROGRESS REPORTS

Progress reports/Down Slips will be mailed to parents/guardians once per week as deemed necessary by the teacher. It is hoped that attention to a problem that might exist will improve performance. Please feel free to contact appropriate teachers in order to discuss any problems that might be present.

TEACHER ASSISTANCE

If you have an assignment, you do not understand or the work is too difficult, your teacher will be glad to help you before and after school. Teachers are in the building from 7:45 a.m. until 4:00 p.m. or later if necessary. Remember that you, the student, must take the initiative to seek help if you are having difficulty in class.

VISITORS

Parents are always welcome to visit school. Generally, contact with the school prior to a visitation helps the teacher to provide a more meaningful experience for the parents. All visitors will be required to report to the main office upon entering the building. Students that wish to have a friend visit school must receive permission from the building principal before the visit is scheduled. **STUDENT VISITS ARE LIMITED TO ONE DAY ONLY AND NOT DURING THE FIRST AND LAST TWO WEEKS OF A SEMESTER.**

LIBRARY REGULATIONS

The following rules apply concerning the use of the library and materials:

1. All books will be checked out through the librarian or designee.
2. No one except the librarian or assigned personnel will be allowed in the librarian's office or in the stockroom beyond the office.
3. Fines will be paid to the librarian when a book or magazine is lost or not returned.

4. No book or magazine will leave the library without proper documentation by the librarian or designee.
5. The library will be open from 8:00 a.m. to 3:45 p.m. for student use.
6. All reference books or books on closed reserve will not be allowed to leave the library.
7. Students going to the library should go for the purpose of research only. There is to be no visiting in the library. It is an area designated for quiet study.

EMERGENCY PROCEDURES

It is important that the school be able to contact parents in cases of illness, emergency or accident. Emergency information is on file at the school office and in the classrooms. Please be sure to update any changes of doctor, sitters, or contact that would be helpful if we needed to reach you. If a student develops symptoms of illness or is injured in school, parents, guardians, or the other person designated on the emergency card will be contacted. Parents will be requested to come to get the child. In case of emergency the physician listed on the emergency card may be called. When students require medication during the school day, the teacher should be informed. It is a State Law that all medications be kept in their original containers with dosage and directions attached. The school should also be advised of all allergies, chronic illnesses or serious physical problems of students. No medicines will be administered unless advised by the parents or guardians by a telephone call or a written note. **THE SCHOOL WILL NOT ADMINISTER ASPIRIN AND TYLENOL.**

FIRE AND TORNADO REGULATIONS: Two of the more serious activities in which you will participate during the school term are fire drills and tornado drills. It is important that each student know exactly what to do during any given time during the school day. Each of your teachers will give you instructions in the procedures. The method of exit from the building is posted in each room. Below are some general instructions that we will follow for all drills.

1. Walk rapidly, but orderly. Do not push, run, or talk. Be prepared to listen to emergency instructions.
2. Students will leave each room, one row at a time, starting with the row nearest the door and will proceed down the hallway and stairway in an orderly fashion.
3. The teacher will be the last person to leave the room.
4. The first two students reaching the outside doors are to hold them open until relieved by a custodian or faculty member.

In the event of an actual fire, it is important that students be far enough from the building so that the last students out can also reach the sidewalks that are parallel to the street. When the drill has been completed, and the all-clear signal has been given, students are to return to their classrooms in an orderly manner.

Tornado drill exit plans are posted in all classrooms.

SCHOOL TRANSPORTATION

TRANSPORTATION SAFETY

A crossing guard is provided at the Highway 283 crossing and in front of the elementary school before and after school. Please encourage children to take advantage of this safety feature. A school district employee supervises the loading of buses and departure of students, walking or riding, from the elementary building at the end of the school day. To ensure an even safer loading and unloading from cars and buses at the south entrance of the elementary building, the area from the bus loading zone to the east school ground boundary will be used exclusively for cars bringing students in the morning and picking them up after school. This plan will be more effective if drivers remember to approach the school from the east and depart to the west. The faculty parking area will be west of the bus loading area for the elementary building and immediately behind the high school building for the high school teachers. Students may ride bicycles to and from school. Bicycle storage racks are provided. Students who ride their bicycles to school do so at their own risk.

BUS TRANSPORTATION: Bus routes will be established only on improved and well-maintained county and state roads. Bus routes during inclement weather, school vehicles will travel on storm routes only. Parents/Guardians are expected to meet the school vehicles at a pre-arranged site during this time.

EXPECTATIONS FOR BUS RIDERS: While riding on a school bus, students are expected to abide by the following rules:

1. Students shall be on time at the approved bus stop. Bus schedules will not permit waiting.
2. Students should stay clear of the path of the bus. Wait for the bus to come to a complete stop before attempting to load.
3. The driver is in full charge of the bus and the students. Passengers shall comply with his/her requests.
4. The driver may assign seats to passengers.
5. Students should throw all trash, etc., in the waste cans provided. Nothing is to be thrown out of the windows.
6. Food and drink will not be allowed on the bus except for specific trips and with permission from the coach or sponsor.
7. No part of the body should be extended through the bus windows.
8. Students are required to be quiet while the bus is stopped for railroad crossings.
9. Students shall not leave the bus from the emergency door unless a real emergency exists.
10. Students unloading from the bus shall not cross in front of the bus until the driver gives the signal.
11. Students will be unloaded only at approved school bus stops unless arrangements have been made with school personnel beforehand.
12. Students and parents must assume that bus transportation is a privilege, not a right.
13. The riding privilege of a student may be revoked for violation of the rules or for conduct that is detrimental to the safe operation of the bus.

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ABSENCES

If a child is going to be absent from school, parents are expected to call the office before 8:30 a.m., explaining the reason the child will be absent. If we do not hear from a parent by this time, the school secretary will call the parents. We want to make sure all of our students are safe. If your child has an appointment, please send or fax documentation of the visit to the school. This documentation is very important if attendance becomes an issue later on in the school year.

Elementary attendance is taken twice a day (a.m. and p.m.). If a student is gone for more than ½ of the session, then they are counted as absent for that session. Students needing to leave the building during school hours, must check out through the front office and be picked up by a parent/guardian approved person. Parents are asked to contact the school if someone other than a listed emergency contact will be picking up their child.

ACTIVITIES RULES

Unacceptable behavior, such as running, throwing items, etc., will not be tolerated at any school functions on the school campuses. Students are reminded that there will be no playing on the football field or in the end zones at games. Students are also reminded that there will be no running across the gym floor during the volleyball and basketball seasons. Students must be on their best behavior when attending any school sponsored event. Running or climbing on tables in the Commons will not be allowed. Repeated violations may result in a student not being allowed to attend future events. Let's represent our school with pride!

ATTENDANCE AWARDS

While we do give an award for Perfect Attendance (0 days absent), we do not want students to attend school when they are ill. We recognize that students may have to be gone due to illness, funerals, family emergencies, etc. Students will also be recognized for Excellent Attendance (.5 – 2 days absent) and Outstanding Attendance (2.5 – 4 days absent).

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. Prior to any report to the county attorney, the parent will receive written correspondence detailing their child's absences. Attendance letters will be sent out at 5, 8, 10, 15, and 20 days absent. A meeting will be requested at the 8 day notice letter or sooner. The district wants to work with parents to discuss and remove barriers that may be impeding regular attendance.

BEGINNING/ENDING THE SCHOOL DAY:

The school day for elementary students will be from 8:00 a.m. to 3:40 p.m.

Children may enter the building beginning at 7:30 a.m. Students should go directly to the north gym to the area that is designated for their class. After placing their bags, books, etc. in the bleachers, students can then go to breakfast. Breakfast will be served from 7:30 a.m. to 7:55 a.m. From 7:40 a.m. to 7:50 a.m., students may go outside to a supervised recess time (weather permitting). After the Pledge of Allegiance at 7:55 a.m., teachers will take their students to the classrooms.

Students may not leave the school grounds during the day without permission from the principal and the parents. Written notes or phone call from Parent/Guardian to the main office from the parents are required.

No student is to leave the classroom without permission from the teacher. Class is considered in session until released by the teacher.

BICYCLES

Bicycles must be parked in the racks provided. The school is not responsible for damage or theft of parts while bicycles are on school property

BULLYING OR HARASSMENT

One of the missions of the Arapahoe-Holbrook Public School District is to provide safe and secure environments for all students and staff. Positive behaviors (non-violence, cooperation, teamwork, understanding, and acceptance of others) are encouraged in the educational program and required of all students and staff. Inappropriate behaviors (bullying, intimidation and harassment) are to be identified and corrected. Students and staff are to avoid such behaviors. Strategies and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors.

“Bullying” is repeated behavior where one person or group engages in harmful action towards another person or group acting on a real or perceived imbalance of power or view of superiority. The behavior typically includes verbal (e.g. teasing or name calling) and physical aggression (e.g., hitting, pushing), threatening, excluding or ignoring, spreading rumors, defacing or destroying the property of others.

“Harassment” includes the same actions, though not necessarily from a standpoint of perceived power. Harassment is prohibited. Bullying and harassment is a violation of student conduct rules and appropriate disciplinary measures, up to expulsion, will be enforced. When bullying or harassment is done on the basis of gender, disability, race, or other protected status, it is considered a very serious offense for which expulsion may be a consequence depending on the severity of the conduct. Students who are the victim of bullying or harassment or who observe such occurring are to

promptly report the problem to their teacher or to the Principal so the problem can be addressed. Students must self-advocate and seek help from an adult.

BUS RULES

All students riding on school transportation vehicles are subject to the policies governing student conduct within the student handbook and school board policies. Also, students will show respect to the bus driver and follow his/her rules and guidelines. Riding on school transportation vehicles is an extension of the normal school day. Students who violate the conduct code while riding on school transportation may be denied bus/vehicle privileges from one day to permanent removal from the school transportation vehicle.

While riding on a school bus, students are expected to abide by the following rules:

1. Students shall be on time at the approved bus stop. Bus schedules will not permit waiting.
2. Students should stay clear of the path of the bus. Wait for the bus to come to a complete stop before attempting to load.
3. The driver is in full charge of the bus and the students. Passengers shall comply with his/her requests.
4. The driver may assign seats to passengers.
5. Students should throw all trash, etc., in the waste cans provided. Nothing is to be thrown out of the windows.
6. Food and drink will not be allowed on the bus except for specific trips and with permission from the coach or sponsor.
7. No part of the body should be extended through the bus windows.
8. Students are required to be quiet while the bus is stopped for railroad crossings.
9. Students shall not leave the bus from the emergency door unless a real emergency exists.
10. Students unloading from the bus shall not cross in front of the bus until the driver gives the signal.
11. Students will be unloaded only at approved school bus stops unless arrangements have been made with school personnel beforehand.
12. Students and parents must assume that bus transportation is a privilege, not a right.
13. The riding privilege of a student may be revoked for violation of the rules or for conduct that is detrimental to the safe operation of the bus.

CELL PHONE POLICY STUDENT IN GRADES 6 AND BELOW

Students in 6th grade or below will not be allowed to use cell phones during the school day. We encourage parents not to send electronic devices to school with their child(ren). If a student chooses to violate this policy, their cell phone will be taken to the Elementary Principal's office where the student can get it at the end of the day. Repeated violations will result in a phone call to parents and other possible disciplinary measures.

COMMUNICABLE DISEASES

Students showing any symptoms of a contagious disease at school must, by State Statute 79-4,177, be sent home pending a report from the student's personal physician. Fevers, sore throats, coughs, and skin rashes are signals for parents to consider keeping their children home.

DRESS CODE FOR SCHOOL

Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

1. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
2. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
3. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
4. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
5. Head wear including hats, caps, bandannas, and scarves.
6. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
7. Clothing or jewelry that is gang related.
8. Students will not be permitted to mark themselves or others with pens or markers for any reason. Those doing so will be asked to wash the markings off.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval. Coaches, sponsors, or teachers, may have additional requirements for student who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extra curricular activity program. These are just examples, as an administration we reserve the right to ask students or teachers to change if we feel the clothing that they are wearing could effect the learning environment.

FIELD TRIPS AND FIELD DAY

Field trips and similar activities are considered part of the instructional program of the school. Students are expected to be in attendance and participate as a regular school day. Parent permission forms are required as a means of notification when we take students beyond the district boundaries.

The district provides transportation only for students on a school sponsored activity. Students who ride school buses to school sponsored activities MUST return to the school on the bus. The only exception will be when a student rides home with parents. The sponsor must be contacted by the parent before this exception to the rule can be allowed and an alternative transportation form must be completed.

FIGHTING/VIOLENCE:

A student may have detention or suspension for fighting on school property, including school buildings and grounds, at school activities home or away, or on school transportation vehicles. The aggressor may receive the more severe penalty.

GENERAL SCHOOL RULES FOR CHILDREN

All students will be expected to:

1. Walk in hallways, stairways, and throughout the building.
2. Use appropriate language.
3. Use appropriate voice levels.
4. Respond courteously to others.
5. Be respectful to their teachers and their fellow students.
6. Take good care of school property.
7. Remove all hats or caps while they are in the building.
8. Maintain playground safety, which includes no tackle football or any other games that are rough in nature.

HALLWAY CONDUCT

Because of the chance of injury and because of the general confusion it causes, running, fighting, pushing or general horseplay, as well as excessive and unnecessary noise in the halls, will NOT be tolerated. This includes morning, noon, dismissal, or while passing to and from classes or meetings.

HAND SIGNS

Students are not allowed to use negative hand gestures directed to others; this includes gestures in school pictures. Students shall face detention and/or suspension when violating this policy.

HOMEWORK

As a general rule, students should have no more homework than 10 minutes times their grade level (ie. Third grade < 30 minutes). Most homework is limited to that work that a student does not complete during the school day. More work may be

required to be done at home for students who have been absent. When an absence is anticipated, the school work should be completed prior to the absence.

LUNCHROOM RULES

- 1) Use inside voices
- 2) Be respectful of others
- 3) No throwing food or other items
- 4) Do not take things from another student's tray
- 5) Do not put things on another student's tray
- 6) Do not break the silverware whether it be metal or plastic

IMPROPER OR ABUSIVE LANGUAGE

The use of profane or obscene language or the drawing and writing of obscenities will not be tolerated. Students shall face detention and/or suspension when violating this policy.

INSUBORDINATION

Insubordination is defined as refusal to obey a school rule, regulation, or request of a teacher or school official. Consequences may include detention, in-school suspension, or out-of-school suspension.

LOST AND FOUND

Each student should check the lost and found rack outside the office if they are missing something. Parents are encouraged to look over the items when they are in the building for conferences, sporting events, etc.

NUISANCE ITEMS

Nuisance items such as toys, games, baseball cards, and other items may cause disruption and may be damaged or lost. These items are NOT the responsibility of the school and students are discouraged from bringing such items to school. Toy guns, knives, slingshots, and other hazardous implements are not to be brought to school.

PETS

Students are responsible for obtaining specific prior approval from their teacher before pets may be brought to school. Pets are to be brought to school by a parent or guardian for a specified amount of time.

PLAYGROUND RULES

The primary purpose of developing rules regarding the playground is to eliminate or reduce playground accidents. Remember, students are under the supervision of the teacher, assigned teacher, or playground supervisor and are responsible to each of them. We want everyone to be able to have fun without getting hurt. Playground

rules will be posted and all students are expected to follow these rules or have playground privileges taken away for a period of time. Rules:

1. No games involving physical contact will be permitted on the playground during the noon hour or recess. This includes dodge ball, war ball, and tackle football.
2. No throwing of any objects other than balls. Snowballing on school property is prohibited.
3. Students will respect playground equipment.
4. Students will not leave the playground without permission.
5. Students will not use profanity or foul language.
6. No hard baseballs, skateboards or scooters will be permitted.
7. No climbing over or crawling under fences.
8. No sharp objects such as knives are to be brought from home.
9. When students line up to return to the building, they will be quiet before entering and in the halls.
10. The teacher or aide on duty will be respected and totally in charge on the playground.

POP, FOOD, GUM & CANDY

Students will not be permitted to have food or candy of any kind from outside of our school lunch program on school premises at any time unless special permission is granted for a special occasion. No drinks purchased outside of the school building will be allowed in the building. Gum chewing during school hours is not allowed.

REGISTRATION FOR NEW PUPILS OTHER THAN KINDERGARTEN

Parents of new pupils must complete the enrollment forms which are available in the building office. Parents of incoming pupils will be asked to sign a form to permit the school to obtain records from the previous school. Students moving into the district from out of state are required by state law to have a physical before starting school.

SCHOOL ENTRANCE AND REGISTRATION - KINDERGARTEN

Preschool registration for children entering kindergarten is held each spring. Letters stating the specific day and time will be made public through the school's social media outlets. All students entering kindergarten in the Nebraska schools must have reached their fifth birthday on/or before the 31st of July. Nebraska State Law 79-444 requires evidence of specific immunizations and physical examinations of all students prior to entering Kindergarten and 7th grade. By law students not complying with the requirements of this statute may not be permitted to attend school until the matter has been resolved.

During pre-registration, the dates and time for Kindergarten Kamp will be announced. Specific screening of students must be requested at this time by the parent.

SEARCH AND SEIZURE

Student lockers, desks, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Random searches of student books and book bags with reasonable suspicion may be conducted at the discretion of the administration. These searches may include drug dog searches of school lockers and book bags. The following rules shall apply to the search and the seizure of items in a student's possession or control:

School officials may conduct a search if there is a reasonable suspicion to believe that the search will uncover evidence of a crime or rule violation. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purpose may be seized by school officials. Any firearm shall be confiscated and delivered to law enforcement as soon as practicable. Items which are used to disrupt or interfere with the educational process may be removed from student possession.

STANDARD RESPONSE PROTOCOL

In the case of an emergency, the school will be using the following:

- A. HOLD! In your room or area. Clear the halls.
- B. SECURE! Get inside. Lock outside doors.
- C. LOCKDOWN! Locks, lights, out of sight.
- D. EVACUATE! (A location may be specified)
- E. SHELTER! Hazard and safety strategy

Tornado, Fire, Bus Evacuation, Lockdown and other safety drills will be conducted throughout the school year.

STEALING AND EXTORTION

Students who steal, extort, or attempt to extort on school property, at any school activity, home or away, will pay restitution and be subject to suspension. Law authorities may be notified.

STUDENT CONDUCT AND DISCIPLINE

Student conduct rules are established to maintain a school atmosphere which is conducive to learning, to aid student development, to further school purposes, and to prevent interference with the educational process. Violations of the rules will result in disciplinary action. Violations will not be limited to the discipline and consequences listed in this booklet. In dealing with problems for which suspension is a disciplinary action, the school administration may at any time take a lesser summary action, such as reprimand or detentions based on the severity and/or frequency of the problem. A student who is seldom disruptive in the classroom may receive a lesser punishment than the student who has been referred frequently for the same offense. In this way,

it is possible to allow for administrative discretion without altering the basic principles of uniform and impartial disciplinary action. The administration will also take into account the severity of violations, the intent, and attitude in which the violation was committed, which may increase or decrease consequences. Continual violations of student policies will have increased consequences.

Student conduct and appearance are expressions of the student as an individual and as a representative of his/her school. Student conduct on campus, in the building, on the buses, and at school and community activities should be at all times characteristic of a group of young men and women who are proud of themselves, their school, and their community.

Teachers will always have the right to establish fair and reasonable rules in their classrooms to enable them to maintain an effective teaching-learning atmosphere. Be sure you understand the rules each teacher has established to govern your conduct and behavior in the classroom.

Showing respect to other students, school staff, and guest of our school will be expected. Being disrespectful to others will not be tolerated.

STUDENT DROP OFF AND PICK UP

Parents are asked to use the loop south of the school for the purpose of dropping off or picking up their child. Please be aware of other children in the area and try not to stop too long in the drop off zone. There should be no cars or other vehicles in the bus loading/unloading zone to the west of the school. Students that are walking to school should use crosswalks that are manned by a crossing guard.

STUDENT ILLNESS OR INJURY

Students with the following health condition(s) shall be excluded from school: Oral temperature of 100 degrees or higher, elevated (or possibly normal) temperature combined with severe cold symptoms, excessive coughing, swollen glands, or skin rash, eyes inflamed with purulent discharge, drainage from ears, skin lesions such as impetigo or scabies until under treatment, vomiting, diarrhea (2 or more loose stools), and/or communicable disease.

Students will be re-admitted after being fever free for 24 hours without the use of a fever reducing medication. If your child is sent home with a fever, they may not return to school until fever free for 24 hours without fever reducing medication. Students with some conditions may return to school after being treated for 24 hours with an antibiotic.

If a student incurs a serious injury while at school, parents will be notified and an Accident/Illness Report will be mailed home.

STUDENTS MOVING FROM THE DISTRICT

If you anticipate moving out of the district, please notify your child's teacher as soon as possible. Early notice of an impending move will enable the classroom teacher to assist in making the change smooth, academically and emotionally.

SUPPORT PROGRAMS

The following programs are available through the Arapahoe-Holbrook Public School District to assist an eligible student with developing identified skills.

Title 1 - This is a federally funded program which is offered to students in grades K-6 who have specific academic needs in the areas of Reading and/or Math. The program is designed to help each student gain and retain basic skills in either or both of these areas.

Special Education and Related Services – These services are offered to students Pre-K through 21 who have been found eligible for specially designed instruction to meet their academic and functional needs.

Counseling – Counseling service is provided to individuals and groups. Individual counseling may be requested by the teacher, parent or student themselves. Paperwork affirming parental consent is required prior to any counseling sessions.

TARDY POLICY

The school strives to teach promptness. Students are required to be at school by 8:00 a.m. A student entering school after 8:05 a.m. will be counted tardy. All students that are late need to check in with the front office before proceeding to class. Tardiness to school may result in a conference with the Elementary Principal and/or detention time after school. If a student continues to be late for school, parents will be contacted by telephone.

TEXTBOOK AND MATERIAL FINES

It is the responsibility of each student to give proper care to instructional equipment, materials and supplies. Whenever carelessness leads to destruction or loss of equipment or materials beyond normal use, the student and parent will be assessed the cost of replacement.

VANDALISM

Vandalism is the willful and pointless destruction or defacing of school property. Any student found guilty of such activity will be held liable for damages and be subject to suspension. Law authorities may be notified.

VISITORS

1. Parents or legal guardians of students are encouraged to visit school.
2. All visitors are asked to report to the school office at the beginning of their visit.
3. All visitors other than parents or legal guardians must obtain approval of the principal.
4. Children may not attend school as visitors except on a short-term basis (for a period of one-hour) and with prior permission of the principal.
5. Parents are asked not to bring small children as they can distract students.

(The rules/regulations in this section may not be all encompassing. Students will still be held accountable to all District/Board Policies that apply to all K-12 students at Arapahoe-Holbrook Public Schools.)

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HIGH SCHOOL CLASS SPONSORS

SENIOR CLASS
JUNIOR CLASS
SOPHOMORE CLASS
FRESHMAN CLASS

GUIDANCE AND COUNSELING SERVICES

SCHOLARSHIPS: Seniors are eligible for scholarships, but it is the student's responsibility to make applications and take the necessary steps in securing them.

FINANCIAL AID: After selecting a college or technical school, students should contact the Director of Financial Aid of the institution for financial assistance.

CAREER CENTER: The Career Education Center, located in the Guidance Office, is designed to assist students in making college, vocational, and occupational choices. This Center houses college catalogs, occupational handbooks, career briefs, and special interest materials. Students are encouraged to use the Center to help with post high school decisions.

PARENT CONCERNS:

Parents are urged to consult with the counselor whenever there is a need. Please feel free to call the counselor, at school, concerning your son or daughter.

DAILY ANNOUNCEMENTS

All announcements are due to the office by 7:45 a.m. Make sure they have sponsor approval. All announcements must be approved by the building principal. They are available through PowerSchool.

GRADING SYSTEM

The grading system of Arapahoe-Holbrook Public Schools shall be as follows:

1. Grading periods of approximately nine (9) weeks shall be used four (4) times per year for grades K-8. Grading periods of approximately sixteen (16) weeks (semester) shall be use for grades 9-12 with progress reports showing grades shall be provided approximately nine (9) weeks after the start of each semester.
2. The grading and conversion scale are as follows:

93-100 A
86-92 B
78-85 C
70-77 D
BELOW 70 F
INCOMPLETE* I

INCOMPLETES: Incompletes may be given when a student's work for the term is not complete. Incompletes will be given only in cases of students who have fallen behind in their work because of illness, accident, or other extreme reasons. Students who have regular attendance should not have fallen behind and do not warrant incompletes. All incompletes must be removed within two weeks of the grading period. If the incomplete has not been removed, it will go on record as a failure. There will be no incompletes granted the last nine weeks of school.

SEMESTER TEST: Semester tests for grades 9-12 will be required for all classes. The semester test is worth a maximum of 10% of the semester grade.

REGISTRATION AND SCHEDULE CHANGES

Changes are ONLY Permitted during the first 3 days of school, with approval from individual teachers involved, parents, guidance counselor, and principal. Students having problems are urged to consult with the guidance counselor during this time frame. Changing class schedules at mid-year will require authorization from individual teachers involved, parents, guidance counselor, and principal. In almost all instances, students must register on a yearly basis as opposed to a semester basis, with the exception of those classes offered on a semester basis.

HONOR ROLL

In order to qualify for the various honor roll levels at Arapahoe, a student must be enrolled in at least seven classes, of which 4 must be core classes, and be in good standing.

MERIT HONOR ROLL (A AVERAGE)..... 95%-100% & No Grades Below 86%
HONOR ROLL (A/B AVERAGE) 90%-95% & No Grades Below 86%

GRADE ADVANCEMENT FOR 7TH-8TH GRADE STUDENTS

Students in grades 7th and 8th must pass two semesters of their core courses in order to progress to the next grade level. Core courses include Math, Science, Social Studies and Science.

GRADUATION REQUIREMENTS

Students differ widely in what they bring to the school and what they expect from it. For this reason, the following are stated as minimums to allow flexibility in the planning of individual programs. However, on the assumption that there are some elements that should be shared by all educated persons, these uniform minimum requirements are established for graduation from Arapahoe High School. A student must have earned at total of 240 semester hours. Five hours of credit are given for a course offering that meets five days per week or the equivalent amount of time, for a full semester.

GRADUATION GUIDELINES

In order to participate in the Commencement Ceremony the students **must have completed the following:**

1. Complete all credits required by Arapahoe/Holbrook Public Schools.
2. Take care of all financial obligations and return all school equipment.
3. Complete all Community Service requirements established by the Board of Education.
4. Attend all graduation practices.

Students will need to bring their decorated mortar board should they want to wear it at graduation. Those not wishing to decorate their mortar boards will not need to bring it. Students will not be allowed to wear a decorated mortar board unless it has been received by the Building Principal one week prior to graduation. (design must be approved two weeks prior)

The Valedictorian and Salutatorian will be given the opportunity to give a speech during the ceremony.

Seniors will be required to dress appropriately, semi formal. No jeans, tennis shoes, flip-flops, shorts or t-shirts.

Graduates will be allowed to wear the following academic attire:

1. National Honor Society Honors
2. Valedictorian and Salutatorian Honors
3. Grade Point Average Cords
4. Military Stoll

Senior Honors and Awards will be noted with an insert to the Commencement Program.

CLASS REQUIREMENTS:

Each student must successfully complete work in the following areas:

Science

30 Semester Hours

1. Life Science
2. Physical Science

Mathematics

30 Semester Hours

Required Courses must include Algebraic and Geometrical Courses

Social Science

30 Semester Hours

1. World Geography/World History/Sociology
2. American History
3. American Government

Language Arts

40 Semester Hours

1. English I or Basic English 9
2. English II or Basic English 10
3. English III or Basic English 11
4. English IV or Basic English 12

Vocational Education

20 Semester Hours

Business Area - 10 Semester Hours

Industrial Arts, Voc. Agriculture, Family & Consumer Science - 10 Semester Hours

Physical Education or Fine Arts

10 Semester Hours

Physical Education, Art, Music – 10 Semester Hours

Speech

5 Semester Hours

Beginning Speech

Comprehensive Health, Careers, and Drug Education

5 Semester Hours

Comp. H, C, & D

Basic Computer Keyboarding and Operation

5 Semester Hours

1. Computer Applications or Basic Computer

Arapahoe Public Schools strongly recommends that all juniors take a math and a science class. Juniors are required to take a statewide assessment in reading, writing, math and science.

ACADEMIC PROGRESS: Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be sent to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

COMMUNITY INTERACTION REQUIREMENT: The purpose of this requirement is to develop an awareness of citizenship and community responsibility among AHS students. Students will be required to meet the following community interaction hours:

- Freshman year (Attend one City Council or School Board Meeting);
- Sophomore Year (5 hours of service);
- Junior Year (10 hours of service); and
- Senior Year (15 hours of service).

A total of 30 hours must be completed before graduation. Students may work hours ahead of the assigned time. The principal will keep a record of time volunteered and work with the students upon approval of hours donated. (Transfer students will be prorated in). Work-study hours will not count towards the Community Interaction hours.

Students must register for a minimum of 35 hours per semester and shall include a minimum of 20 hours from the "academic curriculum." "Non-academic" classes include Physical Education, Band, Vocal Music, Library Aide, and interscholastic athletics.

Any deviation from this requirement must be approved by the principal and/or superintendent. Students identified as special education through proper testing procedures approved by the State Department of Education will be required to successfully complete the course of study prescribed in their individualized educational plan.

GRADUATION: Students must meet all graduation requirements as established by the Arapahoe Public School in order to receive a diploma. Students who have met the requirements for graduation, all classes completed (no incompletes), Community Service Requirements completed and all financial obligations met by the seniors last day shall be eligible to participate in the graduation ceremony. In addition, students must attend graduation practice. Graduation is a formal ceremony. Graduates should dress accordingly. Graduates and their families will show respect for all of the graduating classmates. No disruptive behavior will be tolerated. Attendance at graduation is not required.

STUDENT EXPECTATIONS AT AHS DANCES: Our hope is that AHS school dances will continue to be part of the high school experience, and that each student will have a fun and safe night. Inappropriate dancing is prohibited at all AHS dances. Any out of town guest must be approved by the principal. Students must have a completed Out of Town Guest Form by the deadline established by the building principal. When a dancer exhibits any of these inappropriate motions, they will be warned or removed. If a student is removed, a staff member will notify the parents/guardian regarding arrangements for transportation. Other consequences could be determined by the

school or school district including restrictions from other dances and similar activities. All other AHS rules and student responsibilities apply at school dances. This includes Code of Conduct rules, appropriate behavior and dress rules. We are looking forward to fun and safe dances with our student body. Arapahoe Public Schools has always appreciated the support of our parents and guardians in these matters.

INSUBORDINATION: Insubordination is defined as refusal to obey a school rule, regulation or request of a teacher or school official. A suspension of up to three (3) days may be given to a student for any act of insubordination. Repeat offenders may also be referred to the Board of Education for review and disciplinary action.

STUDENT AUTOMOBILES

Students that drive a motor vehicle to school must know and obey the following rules:

1. Driving from the school grounds during school hours is not permitted without office permission (Policy No. 5507).
2. Speeding or careless driving on the school grounds and on streets bordering the school is not permitted.
3. Sitting in cars during the school day is not allowed. (This includes the noon period.) If students wish to get into their cars for any reason during the day, they should get permission from the principal or his/her designee.
4. Students must leave their cars after arrival at school.
5. Students will park in the designated parking area, northeast lot west of the football field; the northwest parking lot is designated as staff parking. Entrance can be gained from the north before and after school. Students may NOT park south of the School building on Walnut St. Students that park so that other students may not safely and conveniently move their car from the parking lot will be issued a one-hour detention.
6. Motor vehicles and the parking lots are off limits during the school day. Any students who need to go to their vehicles must have permission from the principal and enter and exit from the main entrance
7. When school is dismissed, students are urged to drive with caution. Please remember that the elementary school children are walking home. 8. Students violating safe driving practices may be suspended and will be prohibited from driving their vehicles to school.
8. During school hours, students may only ride in cars driven by parents or with written permission that has been approved by the office.

DRIVING TO APPOINTMENTS: If a student has a medical appointment during the course of the school day, the student must bring a note signed by a parent or guardian (or a phone call from the parent or guardian) before leaving for the appointment.

PLEASE REMEMBER THAT CHILDREN WILL BE WALKING HOME AFTER SCHOOL AND THEIR SAFETY IS OUR PRIMARY CONCERN.

DISMISSAL FROM CLASS FOR DISCIPLINARY REASONS:

If a student's conduct in a class or student advisory becomes so disruptive that other students are adversely affected, a teacher may as a last resort ask the student to leave the class and report to the Principal's office.

First Offense – Parents will be notified. Student will serve detention with the teacher at the end of the school day.

Second Offense – Parents will be notified. Student will receive a one-day in school suspension (8 class periods), commencing immediately.

Third Offense – Parents will be notified. Student will receive a two-day in or out of school suspension. Parents must accompany student upon readmission to school. If all three offenses occurred in the same class, the student may be dropped from that class with a failing grade.

Note – *During any in-school or out-of-school suspension, a student may not take part in or attend any school-sponsored activity.*

BEFORE SCHOOL-DURING LUNCH-AFTER SCHOOL:

Before School: A pass from a teacher is required to access any other area before 8:00.

DURING LUNCH: Senior High is a closed campus. The school campus will be closed from 8:00 am to 3:40 pm. All students will be expected to remain at school over the lunch period. Students may eat school lunch or bring their lunch. All lunches must be eaten in the lunchroom. Students are allowed to go home for lunch ONLY when a parent/guardian picks them up and returns them to school. Students are NOT allowed to drive or walk home for lunch. Students shall not leave school campus during the school day without permission from the principal.

If a student becomes ill at school, the student must check with the principal or report to the office where arrangements will be made for the student to leave school. Students may leave the building at other times during the school day with permission from a school administrator. A note or phone call from the student's parent or guardian will be required before permission to leave the campus will be granted. Any student who leaves the school campus without administrator permission shall be subject to detention or other school disciplinary action.

EXCESSIVE ABSENCES

NO CREDITS FOR OVER 25 ABSENCES: Students may make up absences by serving "seat time". Prior arrangements with the student, Principal and parents will be made. Students will work on material missed during their excessive absences. Internet Based Instruction will be used to cover the material that should have been obtained with regular attendance.

Prolonged illness, injury or emergency supported by a doctor's statement will be dealt with on an individual basis. It will be up to the principal to make judgments pertaining to whether an absence will be excused or unexcused. The parent(s) or guardian may appeal a credit deduction decision by giving the principal a written appeal request within ten (10) calendar days after notice of the credit deduction is given. A Credit Appeal Committee will review any appeal. The procedures for the appeal shall be informal, and may consist of receipt of written information only. The Credit Appeal Committee shall consist of the three individuals to be selected by the principal, and may include the principal in the principal's discretion. The Credit Appeal Committee may approve increased credits based on a determination that both of the following conditions are met:

1. the student's absences should be excused for the reason that the absences were unavoidable without fault of the student or the parent(s) or guardian and
2. the student received educational benefit commensurate with the credits to be awarded notwithstanding the absences. An appeal may be denied in the event the Credit Appeal Committee requests further information relevant to its decision and the parent(s) or guardian fails to timely provide the requested information

Students are responsible for attending all assignments on their schedules. Any failure to fulfill these obligations without prior permission constitutes a violation of school rules (usually truancy). Any student who has 10 or more unexcused absences from a class in any one semester shall not receive full credit for that course. Credit will be deducted from the standard five credits according to the following scale:

- 0.5 credits for absences of 11 to 15 class periods.
- 1.0 credits for absences of 16 to 20 class periods.
- 2.0 credits for absences of 20 to 25 class periods.

TARDY TO CLASS

Tardiness is rarely excusable. Students who are not where they are supposed to be when the tardy bell rings may be judged tardy. In most cases, this means that students should be in their assigned seats when the bell rings. A tardy requires an admit slip will be the only ones recorded on attendance sheets. Students who are tardy other periods are to report back to their previous teacher for a tardy slip. If the student has been held over in class, the slip will be marked excused. If the student left the previous class on time, the slip will be marked unexcused. Detention may be required by the individual teacher.

TARDY VIOLATIONS: The student will serve a 30-minute detention at the end of the school day or the next morning. If the student fails to complete the assigned detention, the student will serve 60 minute detention with the teacher. Students who fail to serve their 60 minute detention will be assigned one day in-school suspension.

ADVISOR BASE PERIOD

All students will report to their Advisor Base teacher for 8th period. Advisor Base Period will be treated like all other regular classes in regards to discipline, attendance and the like. There will be NO practices or the like during the Advisor base Period, this time will be used strictly for organizational meetings and academic purposes. During the Advisor Base Period students will work on their homework or missed assignments. Teachers will have the opportunity to have students report to their class to make up any missed assignments/projects or to complete assignments/projects. No student will leave the Advisor Base period classroom unless requested by another teacher or given permission from the receiving teacher. Each Monday, the Student Advisory teacher will do grade checks with each of their students. In addition, the Student Advisory teacher will work with each student to develop short term (weekly) and long term (quarterly & semester) academic goals.

CELL PHONE POLICY

STUDENTS IN GRADES 7-12 *CELL PHONES*: May be used during the following:

- Before school, until classes commence.
- Cell Phones will not be allowed in the breakfast eating area.
- At lunch in the cafeteria. (Fridays will be PHONE-FREE Fridays and cell phones will not be allowed during lunch. We want students to utilize this time to converse with each other.)
- After school when dismissed from class by the classroom teacher.

VIOLATIONS: Any alarm or ringer going off during class or Use of cell phone at times other than those authorized.

CONSEQUENCES:

- 1st Violation – Staff member turns cell phone in to office and student may pick it up after school. Warning no detention.
- 2nd Violation – Staff member turns cell phone in to office and student may pick it up after serving 30 minute office detention. Parent is notified by student.
- 3rd Violation - Staff member turns cell phone in to office and student may pick it up after serving 60 minute office detention. Parent is notified by student. Any further violations will result in the assignment of In School Suspension.

SUMMER SCHOOL FOR GRADES 7-12

Will be available to any APS student to make up credit from proceeding school year/s. It will be run for 4 weeks during the month of June. Attendance is mandatory and will run from 8:00am-12:00pm, Monday thru Thursday. The curriculum will be online using Edgenuity. Students will have a timeline so that they will know how they should progress in order to complete their class by the end of the program. The class will meet in the Distance Learning Room at APS.

Cost of the program will be \$100, regardless of the number of credits being recovered. If a student successfully completes their class by the end of the program their fee will be refunded.

If a student cannot complete their class/es by the end of the program, an extension appeal may be made to the building principal. No extension will be granted past the end of July. Students who are granted an extension will not have their fee refunded.

If a student has to take credit recovery due to excessive classroom absences, the fee will be based on the amount of credit to be made up:

- 1/2 credit - \$25
- 1 credit - \$35
- 2 credits - \$50

Students must attend every day until the class is completed and they have made up the time they have missed. The time will be determined by the Building Principal. The Building Principal will work with the classroom teacher to determine the adequate units of instruction that will be assigned that will correspond with the time of instruction that the student missed. There will be no refund if a student is making up credit due to excessive classroom absences.

SECTION FOUR: ACTIVITY PROGRAM - TABLE OF CONTENTS

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ARAPAHOE HIGH SCHOOL ACTIVITY SPONSOR ASSIGNMENTS

PHONE (308) 962-5458
COLORS BLUE, WHITE and BLACK
CONFERENCE REPUBLICAN PLAINS ACTIVITIES CONFERENCE WARRIORS
CLASS. D- 2
SUPERINTENDENT Mr. Bob Drews
PRINCIPAL/ACTIVITIES DIRECTOR Mr. Rudy Perez
ATHLETIC DIRECTOR Dustin Kronhofman
ANNUAL Riley Dirgo
FLAG TEAM Allison Sharp
CHEERLEADER Kayla Helms
FCCLA Kaitlin Spaulding
FFA Chandler Hambidge
INSTRUMENTAL MUSIC Allison Sharp
VOCAL MUSIC Valerie Leising
MUSICAL Valerie Leising
A-CLUB Head Coaches & Athletic Director
STUDENT COUNCIL Kelsie Eman
NATIONAL HONOR SOCIETY Pam Breinig
ACADEMIC TEAM Katie Helms (ES/JH) / Kelsie Eman (HS)
SPPECH Riley Dirgo
PROM DIRECTOR Lynn Crossley

HIGH SCHOOL COACHING ASSIGNMENTS

CROSS COUNTRY Reid Stagemeyer/Jenaya Pierce
FOOTBALL Dustin Kronhofman
VOLLEYBALL Kate Warner
UNIFIED BOLWING Angie Moore
BOYS' BASKETBALL John Strand
WRESTLING Brandon Mues
GIRLS' BASKETBALL Preston Blackmore
BOWLING Angie Moore
TRACK Dustin Kronhofman
GOLF Preston Blackmore

JUNIOR HIGH COACHING ASSIGNMENTS

FOOTBALL John Strand
VOLLEYBALL Katie Helms
BOYS' BASKETBALL Chandler Hambidge
WRESTLING Brandon Mues
GIRLS' BASKETBALL Kaitlin Spaulding
TRACK Kaitlin Spaulding/Brandon Mues

SCHOOL FIGHT SONG

WARRIORS, WARRIORS, HATS OFF TO THEE TO OUR COLORS, TRUE WE WILL
ALWAYS BE, AND EVER ONWARD TO VICTORY RAH! RAH! ARAPAHOE RAH! RAH!
ARAPAHOE FIGHT ON TO VICTORY! REPEAT FIRST VERSE W-A-R-R-I-O-R-S
(CLAP-CLAP) W-A-R-R-I-O-R-S (CLAP-CLAP) W-A-R-R-I-O-R-S (CLAP-CLAP)
WARRIORS, WARRIORS! REPEAT FIRST VERSE

EXTRACURRICULAR ACTIVITY

EXTRACURRICULAR ACTIVITY PHILOSOPHY: Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally. The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

SAFETY: The District's philosophy is to maintain an activities program, which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate. The student needs to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common sense. **WARNING FOR PARTICIPANTS AND PARENTS:** The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains; to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

ARAPAHOE SCHOOL ACTIVITIES: Arapahoe High School has a wide and varied activity offering. Students are encouraged to participate and enjoy the benefits received in activity programs. The following is a list of the activities that are offered:

ELIGIBILITY FOR EXTRA-CURRICULAR ACTIVITIES FOR ARAPAHOE PUBLICSCHOOLS: Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. An eligibility committee composed of teachers, coaches, administrators, and school board members has established the following eligibility requirements. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities students must:

1. Grading Period Eligibility: A student who is not passing two or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances. The student will remain ineligible until the next grading period (semester).
2. Weekly Eligibility: Each Monday at 9:00 the building principal will check all grades for students in grades 7-12. The students failing one subject will be eligible to participate in activities for that week.
 - a. A high school student is deemed ineligible for the week's activities if they are FAILING TWO OR MORE subjects on Monday during the weekly grade check. Students will be brought to the office to call home and let their parents/guardians know that they are ineligible for the coming week's activities. That student will remain on the ineligible list the entire week. The next chance for that student to become eligible is the

next grade check which is the following Monday. If your child is ineligible several times they will continue to call you every Monday to make sure there is no miscommunication.

- b. A Junior high student is deemed ineligible for the week's activities if they are FAILING ONE core subject (Math, English, Science, Social Studies) or TWO or more subjects on Monday during the weekly grade check. Students will be brought to the office to call home and let their parents/guardians know that they are ineligible for the coming week's activities. That student will remain on the ineligible list the entire week. The next chance for that student to become eligible is the next grade check which is the following Monday. If your child is ineligible several times they will continue to call you every Monday to make sure there is no miscommunication.
3. Academic requirements do not apply to:
 - a. Instructional field trips which are a part of the scheduled course learning experience.
 - b. Activities or events which are a part of the student's grade requirements.
4. Activities include all athletic contests, music programs (including the musical), band programs, speech contests, FFA activities, FCCLA activities, student council activities, dances, homecoming quiz bowl, and prom. Students will be allowed to practice during this time. However, the ineligible student will not be dismissed from school to travel with the team, and will not be allowed to sit on the bench or be on the sidelines with the team during away contests. The ineligible student should be required to sit on the bench or sideline during home contests to support their teammates. The committee strongly discourages students from attending any activities they are not eligible to participate in.
5. If a student needs to work with a teacher directly, the student will need to arrange a time to meet with that respective teacher. If the student is having difficulty arranging a time, they will need to arrange a time through the Principal, who will make sure a time gets set up.

ATHLETIC COMPETITIONS:

Football, Boys & Girls Basketball, Wrestling, Bowling Volleyball, Unified Bowling, Boys & Girls Track, Golf , Cross Country

NON-ATHLETIC/COMPETITIONS: Instrumental Music Vocal Music Speech Team Cheerleading National Honor Society Student

Council FCCLA FFA Flag Team Class Competitions Academic Decathlon/Quiz Bowl Team Quiz Bowl

TRIPS, CLUBS, AND PERFORMANCES: School Plays/Musical Class Field Trips Prom Activities Homecoming Activities National Honor

Society School Dances Homecoming Senior Sneak Prom Trap (Shooting)
Club Bowling Club Class Field Trips and/or

Competitions (if graded, alternative class-work will be assigned for
students who are ineligible for class trip or competition).

STUDENT AND ATHLETIC INSURANCE

Student Insurance – A packet of information will be distributed to each student at the beginning of the school year. The coverage is explained on the policy. Those students who desire to take this insurance should fill out the information required and return it with the correct amount of money to FNB Assurance. In order to reduce the chance of error, separate checks for each student would be appreciated. Athletic Insurance – Students are required to provide their own medical insurance in case of injury during an athletic practice or event. Injuries and accidents do occur at school, and it is best if the students and their parents are prepared to meet financial responsibilities.

EXTRACURRICULAR ACTIVITY CODE OF CONDUCT:

PURPOSE OF THE CODE OF CONDUCT: Participation in extracurricular activities is a privilege not a right. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

SCOPE OF THE CODE OF CONDUCT:*Activities Subject to the Code of Conduct:* The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school. Extracurricular activities include but are not limited to all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, Quiz Bowl, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school-sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct. The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if a FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may receive an extended activity suspension.

GROUND FOR EXTRACURRICULAR ACTIVITY DISCIPLINE) Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Selling, using, possessing or dispensing alcohol, tobacco (including electronic nicotine delivery systems), narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. (Note: Refer to "Drug and Alcohol Violations" [Policy No. 5103.4] for further information).
8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event. Engaging in any activity forbidden by law, which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
10. Repeated violation of any of the school rules.
11. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school (arriving 15 minutes after the start of school), assigned classes or assigned activities.
12. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon an individual's protected status.
13. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
14. Willfully violating the behavioral expectations for those students riding Arapahoe Public Schools buses or vehicles used for activity purposes.
15. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
16. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.

17. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor except when the player is representing the school at another school sponsored activity. In each case every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
18. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
19. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility. All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

DRUG AND ALCOHOL VIOLATIONS: Student tobacco, vaping, alcohol, drug and mind-altering substance use results in negative effects on behavior, learning, and social and physical development. The Board believes that tobacco, vaping, alcohol, drug, and mind-altering substance use can result in dependency and misuse; we believe that early intervention in adolescent substance abuse can benefit the student before significant harm or dependency results. The Board believes that we have the obligation to address what we consider to be detrimental influences on student's performance, achievement, and development, the following substance abuse/activity participation policy was developed. It is a part of a total effort in discouraging the use of tobacco, alcohol, and other illegal drugs by the young people of our school community

Meaning of Terms:

Use or Consumption – includes any level of consumption or use of alcohol, a controlled substance or mind-altering substance). Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the Influence – means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. It also includes being impaired by reason of the abuse of any mind-altering substance.

Possession – includes having control of alcohol, a controlled substance or a mind-altering substance and includes being in the same area where the substance is present with no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- a. *Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- b. *Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol. *In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon as the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

DRUG AND ALCOHOL POLICY VIOLATION CONSEQUENCES

1. Students will be suspended from practices and participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses will be determined by school policy.
2. The disciplinary consequence and level of the violation is set in § and any prior violations committed by the student and/or if the student complied with the self-reporting obligations.
3. Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations: A student who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:
 - a. First Violation: 21 days.
 - b. Second or Any Subsequent Offense: One calendar year.
 - c. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 14 days for the first violation. A commensurate reduction (approximately seventy-five percent (75%) as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
 - d. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency the consequence will be reduced to 10 days in the case of a first violation.

- The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Principal or Principal's Designee. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.

e. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not restricted by the foregoing, and may be established in the good discretion of the administration.

STEROID OFFENSES: A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods: 1. First Violation: 30 consecutive days. 2. Second or Any Subsequent Offense: One calendar year.

WHEN SUSPENSIONS BEGIN: All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the spring will be carried over to the fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

LETTERS AND POST-SEASON HONORS: A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the approval from the Principal or the Principal's Designee, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors(e.g. completes the season in good standing).

SELF-REPORTING: A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made within twenty-four hours after the parents/guardians are notified of the charge and that an investigation has begun. In making a self-report, the student must voluntarily come forward and identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense. The student can provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct. All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

DETERMINING A VIOLATION HAS OCCURRED: A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria: 1. When a student receives a citation from law enforcement. 2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest, an adjudication of delinquency by the juvenile court or plea-bargain that defers adjudication and/or includes expungement. 3. When a student admits to violating one of the standards of the Code of Conduct. 4. When a student is accused in writing by a staff member of violating one of the standards of the Code of Conduct and the Principal determines that such information is reliable. 5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

PROCEDURES FOR EXTRACURRICULAR DISCIPLINE: The following procedures are established for suspensions from participation in extracurricular activities related to violations of the "Drug and Alcohol Free Policy": **ENFORCEMENT PROCEDURE FOR DRUG AND ALCOHOL VIOLATIONS – DISTRICT RELATED**: Any violation of the Drug and Alcohol free Policy on any District's grounds, in any District's vehicles, or at any District's activities will be handled directly with the student(s). Following the student's consultation with the school administrator, the administrator will determine if, when and who may need to be contacted. Possible contacts include parents/guardians, law enforcement, and/or any other party deemed necessary by administration.

ENFORCEMENT PROCEDURE FOR DRUG AND ALCOHOL VIOLATIONS – NON-DISTRICT

RELATED: Any violation of the Drug and Alcohol Free Policy that do NOT occur on any District's property, NOT in any District's vehicle, and NOT at any District's activity will only be addressed when the student receives a legal citation or a written report has been filed with administration claiming the student violated policy. These violations will be addressed in the following manner:

1. When the administration becomes aware of a citation or a written accusation has been made against a student, the administrator will notify the parents/guardians of the possible violation, that an investigation will begin and information on both the self-reporting guidelines and the sanctions the student can receive.
2. The school official(s) investigating the legal citation or written accusation will conduct a reasonable investigation of the facts and circumstances.
3. The student will have 24 hours to self-report after parents/guardians have been notified.
4. If a student is found to be in violation of policy, disciplinary actions will follow.

INVESTIGATION: The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances.

Meeting: Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose will be held in person or via a telephone conference.

1. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
2. The suspension will be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. If the meeting has to be delayed, the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.

NOTICE LETTER: Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Principal or Principal's Designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.

INFORMAL HEARING BEFORE SUPERINTENDENT: When the student or student's parent/guardian disagrees with the Principal's decision, the student or student's parents/guardians must request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not

responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.

1. A form is available to request such a hearing and must be signed by the parent or guardian. The form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
2. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
3. If a hearing is requested:
 - a. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
 - b. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
 - c. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
 - d. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
4. No Stay of Penalty: There will be no stay of the penalty imposed pending completion of the due process procedures
5. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

ATTENDANCE: Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the schools' attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day (arriving 15 minutes after the start of school going home sick during the 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 or Superintendent..

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.

NATIONAL HONOR SOCIETY

The National Honor Society chapter of Arapahoe Public Schools is a duly chartered and affiliated chapter of this prestigious national organization.

ADMISSION TO THE NATIONAL HONOR SOCIETY:

Membership is open to those students who meet the required standards in four areas of evaluation: scholarship, leadership, service, and character. Standards for selection are established by the national office of NHS and have been revised to meet our local chapter needs. Students are selected to be members by a five member Faculty Council, appointed by the principal, which bestows this honor upon qualified students on behalf of the faculty of our school at the end of first semester. New members will be announced, and a formal induction ceremony will be held during the second semester.

Students in the 10th, 11th, or 12th grades are eligible for membership. For the scholarship criterion, a student must have a cumulative grade point average of 93% or better on a 100% scale. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is required.

The Student Activity Information Forms are carefully reviewed by the Faculty Council to determine membership. Students who receive a 3.5 average on a 4 point scale in the four criteria areas qualify for membership in the Arapahoe Chapter of the National Society. The Faculty Council will give any student falling below the 3.5 cut-off individual consideration. The five- member Faculty Council will discuss each student's qualifications, vote by secret ballot and provide constructive comments on how to improve their credentials. The five-member Faculty Council will vote on each student individually. Students need three votes to be offered membership. Comments will be made available upon request. Candidates are notified regarding selection or non-selection according to a predetermined schedule. ***National NHS guidelines require that all Faculty Council members remain anonymous***

Following notification, a formal induction ceremony is held at the school to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes attending any chapter meetings held during the school year, and participation in chapter service projects.

In addition to scholarship, the faculty council determines membership using three additional criteria that include the areas of leadership, service, and character. The following guidelines from the National Honor Society Handbook will give further help in these areas. Below are some brief criteria that the Faculty Council considers during the selection process.

LEADERSHIP:

The student who exercises leadership:

Is resourceful in proposing new problems, applying principles, and making suggestions Demonstrates initiative in promoting school activities.

Exercises influence on peers in upholding school ideals.

Contributes ideas that improve the civic life of the school.

Is able to delegate responsibilities

Exemplifies positive attitudes

Demonstrates academic initiative

Successfully holds school offices or positions of responsibility; conducting business effectively, efficiently, and without prodding; demonstrates reliability and dependability

Is a forerunner in the classroom, at work and in school or community activities?

Is thoroughly dependable in any responsibility accepted.

SERVICE: The student who serves:

Is willing to uphold scholarship and maintain a loyal school attitude.

Participates in some outside activity: Girl Scouts, Boy Scouts, church groups, volunteer services for the aged, poor, or disadvantaged; family duties

Will volunteer dependable and well-organized assistance, is gladly available, and is willing to sacrifice to offer assistance.

Works well with others and is willing to take on difficult or inconspicuous responsibilities.

Cheerfully and enthusiastically renders any requested service to the school.

Is willing to represent the class or school in inter-class and inter-scholastic competition.

Will do committee and staff work without complaint

Shows courtesy by assisting visitors, teachers, and students.

CHARACTER: The student of character:

Takes criticism willingly and accepts recommendations graciously.

Consistently exemplifies desirable qualities of behavior (cheerfulness, friendliness, poise, stability).

Upholds principles of morality and ethics.

Cooperates by complying with school regulations concerning property, programs, office, halls, etc.

Demonstrates the highest standards of honesty and reliability Shows courtesy, concern, and respect for others

Observes instructions and rules, punctuality, and faithfulness both inside and outside the classroom.

Displays powers of concentration and sustained attention as shown by perseverance and application to studies.

Manifests truthfulness in acknowledging obedience to rules, avoiding cheating in written work, and showing unwillingness to profit by the mistakes of others

Actively helps rid the school of bad influences or environment.

Students or parents who have questions regarding the selection process or membership obligations can contact the Principal.

REMOVAL FROM NATIONAL HONOR SOCIETY:

A student may be removed from the NHS by action of the Principal upon a determination by the Principal that the student:

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction
2. Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct contained in this handbook; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction. The student may appeal the Principal's decision to the Superintendent by giving written notice of appeal to the Superintendent within ten calendar days of receipt of the Principal's removal decision. The appeal procedures shall be established at the discretion of the Superintendent such as to allow a fair opportunity for the student's views and information to be considered. The decision of the Superintendent on the appeal shall be final.

3057 Title IX Policy

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 5.6.

- 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 5.8.2 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.

**RESOLUTION OF THE BOARD OF EDUCATION TO
INCREASE BASE GROWTH PERCENTAGE TO
DETERMINE ITS PROPERTY TAX REQUEST AUTHORITY**

WHEREAS, the Board of Education ("Board") for **Furnas County School District 33-0018**, commonly known as **Arapahoe-Holbrook Public Schools** (the "School District"), is planning the School District's annual budget for the 2023–2024 school year; and

WHEREAS, the funding needed for the School District to meet its obligations to its students will require an increase in the base growth percentage used to determine the School District's property tax request authority under NEB. REV. STAT. § 79-3403; and

WHEREAS, Nebraska law authorizes the Board, upon an affirmative vote of at least seventy percent (70%) of the Board, to increase such base growth percentage by up to seven percent (7%).

BE IT THEREFORE RESOLVED that, pursuant to NEB. REV. STAT. § 79-3405(2), the Board hereby increases the base growth percentage used to determine its property tax request authority for the 2023–2024 budget in an amount of 7%.

Said Resolution was adopted by the Board of Education by a vote of ___ to ___ on the 11th day of July, 2023.

President of the Board of Education

ATTEST:

Secretary of the Board of Education

3001 Budget and Property Tax Request

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

BUDGET PROCEDURES

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov/>

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

Property Tax Request Hearing Notice. The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in

the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

Decrease or No Change in Total Property Taxes Levied. If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1632(4).

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

**PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER
THAN THE ALLOWABLE GROWTH PERCENTAGE**

Property Tax Request Hearing. The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent

allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

Property Tax Request Hearing Notice. Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

Provide Information to County Clerk. Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5th: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects
Financed with Federal Funds

I. Applicability of the Policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

II. All projects undertaken pursuant to this policy will be subject to the following bond requirements

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$250,000

A. Methods of Bidding/Soliciting Quotations or Estimates

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

IV. Construction Projects with an Anticipated Cost Over \$250,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible and consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner

providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of

significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
 - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and

number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program

income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and § 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. Competitive Proposals.

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

I. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

J. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be

accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records

Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

Through June 30, 2024, the school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of

school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

This policy shall terminate July 1, 2024.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036 Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board will determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$500.00

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent / Principal. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase must submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. **A non-itemized credit card receipt alone is not sufficient.** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees must maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and the Business Manager will conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3059 Audio and Video Recording

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Secret Recordings. No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities 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. Violation of this policy may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those

recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

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.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4003 Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated the Superintendent as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

The AHPS Superintendent may be contacted at 308-962-5459 or "firstname.lastname@arapahoewarriors.org"

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or

unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action

which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Review Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4045
Milk Expression

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Application for Enrollment. The parent or guardian of an exempt school student who is of appropriate age to attend school, is a resident of the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by May 1 prior to the start of a Fall semester and by October 1 prior to the start of a spring semester. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

Limitations Based on Resources. The enrollment of exempt school students is subject to limitations established by the district for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate,

receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. Exempt school students are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 5 credit hours of enrollment in the public school district. All part-time students must also meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5004 Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

- a. Option Student Defined.** Option student shall mean a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district shall mean the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district shall mean the school district that a student chooses to attend other than his or her resident school district.

2. Persons Entitled to Apply for Option Enrollment of Students. Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. Duties, Entitlements and Rights of Option Students. Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. Standards for Acceptance or Rejection of Option Students.

- a. Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's

designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

- b. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

 - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
 - ii. Would require the procurement of new equipment, technology, or furnishings;
 - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
 - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
 - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
 - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
 - i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
 - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
 - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 5. False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.
- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

8. Procedure for Students Optioning Into or Out of the School District.

- a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
- b.** On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. Late Applications and Requests for Release

- a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i.** When the district has already entered into contracts with teaching staff for the following school year;
 - ii.** When the district has already contracted for the performance of specific services for the student;
 - iii.** When the release of the student would have a negative financial impact or loss of revenue for the district.
- b.** The board of education will approve late applications to option into the district under the following conditions:
 - i.** When the resident district has released the student;
 - ii.** When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

- a. A student does not need to be released from his/her resident district under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which 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. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, 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 policy 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 policy 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.

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, 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.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Short-Term Suspension

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

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, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

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 or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, 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 and

shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

Weapons and/or Firearms

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

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.

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 either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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;

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 which 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 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, gender, 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;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- h. Engaging in hazing, defined as 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. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyberbullying, 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;

- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. 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;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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).

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 solely 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;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5045 Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. 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.

A. 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.

B. Listing of Fees Charged by this District.

1. Guidelines for 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 not 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 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 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 of this convenience fee charged by the district will be \$50.00.

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. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$100.00. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$50.00.

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 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
 - Covers admission to all extracurricular events
- Student Participation Fee: \$30.00
 - Required of all students who participate in athletics and/or other extracurricular activities
- National Honor Society: \$50.00
- Cheerleading, Drill Team, Flag Corps: \$50.00
 - 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: \$500.00
- Football: \$ 25.00
 - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$25.00
 - Students must provide their own golf shoes, undergarments, and clubs

- Track, Volleyball, and Wrestling: \$25.00
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$50.00
 - Students must purchase their own jackets and pay dues
- FCCLA: \$50.00
- Spanish Club: \$25.00

7. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's 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 choose 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 \$400.00 per course.

8. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district 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 \$100.00.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students 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 \$0.15 per page for reproduction of student records.

10. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$6.00 per day.

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 charged by the district for summer and night school shall be \$100.00.

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-8
 - Regular Price \$2.00
 - Reduced Price \$0.30
- Breakfast Program – Grades 9-12
 - Regular Price \$2.15
 - Reduced Price \$0.30
- Lunch Program – Grades K-8
 - Regular Price \$3.20
 - Reduced Price \$0.40
- Lunch Program – Grades 9-12
 - Regular Price \$3.40
 - Reduced Price \$0.40

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. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$25.00
 - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$25.00
 - 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 \$_____

14. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in 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. 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 \$_____.

C. 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. Actual participation in the free or reduced-price lunch program is not required 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.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, 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 clearly communicate that fact to students, parents and patrons.

F. 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.

G. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5049 Firearms and Weapons

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

Definition of Weapon. The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person 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 prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or

5. A handgun carried as a concealed handgun by a nonstudent adult in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

Definition of Encased. The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

Exceptions for Students. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

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.

Consequences – Weapon. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

Confiscation of Firearms. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5052 School Wellness Policy

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 score board 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. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
 - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - (4) This restriction does not apply to food sold during non-school 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.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. 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.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. 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](https://api.healthiergeneration.org/resource/2).

Adopted on: _____

Revised on: _____
Reviewed on: _____

5062
Lice and Nits

Upon discovering the presence of live lice or louse eggs, the school will notify the student's parent(s) or guardian(s). The student will be isolated from contact with other students and their belongings, and a parent or guardian must pick the child up from school immediately.

By Nebraska DHHS regulation, students are not permitted to return to school until the student is treated such that no live lice or louse 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.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5064
Supplement, Not Supplant

The district will use Title I, Title II, Title IV, and any other funds subject to Supplement, Not Supplant requirements as required by law. The district will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of such funds, be spent on Title programs. The district will ensure that Title funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title programs. Title professional development will not duplicate that which the district provides for non-Title purposes which, in the absence of Title funds, would be provided to all staff.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6003
Instructional Program

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten, exclusive of lunchtime.
2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.
3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.
4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.
5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038 Artificial Intelligence

As used in this policy, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student's work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
4. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____

APS Policy Update List

POLICY REVISIONS		7/11/23	
3001	Budget and Property Tax Request	7/11/23	Changes wording to reflect changes due to LB243 Property Tax Authority law
3003.1	Bidding for Construction...Using Federal Funds	7/11/23	Includes "Buy American" in the policy where the provision for this was only required in contract previously
3004.1	Fiscal Mgmt for Purchasing... Using Federal Funds	7/11/23	Includes "Buy American" in the policy where the provision for this was only required in contract previously
3033	Lending Textbooks to Children Enrolled in Private Schools	7/11/23	Lending to private schools now NDE responsibility
3036	Purchasing (Credit) Card Program	7/11/23	Records now required to be kept only 7 years instead of 10
3059	Audio and Video Recording	7/11/23	Previously was policy 5063 - moved to to 3000s because more than student focused policy
4003	Drug Policy Regarding Drivers	7/11/23	Clerical error regarding term "Medical Review Officer"
4045	Milk Expression	7/11/23	Includes language regarding frequency at which an employee can request to pump
4059	Suicide Prevention Training	7/11/23	Expands list of school employees who are required to have 1 hour training per year
5003	Admission of Part Time Students	7/11/23	Part Time students allowed w only 5 credit hours / eligible for NSAA activities /
5004	Option Enrollment	7/11/23	SpEd criteria handled by SpEd Director on case by case basis - decision in writing required / ALSO - Next school year limits must be declared by Oct. 15 of current school year
5035	Student Discipline	7/11/23	No OSS for PK-2nd / Short Term OSS noticr within 48 hours / Long Term or Expulsion decision w/in 2 school days / Parent can reject hearing officer / Board decision on appeal w/in 3 calendar days
5045	Student Fees	7/11/23	Now includes maximum fee for post-secondary costs
5049	Firearms and Weapons	7/11/23	Includes language regarding change in firearm storage (locked in vehicles) laws - encased
5052	School Welness Policy	7/11/23	New link published to connect to strategies schools must use
5062	Lice	7/11/23	Cleaned up wording - conflicting recommendations from DHHS/CDC/etc. on when to send students home
5064	Title 1 Supplement, Not Supplant	7/11/23	Inclusive of ALL Title funds
6003	Instructional Program	7/11/23	Change in requirements of instructional hours required for grade levels
6038	Artificial Intelligence	7/11/23	OPTIONAL NEW POLICY - Gives some ground rules on using AI Tools in school



Nebraska/Central Equipment, Inc.
 112 Apollo Avenue
 P O Box 3
 Alda, NE 68810
 Phone (303) 288-1300 Fax (303) 288-2402

For Parts and Accounting
 Phone (303) 288-1300
 Fax (303) 288-2402

Invoice

Date	Invoice #
7/6/2023	0171536-IN

Bill To
ARAPAHOE PUBLIC SCHOOL 610 WALNUT ARAPAHOE, NE 68922

Ship To

S.O. No.	P.O. No.	Terms	Ship Via	Mileage	Unit/Body#	VIN#
21UB51	VERBAL	Net 30			21UB51	1GBJG31K681221159

Item	Description	Ordered	Backordered	Invoiced	Rate	Amount
Used Bus Sale...	2008 COLLINS MINI BUS MODEL G33803 14 PASSENGER CAPACITY VIN#1GBJG31K681221159		0	1	20,000.00	20,000.00T
	PLEASE REMIT TO; 4970 EAGLE PLACE FREDERICK, CO 80504					

Subtotal		\$20,000.00
Sales Tax (0.0%)		\$0.00
Total		\$20,000.00
Payments/Credits		\$0.00
Balance Due		\$20,000.00

**ARAPAHOE-HOLBROOK PUBLIC SCHOOL
EXTRA DUTY SALARY SCHEDULE
2023-2024**

	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
ATHLETIC DIRECTOR (1) **Sept/May	ASST JH FBALL (1) **Sept/Oct	HD JH FBALL (1) **Sept/Oct	HD JH TRACK (B/G) W/ ASST (2) **Mar/May	ASST VAR FBALL (2) **Sept/Nov	HD CROSS COUNTRY (1) **Sept/Oct	HD VAR FBALL (1) **Sept/Nov
Dustin Kronhofman	Chandler Hambidge	John Strand	(B) Brandon Mues	John Strand	(G/B) Reid Stagemeier Co-Head; Jenaya Pierce Co-Head	Dustin Kronhofman
			(G) Kaitlin Spaulding	Preston Blackmore		
PROM DIRECTOR (1) **Sept/Mar	ASST JH VBALL (1) **Sept/Oct	HD JH VBALL (1) **Sept/Oct	ASST CROSS COUNTRY** (1) **Sept/Oct	ASST VAR VBALL (1) **Sept/Nov	HD GOLF (1) **Mar/May	HD VAR VBALL (1) **Sept/Nov
Lynn Crosley	Kaitlin Spaulding	Katie Helms	N/A=Co-Head Arrangement **Only if 10 or more participate	Riley Dirgo	Preston Blackmore	Kate Wamer ***Max Hours=676
	ASST JH BBALL (1-B; 1-G) ** (B) Dec/Feb; (G) Oct/Jan	HD JH BBALL (1-B; 1-G) ** (B) Dec/Feb; (G) Oct/Jan	ANNUAL (1) **Sept/May	ASST VAR BBALL (1-B; 1-G) **Nov/Mar		HD WRESTLING (1) **Nov/Feb
	(B) Reid Stagemeier	(B) Chandler Hambidge	Riley Dirgo	(B) ???		Brandon Mues
	(G) Jenaya Pierce	(G) Kaitlin Spaulding		(G) Amy Watson ***Max Hours=468		
	ASST JH TRACK (2) **Mar/May	HD JH WRESTLING (1) **Oct/Dec	ALL SCHOOL PLAY/MUSICAL (1) **Oct/Dec	ASST VAR TRACK (2) **Mar/May		HD BBALL (1-B; 1-G) **Nov/Mar
	(B) Chandler Hambidge	Brandon Mues	N/A for 23-24	(G/B) John Strand		(B) John Strand
	(G) Jenaya Pierce			(G/B) Cali Gunderson		(G) Preston Blackmore
	ONE-ACT PLAY (1) **Oct/Dec	CHEERLEADERS (1) **Sept/May	ASST GOLF** (1) **Mar/May	HD JH TRACK (B/G) W/ NO ASST (1) **Mar/May		HD TRACK (1) **Mar/May
	Valerie Leising / Heidi Thomas	Kayla Helms ***Max Hours=156	**Only if 10 or more participate	N/A		Dustin Kronhofman
	FLAG TEAM (1) **Sept/May	FCCLA (1) **Sept/May		ASST VAR WRESTLING (1) **Nov/Feb		SPEECH TEAM (1) **Nov/Mar
	Allison Sharp	Kaitlin Spaulding		John Koller ***Max Hours=468		Riley Dirgo
	MATHCOUNTS (1) **Sept/May	FFA (1) **Sept/May		INSTRUMENTAL MUSIC (1) **Sept/May		
	Cancelled for 23-24	Chandler Hambidge		Allison Sharp		
	ELEM ACADEMIC TEAM (1) **Oct/Apr	VOCAL MUSIC (1) **Sept/May				
	Katie Helms	Valerie Leising				
	JH ACADEMIC TEAM (1) **Oct/Apr	HS BOWLING (1) **Nov/Feb				
	Katie Helms	Angie Moore ***Max Hours=208				
	HS ACADEMIC TEAM (1) **Oct/Apr	SUMMER WEIGHT TRAINING (1-B; 1-G)				
	Kelsie Eman	Preston Blackmore / Dustin Kronhofman will be paid \$20/Hour and is not to exceed 94.375 hours from the day school ends until the day school begins.				
	HS UNIFIED BOWLING (1) **Oct/Dec	Preston Blackmore / Dustin Kronhofman will be paid \$20/Hour and is not to exceed 94.375 hours from the day school ends until the day school begins.				
	Angie Moore ***Max Hours=156					

YEARS EXPERIENCE	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	LEVEL VI
0-1	2 UNITS	3 UNITS	4 UNITS	6 UNITS	8 UNITS	10 UNITS
	\$755.00	\$1,132.50	\$1,510.00	\$2,265.00	\$3,020.00	\$3,775.00
2-3	3 UNITS	4 UNITS	5 UNITS	7 UNITS	9 UNITS	11 UNITS
	\$1,132.50	\$1,510.00	\$1,887.50	\$2,642.50	\$3,397.50	\$4,152.50
4-5		5 UNITS	6 UNITS	8 UNITS	10 UNITS	12 UNITS
		\$1,887.50	\$2,265.00	\$3,020.00	\$3,775.00	\$4,530.00
6-7			7 UNITS	9 UNITS	11 UNITS	13 UNITS
			\$2,642.50	\$3,397.50	\$4,152.50	\$4,907.50

** The position of Assistant Cross Country Coach is only to be filled if / when one coach cannot transport the team. A van can hold 10 passengers plus a driver.

** The position of Assistant Golf Coach is only to be filled if / when one coach cannot transport the team. A van can hold 10 passengers plus a driver.

All extra duty assignments/positions will be paid in the following manner: 50% of the salary at the beginning of the season or school year if year-round and 50% of the salary at the end of the season or school year if year-round. If the activity/season is partially or fully cancelled, the first 50% will still be paid, regardless. The other 50% will be prorated for a partial season or not paid if the activity/season is fully cancelled.

If coaching 2 or less Junior High Activities listed on the Extra Duty Schedule and practice takes place in a period identified as such on the Master Schedule during the school day the employee may choose to have no plan period during the particular season they have agreed to coach/sponsor and receive compensation per the Extra Duty Schedule for the assignment OR the employee may request a plan period and not receive compensation for practices that take place in a period identified as such on the Master Schedule during the school day. If coaching 3 or more Junior High Activities listed on the Extra Duty Schedule, the employee will be given a plan period and will receive compensation per the Extra Duty Schedule for the assignments where practices take place in a period identified as such on the Master Schedule during the school day.

The following Extra Duty Hourly Rate is for work after 4:00 pm on a regular school day and 3:00 pm on a Friday schedule.

Due to IRS Regulations All Extra Duty Pay Must be Paid Through Payroll.

Gate	\$10.00 per Hour	Bookkeeper	\$10.00 per Hour
Line Judge	\$10.00 per Hour	Officiating	\$20.00 per Hour
Clock Operator	\$10.00 per Hour	Speech Judge	\$50.00 per Meet