

Regular Meeting
Monday, July 10, 2023 6:30 PM
Dusters Restaurant, 2804 13th Street,
Columbus, NE 68601
2508 27th St.
Columbus, NE 68601

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President ensures all can hear proceedings

I.E. Mission Statement

I.F. Opportunity for Public to be Heard

I.G. Board Special Functions

I.G.1. Adjourn

I.G.2. Hearings

I.G.2.1. Special hearing for the purpose of receiving public input on
Columbus Public Schools' Student Fees Policy 504.18, Regulation
504.18R1, and Exhibit 504.18E1

I.G.3. CHS Schedule Adjustment Presentation

I.G.4. Approval of the 2023-2024 CHS Student Handbook

I.G.5. Approval of the 2023-2024 CHS Athletic and Activities Handbook

I.G.6. Approval of 2023-2024 Admission Prices

I.G.7. Approval of the 2023-2024 CMS Student Handbook

I.G.8. First Reading of Policy 607.05 Travel and Policy 607.05 R1.

I.G.9. Superintendent Contract

I.H. Items to be removed from the Consent Agenda

I.I. Consent Agenda

I.I.1. Approval of Minutes

I.I.2. Financial Reports M2, M3, M4a

I.I.3. Certified Personnel

I.I.4. Classified Personnel

I.I.5. Professional Travel

I.J. Acceptance of Gifts/Donations

I.K. Curriculum and Instruction

I.K.1. Administrative Functions

I.K.1.1. Approval of the 6-8 EL Novels

I.K.2. Updates

I.L. Business Operations and Human Relations

I.L.1. Administrative Functions

I.L.1.1. Declaration of Surplus

I.L.1.2. Review and Approve the Certified 23-24 Handbook

I.L.1.3. Review and approve the Classified 23-24 Handbook

I.L.2. Updates

I.L.2.1. CPS Audit Report for Discussion

I.M. Buildings & Sites/Technology

I.M.1. Administrative Functions

I.M.2. Updates

I.N. Student Services

I.N.1. Administrative Functions

I.N.1.1. Presence Online Speech Contract to be Approved

I.N.1.2. Approval of 23-24 Music Therapy Contract

I.N.2. Updates

I.O. Superintendent's Report

I.P. Board Sharing

II. Executive Session

III. Adjourn

Columbus Middle School Student Fees List

Grades 5-8

School Fees

The following activities may have fees associated with them. They should be paid in advance. Students/families that qualify for free or reduced lunch may have the fees waived by completing a waiver request form at the start of the course/activity.

Math Counts	Varies
Destination Imagination	Varies
Sing Around Nebraska Festival Choir	Varies
UNO Middle School Honor Choir	Varies
Wayne State Honor Festival Choir	Varies
History Day	Varies
Quiz Bowl	Varies
Duke Talent Identification Program	Varies
Nebraska Scholars Academy	Varies
Platte County Spelling Bee	Varies
Geography Bee	Varies
Nebraska Scholastic Art Comp./Display	Varies
Intramural Volleyball	Varies
Intramural Flag Football	Varies
Intramural Basketball	Varies
Intramural Wrestling	Varies
Football	Varies
Wrestling	Varies
Basketball	Varies
Track	Varies
Leadership / Yearbook	Varies
Band	Varies
Vocal Music	Varies
Cheerleading	Varies
Drumline	Varies

Robotics	Varies
Musical	Varies
Play	Varies

Athletic Physicals

The Nebraska School Activities Association (NSAA) requires that students involved in Athletics are required to have an annual physical.

Activity Stamp

Any student may purchase an activity stamp for \$35.00. The Activity Stamp allows students to attend all CHS and CMS home games, plays, and musicals. The Activity Stamp is not valid at NSAA sponsored activities. (district and state tournaments) Students that qualify for free or reduced meals and participate in activities may receive an activity stamp to all CHS/CMS home events. Students may purchase the activity stamp in the office.

Other Activity Fees

The following courses or co-curricular activities have fees associated with them. They should be paid in advance. Students/families that qualify for free or reduced meals may have their fees waived by completing the free or reduced lunch form at the start of the course.

All Students: \$5

Band Instrument Rental: Varies

Band Competition: \$10-\$20/event

All Activities Meals on Trips

Columbus High School
Grades 9-12 Student Fees
2023-24

Class Fees	Each fall with the start of a new school year as part of grade level orientation, students will be charged a class fee as shown below. • Class fees for Grades 9 and 10 are \$5.00 • Class fees for Grade 11 are \$7.00 • Class fees for Grade 12 are \$10.00 Class fees defray the costs associated with student incentives, the school newspaper, class pages in the yearbook for all grades; PROM for juniors and seniors; and graduation for seniors.												
Technology Damage Protection Plan	It is highly recommended that a student purchase the technology damage protection plan at an annual cost of \$25.00. With the purchase of the plan, the district will cover 85% of costs per claim with the student being responsible for 15%												
Athletic Physicals	The Nebraska School Activities Association (NSAA) requires that all students involved in athletics be required to have an annual physical paid for by the student.												
Activity Stamp	Any student may annually purchase an activity stamp for \$35.00. The activity stamp is good for admission to all CHS sponsored home activity events including plays and musicals. The activity stamp is not valid at NSAA sponsored activities including district and state competitions. Students qualifying for free and reduced meals may receive an activity stamp at no charge. Students can purchase an activity stamp during back-to-school orientation or during the school year in the high school office beginning with the first full day of classes.												
Individual Class Fees	Each of the following high school elective courses will charge a fee specific to the nature of the class. For example, fees are charged for tuition and books for college credit courses and for projects that students make and take home. <table border="1"> <tr> <td>Advanced 2D, 3D and Advanced Art</td><td>\$12.00 for student art creations</td></tr> <tr> <td>Art Exploration, Art Techniques, 2D Media</td><td>\$8.00 for student art creations</td></tr> <tr> <td>3D Media</td><td>\$10.00 for student art creations</td></tr> <tr> <td>Concert Band = Fall Concert Band = Spring</td><td>\$9.00 and includes an ensemble method book</td></tr> <tr> <td>Dual Credit Courses</td><td>To receive college credit students must pay for tuition and fees through CCC, Nebraska Wesleyan, or Wayne State College.</td></tr> <tr> <td>Engineering Concepts</td><td>Up to \$7.00 depending on student initiated projects</td></tr> </table>	Advanced 2D, 3D and Advanced Art	\$12.00 for student art creations	Art Exploration, Art Techniques, 2D Media	\$8.00 for student art creations	3D Media	\$10.00 for student art creations	Concert Band = Fall Concert Band = Spring	\$9.00 and includes an ensemble method book	Dual Credit Courses	To receive college credit students must pay for tuition and fees through CCC, Nebraska Wesleyan, or Wayne State College.	Engineering Concepts	Up to \$7.00 depending on student initiated projects
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Engineering Concepts	Up to \$7.00 depending on student initiated projects												

Guitar	\$10.00 for replacement strings, picks, and tuners
Introduction to Manufacturing Woods	Up to \$50.00 depending on student initiated projects
Linkages	Up to \$7.00 depending on student initiated projects
Manufacturing Welding	Up to \$15.00 depending on student initiated projects
Marching Band	\$46.00 plus an instrument and does not include shoes and gloves
Marching Band Cadet	\$25.00 plus an instrument and does not include shoes and gloves
Manufacturing Woods	Fee will vary and are determined by the student initiated project
Manufacturing Processes	Up to \$60.00 depending on student initiated projects
Percussion	\$300 and includes instrument usage fee, consumable materials, sticks and mallets, camp fees
Photography	\$10.00 for student photography items
Symphonic Band	\$9.00 and includes an ensemble method book

School Fees

Each of the following extra-curricular activities may have fees and/or other costs associated with the activity. Free and Reduced status may waive the fee with completion of the waiver request form at the start of the school year/activity.

All Activities	\$35.00 C-Stamp/Meals on Trips
All Athletic Teams	Shoes, Personal Attire
All Choir Groups	Appropriate Personal Attire for Performances
Bowling	Bowling ball and shoes
Cheerleading	Standard Uniform up to \$1200
Color Guard	\$15.00 plus cost of uniform
Dance Team	Standard Uniform up to \$1200
Destination Imagination	Costs will vary depending on competitions

	<table> <tr> <td>Golf</td><td>Golf clubs and shoes</td></tr> <tr> <td>HOSA</td><td>Entry fees for individual competitions</td></tr> <tr> <td>Intramural Basketball</td><td>\$5.00</td></tr> <tr> <td>FBLA</td><td>Membership dues, conference expenses</td></tr> <tr> <td>FCCLA</td><td>Membership dues, conference expenses</td></tr> <tr> <td>Mock Trial</td><td>Appropriate Personal Attire for Competitions</td></tr> <tr> <td>National Honor Society</td><td>Membership dues</td></tr> <tr> <td>SkillsUSA</td><td>Membership dues, conference expenses</td></tr> <tr> <td>Tennis</td><td>Tennis racquet, Personal Attire</td></tr> <tr> <td>Robotics</td><td>Costs will vary depending on competitions</td></tr> <tr> <td>Swimming</td><td>Goggles, Cap, Personal Attire</td></tr> <tr> <td>Soccer</td><td>Shin Guards, Personal Attire</td></tr> <tr> <td>Speech</td><td>Appropriate Personal Attire for Competitions</td></tr> </table>	Golf	Golf clubs and shoes	HOSA	Entry fees for individual competitions	Intramural Basketball	\$5.00	FBLA	Membership dues, conference expenses	FCCLA	Membership dues, conference expenses	Mock Trial	Appropriate Personal Attire for Competitions	National Honor Society	Membership dues	SkillsUSA	Membership dues, conference expenses	Tennis	Tennis racquet, Personal Attire	Robotics	Costs will vary depending on competitions	Swimming	Goggles, Cap, Personal Attire	Soccer	Shin Guards, Personal Attire	Speech	Appropriate Personal Attire for Competitions
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Soccer	Shin Guards, Personal Attire																										
Speech	Appropriate Personal Attire for Competitions																										
Other Items	Purchases that include yearbooks, class rings, letter jackets and other similar personal effects are sold to students as a convenience which are not fees and do not fall under the guidelines of the fees policy. Fines for overdue books, school parking violations, restitution for damage to property that is deemed to be a violation of school rules, regulations and policies established for the safe and efficient operation of the school and thus do not fall under the Student Fee Policy 504.18R1																										
Graduation Caps and Gowns	To participate in the graduation ceremony, students are required to purchase a cap and gown. Participation in the ceremony is optional and thus costs do not fall under the Student Fee Policy 504.18R1																										
Fund Raising	Students may do fund raising activities while participating in an extracurricular activity. Fundraising is done to offset expenses incurred by the student as members of the activity.																										

STUDENT FEES

The Board realizes some activities may require additional expenditures which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. In other special cases where the parent/guardian requests that the student be exempted from charges, the superintendent shall determine granting of waivers. No fees, specialized or non-specialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

For the purposes of this policy, the following definitions shall apply:

1. Extracurricular activities means student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district;
2. Postsecondary education costs means tuition and other fees associated with obtaining credit from a postsecondary educational institution.

The district may charge student fees or require students to provide specialized equipment or attire in the following areas:

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Postsecondary education costs, limited to tuition and fees associated with obtaining credits from the postsecondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;
5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or prekindergarten services in accordance with state statute;
8. Summer school or night school; and
9. Breakfast and lunch programs.

The district may also require students to furnish musical instruments for participation in optional music courses that are not extracurricular activities. Students qualifying for free or reduced-price lunches shall be provided with a musical instrument of the school's choice.

Waivers shall be provided to students who qualify for free or reduced-price lunches for fees, specialized equipment and specialized attire required for participation in extracurricular activities.

The superintendent shall establish a Student Fee Fund and ensure that funds collected as fees for the following purposes are properly recorded and deposited to it:

- Participation in extracurricular activities;
- Postsecondary education costs; and
- Summer school or night school.

The superintendent shall promulgate regulations outlining the purposes for which fees in these three areas are collected and shall ensure such fees are spent for those purposes.

The superintendent shall promulgate regulations to be published annually in the student handbook authorizing and governing:

1. Any non-specialized clothing required for specified courses and activities;
2. Any personal or consumable items a student will be required to furnish for specified activities; and
3. Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.

The superintendent shall also promulgate regulations authorizing and governing the following areas:

1. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
2. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
3. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
4. Deadlines for waivers for all types of fees;
5. Procedures for the handling of fees for students receiving postsecondary education credits;
6. Procedures for handling of fees related to summer school or night school; and
7. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy.

The maximum dollar amount of each fee must be specified as part of this policy.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1005.01, Public Complaints.

This policy will be reviewed and re-adopted annually by August 1 at a regular or special meeting of the board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each household.

Legal Reference: Neb. Constitution, Art VII, Sect. 1
Neb. Statute 79-215 (tuition)
79-241 (option student busing)
79-605 (nonresident busing)
79-611 (transportation fees)

79-734 (books, equipment and supplies)
79-2,104 (student files)
79-2,125 to 2,134 (student fees law)
79-1104 (before-and-after-school services)
79-1106 to 1108 (learners with high ability)

Cross Reference: 505.05 Fines for Lost or Damaged Items
506 Student Activities
507.01 Student Records Access
801 Transportation
802.05 Free or Reduced Cost Meals Eligibility
1005.01 Public Complaints

Policy
Adopted: 7-16-12

COLUMBUS PUBLIC SCHOOLS
Columbus, Nebraska
Reviewed: 7-20-16
7-17-17
7-16-18
7-15-19
7-16-20
7-12-21

Sharing Information with Other Programs

Dear Parent/Guardian:

To save you time and effort, the information you gave on your Free and Reduced-Price School Meals Application may be shared with other programs for which your children may qualify.

For the following programs, we must have your permission to share your information. Sending in this form will not change whether your children get free or reduced-price meals.

___ Yes! I DO want school officials to share information from my Free and Reduced Price School

Meals Application with: Extracurricular Activities_____

Class Fees_____

If you checked yes to the box above, complete the following form to ensure that your information is shared for the child(ren) listed below. Your information will be shared only with the programs you checked.

For more information, you may call Chip Kay at 563-7000, ext. 13595.

Child's Name:_____ School_____

Child's Name:_____ School_____

Child's Name:_____ School_____

Child's Name:_____ School_____

Return this form to: Columbus High School
Exhibit COUMBUS PUBLIC SCHOOLS
Approved: 7-20-15 Columbus, Nebraska

STUDENT FEES REGULATION

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

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

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

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations, which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the **2022-2023** school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

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

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

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

(2) Personal or consumable items & miscellaneous

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

(b) Courses

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

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

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

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

(v) Parking. Students may be subject to parking fines up to \$15.00 for parking violations specified in the student handbook. Student parking fines will not be allowed to accrue in excess of \$30.00m after which parking privileges will be restricted until which time the fine balance is paid. Students may be subject to payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities–Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which

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

(4) Extracurricular Activities–Fees for participation. Any fees for participation in extracurricular activities for the **2022-2023** school year are further specified in Appendix “1.” Admission fees are charged for extracurricular activities and events.

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

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

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

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

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

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

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

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

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

CERTIFICATION

On the 11th day of July, 2022, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the **2021-2022** school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

Legal References:

Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)

Neb. Constitution, Article VII, section 1.

Neb. Rev. Stat. §§79-241, 79-605, and 79-611 (transportation)

Neb. Rev. Stat. §79-2,104 (student files or records)

Neb. Rev. Stat. §79-715 (eye-protective devices)

Neb. Rev. Stat. §79-737 (liability of students for damages to school books)

Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)

Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Policy Adopted: 6/10/02

Policy Revised: 7/29/02

Policy Revised: 7/14/03

Policy Revised: 7/07/04

Policy Revised: 7/11/05

Regulation Adopted: 7/10/06

Regulation Revised: 7/9/07

Regulation Revised: 7/13/09

Regulation Revised: 7/12/10

Regulation Revised: 7/11/11

Regulation Revised: 7/16/12

Regulation Revised: 7/15/13

Regulation Revised: 7/21/14

COLUMBUS PUBLIC SCHOOLS

Columbus, Nebraska

Reviewed: 7/21/14

Reviewed: 7/20/15

Reviewed: 7/20/16

Reviewed: 7/17/17

Reviewed: 7/16/18

Reviewed: 7/15/19

Reviewed: 7/16/20

Reviewed: 7/12/21

Columbus High School

CPS Board of Education Meeting
July 10, 2023

CHS Schedule Adjustment

CHS 2022-23 Schedule

- 7-period day
- Homeroom after 2nd period (10:00-10:32)
- **3 Lunches (400+ in each lunch period)**

Why an adjustment is needed

- 400 students in each lunch period is pushing the limits of the lunch staff, seating capacity, and supervision

Proposed Changes

- 7-period day
- Homeroom moves opposite of the lunch periods
- ***4 Lunches (roughly 300 in each lunch period)***

2022-23 Schedule

REGULAR SCHEDULE	
Period 1	8:10 - 9:00
Period 2	9:04 - 9:56
Home Room	10:00 - 10:32
Period 3	10:36 - 11:26
Period 4	11:30 - 12:58
Lunch A	11:26 - 11:54
Lunch B	11:58 - 12:26
Lunch C	12:30 - 12:58
Lunch D	1:02 - 1:30
Period 5	1:02 - 1:52
Period 6	1:56 - 2:46
Period 7	2:50 - 3:40

WEDNESDAY SCHEDULE	
Period 1	8:10 - 8:57
Period 2	9:01 - 9:49
Period 3	9:53 - 10:39
Period 4	10:43 - 12:08
Lunch A	10:39 - 11:06
Lunch B	11:10 - 11:37
Lunch C	11:41 - 12:08
Lunch D	12:12 - 12:39
Period 5	12:12 - 12:57
Period 6	1:01 - 1:46
Period 7	1:50 - 2:35

2023-24 Schedule

Regular Bell Schedule			
Period 1		8:10 - 9:02	
Period 2		9:06 - 9:59	
Period 3		10:03 - 10:55	
Period 4 10:55 - 12:52			
<u>Seniors</u> Lunch A: 10:55-11:22 HR: 11:25-11:52 Period 4: 11:55-12:52	<u>Juniors</u> HR: 10:58-11:25 Lunch B: 11:25-11:52 Period 4: 11:55-12:52	<u>Sophomores</u> Period 4: 10:58-11:55 HR: 11:58-12:25 Lunch D: 12:25-12:52	<u>Freshmen</u> Period 4: 10:58-11:55 Lunch C: 11:55-12:22 HR: 12:25-12:52
Period 5		12:56 - 1:48	
Period 6		1:52 - 2:44	
Period 7		2:48 - 3:40	

Wednesday Bell Schedule			
Period 1		8:10 - 8:51	
Period 2		8:55 - 9:38	
Period 3		9:42 - 10:23	
Period 4 10:23 - 12:20			
<u>Seniors</u> Lunch A: 10:23-10:50 HR: 10:53-11:20 Period 4: 11:23-12:20	<u>Juniors</u> HR: 10:26-10:53 Lunch B: 10:53-11:20 Period 4: 11:23-12:20	<u>Sophomores</u> Period 4: 10:26-11:23 HR: 10:26-11:53 Lunch D: 11:53-12:20	<u>Freshmen</u> Period 4: 10:26-11:23 Lunch C: 11:23-11:50 HR: 11:53-12:20
Period 5		12:24 - 1:05	
Period 6		1:09 - 1:50	
Period 7		1:54 - 2:35	

CHS 101 Leadership Homeroom Pilot

CHS 101 is a group of selected students that help mentor 9th grade students during homeroom. For the last 13+ years, CHS 101 has met during homeroom to develop lessons as meet with 9th grade homerooms.

- Student mentors
- Transitioning from CMS to CHS
- Provide weekly lessons to 9th grade students in homeroom
- How to be a successful high school student

CHS 101 Leadership Homeroom Pilot

Reasons for the CHS 101 Adjustment

- *With the schedule change, there needs to be an alternative time for CHS 101 to meet because homerooms will be at different times.*
- This will allow CHS 101 students to meet during the school day - not outside of school hours/homeroom
- Students will meet during 4th period (counselors and administrators) to develop lessons and leadership skills (all CHS 101 members have met graduation requirements)
- Increase the mentoring/tutoring of 9th grade students
- Weekly lessons will be developed during this time
- Increase the consistency of lessons and tutoring opportunities for 9th grade students and increasing the opportunity for a successful 9th grade transition

CHS 101 Resources

- ***41 Leadership Tips for Teenagers*** - Luke Gilfillan
- ***Thinking for a Change*** - John Maxwell
- ***The 21 Irrefutable Laws of Leadership*** - John Maxwell
- ***Leadership [redefined]*** - Dave Weber

Columbus High School Student Handbook 2023-24



3434 Discoverer Drive | Columbus, Nebraska 68601 | Ph: 402.563.7050 | Fx: 402.563.7058

ColumbusPublicSchools.org

COLUMBUS HIGH SCHOOL

Office Hours: 7:30 a.m. to 4:30 p.m.

High School Office Auto-Attendant	.....	402-563-7050
High School Office Fax	.....	402-563-7058
Operator	.....	Press 0
Attendance	.....	Press 1
School Counseling & Career Center	.....	Press 2
Activities	.....	Press 3
Nurse	.....	Press 4
Food Service	.....	Press 5
If you know the extension ...	.....	Press 9
Administration Building	.....	402-563-7000
Director of Student Services	.....	402-563-7000
Superintendent of Schools	.....	402-563-7000

CHS Administration

Mr. David Hiebner		Principal
Ms. Molly Hornbeck		Assistant Principal
Ms. Angela Leifeld		Assistant Principal
Mr. Michael Ziola		Assistant Principal
Mr. Tim Kwapnioski		Activities Director

FREQUENTLY ASKED QUESTIONS:

1. For attendance, prearranged absences, tardy arrivals to school, etc.
-- Contact the Attendance Office 402-563-7050, Option 1
2. For transcripts, schedules, enrollment, address changes, good student auto discounts, or Social Security benefit verification
-- Contact the School Counseling & Career Center Office 402-563-7050, Option 2
3. For questions about the school lunch program or the Free/Reduced Lunch Program
-- Contact Food Service 402-563-7050, Option 5
4. For questions about sports, the activity program, or building rental
-- Contact the Activities Director 402-563-7050, Option 3
5. For questions regarding a student's grades

-- Contact the classroom teacher 402-563-7050, Option 0

6. For translation services or assistance:

-- Contact EL Program 402-563-7000 and select, Option 7

Your student handbook has been written to assist you in becoming a productive member of Columbus High School. In preparing for various roles at Columbus High School, you must be conscious of your rights and be committed to your duties. Protect these rights by being a responsible citizen in your school community.

Your teachers, counselors, and principals are available to assist you in understanding the important things written in this handbook. Ask them questions if you do not understand the meaning of anything in this handbook.

Disclaimer Notice

The CHS student handbook does not form a contract, and the school reserves the right to interpret and modify the rules listed within the book. Levels of consequences listed or identified in the handbook are consistent with typical school practices; however, the administration reserves the right to assign more serious consequences based upon the frequency and/or severity of the infraction.

Parent/Guardian Involvement and Participation

Columbus Public School's Policy 1005.02 R1 requires that a copy of the student handbook be given to each parent/guardian. This handbook has been prepared to explain and clarify the procedures, policies and regulations of Columbus High School. This student handbook complies with the law that was passed by the Nebraska Legislature, LB503 (1976), which requires every school district to summarize general rules and regulations regarding student conduct. This law further requires such rules and regulations to be available in writing to all students and their parents/guardians. The school district urges students and their parents/guardians to read this handbook carefully. Parents are invited to contact the school office during normal business hours to inquire about access to instructional materials and/or attend and monitor instructional activities. You are urged to contact any high school administrator if you have any questions regarding the contents of this student handbook.

School-Home Communications

Columbus Public Schools does send regular communication to parents regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls--whether live, automated, or prerecorded voice calls or text messages--made to cellular phones using an auto-dialer or other automated dialing technology are prohibited unless the calls are made for emergency purposes or with the prior express consent of the cellular phone subscriber.

In order to conform with new rules within the Federal Consumer Protection Act, Columbus High School will need to obtain the "prior express consent" of the parent to call the cellular phone number. The Federal Communications Commission has stated, "people who knowingly release their phone numbers have given permission to be called at the number which they have given, absent instructions to the contrary."

By signing the receipt of this handbook, you are granting Columbus Public Schools permission to call all cell phones registered in Synergy for school and student purposes.

COPPA Notification

As a district, Columbus Public Schools only authorizes the use of tools and applications that support the implementation of our curriculum and have been screened through a rigorous educational process.

*Our district utilizes several computer software applications and web-based services that are operated not by school but by third parties. A complete list of the programs with the privacy policy for each can be found on our district website:
<https://columbuspublicschools.org>.*

*In order for students to use these third-party educational programs and services, certain Board Policy approved directory information, which may consist of the student's name, username, District e-mail address, grade level, age, and/or date of birth, may be provided to the website operator strictly for educational purposes. Under the Children's Online Privacy Protection Act (COPPA), these websites must provide parental notification and obtain parental consent before collecting personal information from children under the age of 13. For more information on COPPA, please visit
<https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>*

School law permits schools such as ours to consent to the collection of directory information on behalf of all of its students strictly for educational purposes, thereby eliminating the need for individual parental consent given directly to the website

operator. Columbus Public Schools use integrated technology as part of your child's education; the need for such information and permission is necessary to utilize software and web-based services as part of the classroom instruction.

By signing the receipt of this handbook, you are granting Columbus Public Schools permission to provide your child's directory information consisting of first name, last name, an email address, and username.

Notification of Nondiscrimination

Applicants for admission and employment, students, parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all professional organizations holding collective bargaining or professional agreements with Columbus Public School District #1 are hereby notified that this institution does not discriminate on the basis of race, color, national origin, sex, age, or handicap in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the Columbus Public School District #1's compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact the Superintendent of Schools, Columbus Public Schools, 2508 27th Street, Columbus, NE 68601, telephone number 402/563-7000. The Superintendent has been designated by Columbus Public School District #1's Board of Education to coordinate the institution's efforts to comply with the regulations implementing Title VI, Title IX, or Section 504. Any person may also contact the Assistant Secretary for Civil Rights, US Department of Education, regarding the institution's compliance with the regulations implementing Title VI, Title IX, or Section 504.

Notification of Sexual Discrimination

It is the policy of the Columbus Public School District to comply in spirit as well as in fact to the regulations implementing Title IX of the Education Amendments of 1972. Title IX of the Education Amendments of 1972 prohibits sex discrimination in federally assisted education programs. Specifically, Title IX states: "No person in the United States shall, on the basis of sex, be subjected to discrimination under any education program or activity receiving federal financial assistance..." Any student who has a grievance should complete a grievance form and forward it to the Superintendent. Forms are available in all school offices.

Notification of American Disabilities Act

If you have any special needs requests that will assist you in participating in programs, services, or activities of the Columbus Public Schools, please contact the Superintendent of Schools.

Title IX

In reference to CPS Board Policy 103.00 and Title IX (20 U.S.C. 1681) and 34 C.F.R. part 106, 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. If a formal complaint is deemed necessary, the complainant may be filed with the Title IX Coordinator or the Assistant Secretary for Civil Rights of the United States Department of Education in person, by mail, or by electronic mail by using the contact information listed on the CPS district website. The District will follow the strict procedures and guidelines outlined for the formal complaint, response to sexual harassment, and grievance process found in CPS Board Policy 103.00.

Mission Statement of Columbus Public Schools

"Engaging All Learners to Achieve Success"

Vision of the Columbus Public Schools

We will continuously and passionately strive to be a high performing learning community that will effectively meet the unique learning needs of each and every student:

To attain this vision, we are:

- committed to a clear and shared focus on student learning.
- committed to a safe and supportive environment for learning and teaching.
- committed to high levels of communication, trust, support and accountability with all stakeholders.

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CHS Bell Schedules

CHS Regular Weekday Bell Schedules

Regular Schedule

Period 1	8:10 – 9:00
Period 2	9:04 – 9:56
Homeroom	10:00 – 10:32
Period 3	10:36 – 11:26
Period 4	11:30 – 12:58
~~Lunch A~~	11:26 – 11:54
~~Lunch B~~	11:58 – 12:26
~~Lunch C~~	12:30 – 12:58
~~Lunch D~~	1:02 – 1:30
Period 5	1:02 – 1:52
Period 6	1:56 – 2:46
Period 7	2:50 – 3:40

Wednesday Schedule

Period 1	8:10 – 8:57
Period 2	9:01 – 9:49
Period 3	9:53 – 10:39
Period 4	10:43 – 12:08
~~Lunch A~~	10:39 – 11:06
~~Lunch B~~	11:10 – 11:37
~~Lunch C~~	11:41 – 12:08
~~Lunch D~~	12:12 – 12:39
Period 5	12:12 – 12:57
Period 6	1:01 – 1:46
Period 7	1:50 – 2:35

10:00 Late Start

Period 1	10:00 – 10:38
Period 2	10:42 – 11:22
Period 3	11:26 – 12:04
Period 4	12:08 – 1:34
~~Lunch A~~	12:04 – 12:32
~~Lunch B~~	12:35 – 1:03
~~Lunch C~~	1:06 – 1:34
~~Lunch D~~	1:38 – 2:06
Period 5	1:38 – 2:16
Period 6	2:20 – 2:58
Period 7	3:02 – 3:40

Noon Dismissal

Period 1	8:10 – 8:39
Period 2	8:43 – 9:14
Period 3	9:18 – 9:47
Period 4	9:51 – 10:20
Period 5	10:24 – 10:53
Period 6	10:57 – 11:26
Period 7	11:30 – 12:00

CHS Bell Schedules

Regular Bell Schedule			
Period 1		8:10 - 9:02	
Period 2		9:06 - 9:59	
Period 3		10:03 - 10:55	
Period 4 10:55 - 12:52			
<u>Seniors</u> Lunch A: 10:55-11:22 HR: 11:25-11:52 Period 4: 11:55-12:52	<u>Juniors</u> HR: 10:58-11:25 Lunch B: 11:25-11:52 Period 4: 11:55-12:52	<u>Sophomores</u> Period 4: 10:58-11:55 HR: 11:58-12:25 Lunch D: 12:25-12:52	<u>Freshmen</u> Period 4: 10:58-11:55 Lunch C: 11:55-12:22 HR: 12:25-12:52
Period 5		12:56 - 1:48	
Period 6		1:52 - 2:44	
Period 7		2:48 - 3:40	

Wednesday Bell Schedule			
Period 1		8:10 - 8:51	
Period 2		8:55 - 9:38	
Period 3		9:42 - 10:23	
Period 4 10:23 - 12:20			
<u>Seniors</u> Lunch A: 10:23-10:50 HR: 10:53-11:20 Period 4: 11:23-12:20	<u>Juniors</u> HR: 10:26-10:53 Lunch B: 10:53-11:20 Period 4: 11:23-12:20	<u>Sophomores</u> Period 4: 10:26-11:23 HR: 10:26-11:53 Lunch D: 11:53-12:20	<u>Freshmen</u> Period 4: 10:26-11:23 Lunch C: 11:23-11:50 HR: 11:53-12:20
Period 5		12:24 - 1:05	
Period 6		1:09 - 1:50	
Period 7		1:54 - 2:35	

Pep Rally Bell Schedule			
Period 1		8:10 - 8:56	
Period 2		9:00 - 9:46	
Pep Rally		9:50 -10:19	
Period 3		10:23 - 11:09	
Period 4 11:09 - 1:10			
Seniors Lunch A: 11:09-11:37 HR: 11:40-12:10 Period 4: 12:13-1:10	Juniors HR: 11:13-11:40 Lunch B: 11:43-12:10 Period 4: 12:13-1:10	Sophomores Period 4: 11:13-12:10 HR: 12:13-12:40 Lunch D: 12:40-1:10	Freshmen Period 4: 11:13-12:10 Lunch C: 12:10-12:37 HR: 12:40-1:10
Period 5		1:14-2:00	
Period 6		2:04-2:50	
Period 7		2:54-3:40	

10:00 Late Start			
Period 1		10:00 - 10:34	
Period 2		10:38 - 11:12	
Period 4 11:12 - 1:09			
<u>Seniors</u> Lunch A: 11:12-11:39 HR: 11:42-12:09 Period 4: 12:12-1:09	<u>Juniors</u> HR: 11:15-11:42 Lunch B: 11:42-12:09 Period 4: 12:12-1:09	<u>Sophomores</u> Period 4: 11:15-12:12 HR: 12:15-12:42 Lunch D: 12:42-1:09	<u>Freshmen</u> Period 4: 11:15-12:12 Lunch C: 12:12-12:39 HR: 12:42-1:09
Period 3		1:13 - 1:47	
Period 5		1:51 - 2:25	
Period 6		2:29 - 3:03	
Period 7		3:07 - 3:40	

Noon Dismissal	
Period 1	8:10 - 8:39
Period 2	8:43 - 9:14
Period 3	9:18 - 9:51
Period 4	9:54 - 10:20
Period 5	10:24-10:53
Period 6	10:57 - 11:26
Period 7	11:30 - 12:00

2023-24 Columbus High School Faculty

Advantage Program		JAG		Skilled & Technical Sciences
Ms. Kimberly Ek		Ms. Erica Gable		Mr. Marcus Gillespie
Ms. Jill Sorsen				Mr. Ron Haefner
		LMHP		Mr. Joe Krysl
Art		Ms. Jessie Hill		Mr. Ben Loeffelholz
Ms. Cynthia Campbell				Mr. Levi Nielsen
Ms. Jaime Stodola		Mathematics		Mr. Adam Whitmore
		Mr. Scott Bethune		
Business Education		Mr. James Johnson		Social Studies
Mr. Dylan Loewe		Mr. Jayson Klaumann		Mr. Nathan Coan
Mr. A.J. Rose		Mr. John Klemmensen		Mr. Collin Fowler
Ms. Abby Sayers		Ms. Abby Pelc		Mr. Brett Novak
Mr. Nathan Sliva		Ms. Kortney Riedmiller		Ms. Anne Robertson
Ms. Kari Tunink		Mr. Chris Sander		Mr. Jonathan Shea
		Ms. Kelli Soltys		Mr. Kyle Torsien
District Career Coordinator		Mr. Levi Vanden Bos		Mr. Zack Wayman
Ms. Allie Bastian		Mr. Cole Wemhoff		Mr. Wyatt Winchell
Family & Consumer Sciences		Music		Social Worker
Ms. Amanda Jaixen		Mr. Jeff Peabody		Ms. Jill Spale
Ms. Jaclyn Long		Mr. Jacob Ritter		
				Special Education
English		Health & Physical Education		Ms. Kristin Biggs
Mr. Marc Baue		Ms. Heidi Field		Mr. Derek Dishman
Ms. Cathy Kwapnioski		Mr. Adam Keiswetter		Mr. Ryan Goetsch
Ms. Amber May		Ms. Jeri Otten		Ms. Brenda Huey
Ms. Shannon McDonald		Mr. Bret Thompson		Ms. Kate Juranek
Ms. Kaitlynn Meyer		Mr. Craig Williams		Ms. Jennifer Kallweit
Ms. Chelsea Parker				Ms. Kim Leibhart

Ms. Lydia Quiring		School Counseling		Ms. Kristi Nelson
Ms. Danielle Tilley		Ms. Val Brown		
Ms. Jessie Wemhoff		Ms. Kim Loeffelholz		Speech Pathologist
		Ms. Guadalupe Marino		Ms. Judy Deepe
		Ms. Bethany Seehusen		Ms. Mary Czarnick SLP-A
ELL				
Ms. Earley		Science		
Ms. Rebecca Lenser		Mr. Kyle Anderson		World Languages
Ms. Laura Sprunk		Mr. Matt Bills		Ms. Blanca Alarcon
Ms. Jennifer Young		Mr. Keegan McGill		Ms. Lorena Miya
		Ms. Avery McKennan		Ms. Trinia Perigo
Health Services		Mr. Dane Pedersen		Ms. Liliana Velasco
Ms. Laurie Swanson		Ms. Kelsey Plance		
		Ms. Kelli Schoch		
Instructional Media		Mr. Ryan Schroeder		
Ms. Valarie Wallin		Mr. Brian Townsend		

SECTION I

STUDENT RIGHTS AND RESPONSIBILITIES – UNDER NE STATUTES

I-A Responsibilities and Right to an Education

A student's right to an education in Nebraska is granted because of provisions in the state's constitution. There are two very important things a student must faithfully do to protect this constitutional right: attend school regularly and participate in the learning process

There are many other things responsible students do while they are students, but nothing is more important than doing the schoolwork assigned by their teachers and being in school regularly.

The policy of the Columbus Public Schools regarding the right to an education states: The State of Nebraska, as provided for in Article VII, section I, of the Nebraska Constitution, "established public schools to provide a free appropriate public education (FAPE) for students between the ages of five and twenty-one." All residents of the Columbus Public Schools from five through twenty-one are entitled to attend public school without tuition. All students are entitled to equal opportunities. Along with one's rights to equality of educational opportunity, each student has a commensurate responsibility to act in such a way as not to interfere with the rights of others to the same opportunity.

Essential to the fostering and maintaining of educational opportunity is reasonable and necessary order in the schools. A student may forfeit his/her right to educational opportunities when his/her conduct is such that it substantially disrupts the educational process and deprives others of their rights. The most important thing a student must do to protect his/her right to an education are stated as responsibilities. They are as follows:

I-B Attendance Responsibility

All students enrolled in any of the Columbus Public Schools, regardless of how old they are, must attend school regularly and be in all the classes to which they are assigned, unless properly excused by an official of the school. Only authorized officials can excuse a student from school. It is the responsibility of the student and his/her parents(s)/guardian(s) to inform the school of the reason for any absence and to comply with the specified attendance procedure of the particular school in which the student is enrolled. Any student who fails to attend school regularly and/or be in his/her classes on time shall be disciplined. Parents/Guardians of students under eighteen years of age may be held legally negligent if their son/daughter fails to meet this attendance responsibility, according to Nebraska Statute §79-201-211.

According to Columbus School Board Policy 503 and Nebraska Statute §79-209, the school has the right to compel student attendance. If any student has accumulated a total of five unapproved absences per quarter, or a percentage equivalency of five absences, the school shall render all services in its power to compel the student's attendance. If a student is absent more than 20 days per year, or the percentage equivalency, the attendance officer shall file a report with the County Attorney of the county in which the person resides. See **IV – Student Attendance Expectations**

I-C Academic Responsibility

Students are obligated to complete all schoolwork assigned to them by their teachers. Students are also responsible for bringing materials such as pencil, paper, electronic devices and textbooks, to class regularly. Any students who fail to show a sincere and regular effort to complete their assigned work may be disciplined for being academically irresponsible.

I-D Health Examination and Immunizations

State law requires that each student entering school must be protected against measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, and tetanus by immunization. This law further requires that prior to the entrance of a student into the beginner grade and seventh grade, or in the case of a transfer student from an out-of-state school to any other grade, he/she should be examined by a qualified physician. Any student who fails to comply with these health responsibilities shall be excluded from school until such time as he/she is in compliance with these responsibilities. For the current school year, a student must have the following immunizations: three doses of DPT vaccine, three doses of polio vaccine, two doses of the MMR vaccine, and three doses of Hepatitis B vaccine (for students entering for the first time or grades K/1st).

I-E Student Records

CPS Board Policy 507.01 and its accompanying rules govern the maintenance of student records. These records are maintained to assist the instructional, guidance, and educational progress of the student and for legitimate research to better the educational programs of the school district.

The means and methods specified by Policy 507.01 to collect and maintain these important records comply with regulations promulgated in PL 93-380, the Family Educational Rights and Privacy Act of 1974, and various Nebraska Revised Statutes and rules of the State Board of Education. Board Policy 507.01 assures the confidentiality of student records. Under this policy, students, former students, and parents/legal guardians are assured access to student records; the right to challenge information contained in the student record believed to be "inaccurate, misleading or otherwise inappropriate" and the right to a hearing should a conflict result. The student record for each student may include, but is not limited to, such information as identifying information, attendance records, grade levels completed, aptitude test scores

and records of achievement, health records, and family background data. Parents, legal guardians, or eligible students may request to review a student's student record. The only other persons who have access to the information in the student record are school personnel who have a legitimate educational interest, persons complying with a judicial order, and persons representing federal, state, or accrediting agencies. Parents, legal guardians, or eligible students may request in writing that information contained in a student's student record be released for their purposes. They may also request copies of information classified as a subsidiary student record prior to its required destruction within three years after the student leaves school.

Schools may make public certain non-confidential "directory information" in association with recognition for such things as academic excellence, extracurricular honors and awards, or participation in officially recognized school-sponsored activities. "Directory information" may include such things as name, address, telephone number, date and place of birth, dates of school attendance, and specific information relating to recognition (such as weight, height of athletic team members). Any parent, legal guardian, or student of legal age who does not wish the school to release such "directory information" must notify by September 15 the principal of the school the student presently attends. Student records other than directory information will only be released upon receipt of a written parental permission for students younger than eighteen years of age. Records of students eighteen years and older will be released only with the student's own written permission. Release forms are available in the Counseling Office.

These statements on student records have been presented in this handbook to emphasize that information about students is kept confidential and to encourage the free flow of information between parent(s)/guardian(s), student, and school.

Students and parent(s)/guardian(s) who have any additional concerns regarding their rights under Policy 507.01 and various federal and state laws are encouraged to contact the building principal of their school. A copy of Policy 507.01 and its accompanying rules may be obtained for the cost of reproduction from the Office of the Superintendent of Schools. Students and parent(s)/guardian(s) may file with the Department of Health, Education and Welfare complaints concerning alleged failures of the school district to comply with federal legislation dealing with student records.

I-F Responsibility and Right to Freedom of Assembly

The Board of Education of the Columbus Public Schools recognizes that Freedom of Assembly is a right protected by the First Amendment of the Constitution of the United States. The exercise of this right must be conducted in a responsible manner so as not to interfere with the educational activities of the school district. [CPS Board Policy 504.07 and 506.02R1]

I-G Search and Seizure

Students possess the right of privacy of person as well as freedom from unreasonable search and seizure of property guaranteed by the Fourth Amendment of the Constitution. This individual right, however, is balanced by the school's responsibility to protect the health, safety, and welfare of all its students. According to School Policy 504.08, school employees may conduct searches when they have reason to suspect that the health, safety, and welfare of students may be in danger. Any school employee making a search or a seizure will follow these guidelines:

- 1) General searches on school property (including personal items such as lockers, cars, book bags, purses, coats, etc. found on school property) will be conducted at any time when there is reasonable cause for school ~~employees~~ **authorities** to believe that something that violates a law or school rule is on school property. This search of school property may be made without the student being present.
- 2) Illegal items (firearms, weapons, drugs) or other possessions reasonably determined to be a threat to the safety or security of others or which might possibly interfere with school purposes will be seized by school employees.
- 3) Items which are used to disrupt or interfere with the educational process may be temporarily removed from a student's person.
- 4) A student's person may be searched by school employees when there is reasonable cause to believe that the student has on his/her person illegal items or other items that may interfere with school purposes.

Lockers and desks are the property of the school district and are made available to students for their convenience. Lockers are randomly searched. Each student is responsible for the content or security of his/her locker. Each student is assigned a locker with an individualized lock combination. Students are advised not to disclose the combination to other students. The student solely assigned to the locker is responsible for the locker and will be held accountable for all items in the assigned locker. The school assumes no responsibility for items placed in a shared locker or shared combination. For the security of our students, staff and school grounds, Columbus High School is equipped with security cameras.

Columbus High School has a responsibility for providing a secure educational environment for students and staff. In cooperation with local law enforcement agencies, we work together to maintain a safe and drug-free environment, which includes using appropriate and necessary means to search lockers and the grounds for illegal substances. Canine drug units will be used to search the building and grounds at Columbus High School (Policy 504.15). The canine drug units are trained and handled by law enforcement officers. Such searches will be unannounced during the school day and will last approximately 50 minutes as a deterrent for bringing illegal substances to school. Established procedures will be implemented to facilitate the search and to ensure students and staff are out of the ~~hallway and into their classrooms~~ **vicinity of the canine units.**

I-H Responsibility and Right of Freedom of Expression

The right to freely express oneself is justifiably tempered with responsibilities to ensure that the expression made does not interfere with the rights of others. The official school policy and the responsibilities students have when expressing themselves are contained in this handbook to promote reasonable communication. This reflects one of the purposes of the Columbus Public Schools. [CPS Board Policy 504.07] That purpose is to encourage the use of good language skills while providing educational experiences for students. The official school policy in regard to Freedom of Expression states: "The Board of Education of the Columbus Public Schools recognizes the First Amendment of the Constitution of the United States of America as being an essential part of the learning process. The Board of Education further recognizes that students need guidance in exercising the right of Freedom of Expression so that they do not interfere with the rights of others." The following statements are made to guide students in exercising their constitutional right of Freedom of Expression.

I-I Oral Expression

Schools must encourage inquiry and expression of ideas. Such expression should include the personal opinion of students relevant to the subject matter being taught, to school activities and policies, to school administration, and to matters of broad social concern and interest. In so expressing themselves, students have the responsibility to refrain from the use of slanderous remarks, obscene language, and language derogatory of race, creed, sexual orientation, national origin, or handicapping condition and to conduct themselves in such a way as to allow all persons the opportunity to express themselves freely if they so desire. [CPS Board Policy 504.07]

I-J Symbolic Expression and Related Activities

Symbolic expression is defined as that type of expression, exclusive of verbal and written expression, which conveys the personal ideas, feelings, attitudes, and opinions of an individual. Length of hair, choice of clothing, buttons, badges, armbands, and physical gestures are some examples of symbolic expression. Each student has the right to express himself/herself by way of symbols subject only to the restrictions that such expression does not result in overt exhibitionism or disruption of the educational process or be obscene, disrespectful, or obviously annoying to others. [CPS Board Policy 504.07]

I-K Rights of Handicapped Students

It is the policy of the Columbus Public Schools to not discriminate against any student who is a resident of the district on the basis of handicap in admission or access to its programs and activities. Any student who may believe the school district is not complying with Section 504 of the Rehabilitation Act of 1973 should inform the Superintendent of Schools of his/her complaint.

I-L Pregnant or Parenting Students

The district recognizes that pregnant or 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. The district will educate pregnant or parenting students and will provide reasonable accommodations to support and encourage all pregnant or parenting students to obtain their high school diploma. No student will be excluded from, denied the benefits of, or be discriminated against under any educational program or activity because of pregnancy or parenting responsibilities. [CPS Board Policy 503.07]

SECTION II

DISCIPLINE – UNDER NE STATUTES or CHS POLICY

II-A Disciplinary Actions That a Teacher and/or Administrator Can Administer:

- **Guidance:** a conversation between the student and school personnel. The purpose of this form of counseling is not to lecture the student but to inform him/her that his/her behavior needs to change so that he/she does not violate the rights of others or to help the student improve his/her learning capabilities.
- **Conference:** a meeting of the student's parent(s)/guardian(s) and school personnel to discuss the student's behavior or learning process. The school intends to seek the assistance of the student's parent(s)/guardian(s) in helping the student to become a better student.
- **Detention:** requiring that a student remain after or arrive before school for a period of time. It is intended that students serving detention will be doing school-related work assigned by and monitored by the classroom teacher for class-related issues.
- **School Clean Up:** requiring a student to clean up certain items of the school that the student failed to care for properly. The student may be required to clean more than just the item(s) damaged by him/her to encourage the student not to damage school property or litter in the future.
- **Use of Force:** Teachers, administrators and other school personnel may use force to protect a student from inflicting physical harm on themselves, other students, or staff members.

II-B Disciplinary Actions That Only Administrators May Assign:

- **Rearrangement of Schedule:** assigning a student to a new schedule of classes and/or in-school suspension when the behavior of the student is such that the student cannot conduct himself/herself in an acceptable manner.
- **Suspension from attending or participating in activities:** action taken by the principal and/or assistant principal(s) as a consequence of his/her behavioral problems and/or actions. Such action will be stipulated by school administration. The length of the suspension will be determined by the frequency and/or severity of the behavior.
- **Loss of Good Standing (Social Probation):** If a student misses an excessive number of days, is carrying over three or more hours of disciplinary time, or is placed in an alternative education placement due to disciplinary purposes, that student is automatically considered to have lost "Good Standing." Students that are not in good standing are considered to be on social probation and therefore may not attend CHS social functions such as dances. Students who have lost their good standing status may earn it back by correcting the problem that led to the loss of good standing (improving attendance or serving After School Detention ASD minutes). *Loss of good standing also means the student will be indicated as "Not in Good Standing" on any dance guest form the student may present to an administrator until such time as the matter is resolved and good standing is restored.*
- **Requirement that a student receive counseling/educational evaluation:** an action that may require a student to visit a guidance counselor, medical counselor, or psychological counselor to assist the student in resolving his/her problem **at parental expense.**
- **In-School Suspension (ISS):** Students are placed in the suspension room rather than their regularly scheduled class(es). Students are supervised and expected to carry on their studies as well as abide by the rules set down for ISS. Assigning students to ISS is at the discretion of the administration. Students who experience a high frequency of in-school suspensions can be suspended out of school at the discretion of the administration up to and including a period of 5-days.
- **After School Detention (ASD):** Takes place on Tuesday, Wednesday and Thursday afternoons after school. Students are placed in up to a 2-hour detention/academic study period. The purpose is to enable students to fulfill disciplinary and academic obligations. Sessions are held on all available Tuesday and Thursday afternoons from 3:45 to 5:45 pm on Wednesday *early release days* from 2:30 to 4:00 pm in the counseling classroom. The only students who will be permitted to leave early will be those owing less than three hours of time. See also "II-C After School Detention" for further information.
- **Suspensions and Emergency Exclusion:** Students may be suspended from classes or school in accordance with CPS Board Policy 505.02. Short and long term are defined as:
 - (a) Short term: exclusion of a student from attendance to school for a period not to exceed five school days.
 - (b) Long term: exclusion of a student from attendance to school for a period exceeding five school days but less than twenty school days.

Students will be suspended for reasons such as, but limited to, if a student:

1. uses violence, force, threat or intimidation in a manner causing substantial interference with school purposes; or
2. causes or attempts to cause substantial damage to school or private property or steals or attempts to steal school or private property of substantial value or repeated damage or theft involving

- property; or
- 3. causes or attempts to cause physical injury to another person except in self-defense; or threatens or intimidates any student for the purpose or intent of obtaining something of value from the student; or
- 4. possesses or transmits any firearm, knife, explosive or other dangerous object that is ordinarily considered a weapon; or
- 5. engages 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 or being under the influence of a controlled substance or alcoholic liquor; or
- 6. commits public indecency as defined in Nebraska statute 28-806 if that student is at least twelve years of age but less than nineteen years of age; or
- 7. commits or attempts to commit sexual assault of any degree, that occurs on or off school grounds, function, activity, or event, (79-267.9) against any person. Which may include if a complaint has been filed by a prosecutor alleging the incident as required in Nebraska statute 79-267.8; or
- 8. engages in any other illegal activity which constitutes a danger to other students or interferes with school purposes; or engages in bullying as defined in section 79-2,137; or
- 9. repeatedly violates the policies, rules and standards of student conduct established by the district
- **Expulsion:** exclusion from school attendance in accordance with Neb. Rev. Stat. § 79-283.
- **Exclusion:** immediate withdrawal of a student from school for
 - (a) presenting 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.
 - (b) a dangerous communicable disease as cited in Neb. Rev. Stat. § 79-4,177.
 - (c) any student who is suspended pursuant to this section may be given an opportunity to complete any classwork, including, but not limited to, examinations, missed during the period of suspension. Students will be given classwork by either paper or digital format.
- **Mandatory Reassignment:** Students may be reassigned to an alternative educational setting to complete instructional units.
- **Legal Action in a Court of Law:** Any disciplinary action taken against a student will comply with existing state laws and CPS Board policies and shall afford the student due process. [CPS Board Policy 504.01]

II-C After School Detention

Students assigned to serve After School Detention receive time assignments from a grade-level administrator as consequence for misconduct in the building. Students may receive time assignments in as small as 30-minute increments or as large as three-hour time blocks, depending upon the offense. Students will be assigned to attend the next available ASD session to serve earned minutes in a timely fashion. However, up to 180 minutes (3 hours) owed, mandatory attendance at the next session is NOT REQUIRED, simply encouraged. The students are allowed to manage their own minute totals up to 180 minutes.

All students owing more than 180 minutes (3 hours) are REQUIRED to attend the next available After School Detention session. If the student is unable to attend the next ASD session, it is the student's responsibility to make arrangements with the appropriate grade-level administrator PRIOR to the required After School Detention session. Failure to do so will result in further consequences being imposed by the administrator. **Students owing over three hours of After School Detention minutes are no longer considered to be in good standing.** The loss of good standing status means the student may incur some or all of the following consequences:

- loss of privileges in the building (hallway passes, right to carry cell phone, etc.)
- reduced playing time / activity involvement
- social probation – loss of ability to attend dances/socials such as Homecoming, Winter Formal and Prom

Students should seek a meeting with their grade-level administrator if they are concerned about losing good standing status.

Students who demonstrate an unwillingness to work towards decreasing their time-owed figures and return to good standing status risk more significant building consequences including, but not limited to, restriction of privileges, suspension, or mandatory reassignment to an alternative educational environment.

All Tuesday/Thursday After School Detention Sessions will begin PROMPTLY at 3:45 pm and end at 5:45 pm.

All Wednesday After School Detention Sessions will begin PROMPTLY at 2:45 pm and end at 4:00 pm.

Students are to arrive on time and to be prepared to complete schoolwork or read silently. Playing on one's phone or computer is not an appropriate use of After-School Detention time, and any student who does not appear to be busy will be asked to leave.

It is the RESPONSIBILITY OF THE STUDENT to make up time or make alternative arrangements with individual staff members (to be pre-approved by administration) to make up time owed. Remember these criteria:

- Time owed for TARDINESS TO PERIODS 2-7 should be served with your teachers at the teacher's convenience.
- Time owed for TARDINESS in PERIOD 1 must be served in After School Detention (ASD) the day of the infraction or the very next day.
- Time owed for DISCIPLINE matters must be served in After School Detention.

Students who owe over 180 minutes *will be expected to serve a minimum of two hours of the time via the next two appropriate After School Detention sessions.*

Students will NOT be permitted to accumulate more than 400 minutes without more significant discipline consequences being assigned INCLUDING a meeting with parents and administration.

Bonus minutes are assigned at the discretion of the grade-level administrator.

II-D Right to Due Process

CPS Board Policy 504.01 states: "The Board of Education of the Columbus Public Schools views the establishment of rules and responsibilities governing student behavior as a necessary element of the educational process. The rules and responsibilities governing student behavior established pursuant to this policy and other CPS Board Policies affecting student personnel shall be approved by the District's established procedure prior to their use. All rules and responsibilities established by the School District and any other rules established by individual buildings governing student behavior at school shall be publicized.

The Board recognizes that each classroom teacher needs to establish certain rules governing the educational process of which they are in charge. Any rules established by individual teachers are to be reflective of school policies and rules. Such rules are exempt from Board approval and need only to be made known in each individual class of which they are in charge. Any behavior on the part of the student that violates school policies, rules, or regulations may be subject to disciplinary action. Any disciplinary action shall be administered within the fundamental framework of due process."

Short-Term Suspension (1-5 days): The essential ingredients of due process afforded the student in a short-term suspension (1-5 days) and set forth in CPS Board Policy 505.02 are as follows:

- 1) an opportunity for the student's explanation of the incident(s), issue(s), and or/ event(s)
- 2) notice of the charge against the student
- 3) an explanation of the charge against him/her and communication to the parent/guardian with the explanation
- 4) written notification within 24 hours, or such additional time as is reasonably necessary, to the parents or guardians of the student stating: a) the reason(s) for the short-term suspension and b) dates of the short-term suspension
- 5) the student will be given the opportunity to make up schoolwork during the time of suspension
- 6) a reasonable effort should be made to hold a conference with the parent/guardian at the time of the suspension and prior to the return of the educational placement

The decision of the administrator shall be final.

Long-Term Suspension (6-19 days): (This procedure covers Long-Term Suspensions, Expulsion, and Exclusion.) The essential ingredients of due process afforded the student in Long-Term Suspension, Expulsion, and Exclusion are covered in detail in School Policy 505.02 are as follows with written notification to parent(s) or guardian(s) indicating the following:

- 1) an opportunity for the student's explanation of the incident(s), issue(s), and or/ event(s).
- 2) the rule(s) or standard(s) of conduct allegedly violated.
- 3) the penalty recommended by the school official in charge and notification to the parent/guardian of the situation.
- 4) a statement indicating the student has the right to a hearing on the specified charges upon request
- 5) a description of the hearing process and appeal hearing.
- 6) a form for parents/guardians to request a hearing; the form must be signed and returned to the Superintendent of Schools.
- 7) the student will be given the opportunity to make up schoolwork during the time of suspension.

- 8) a conference should be held with the parent/guardian at the time of the suspension and prior to the return of the educational placement.

Nothing in the above procedure precludes the student, student's parent(s)/guardian(s), or representatives from discussing and settling the matter with the appropriate school personnel prior to the hearing. In the event the school does not receive a request for a hearing within five school days following the receipt of the written notice, the punishment shall go into effect. A hearing can still be requested prior to thirty calendar days after the actual receipt of written notice; however, the punishment imposed may continue in effect, pending final determination. The appeal procedure shall be as set forth in School Policy 505.02.

SECTION III SCHOOL RULES AND EXPECTATIONS

The following rules have been established under the direction of the Board of Education discipline policies, the Student Discipline Act, and Neb. Rev. Stat. § 79-267 for use on school grounds, in a vehicle owned, leased or contracted by a school being used for a school purpose, and at all school-sponsored activities or events. Compliance with the following standards of conduct is mandatory. A referral is defined as a summons or directive to the office due to an administrative rule violation, usually resulting in disciplinary action by an administrator. Repeated instances of receiving office referral may result in ISS, OSS, and/or alternative placement.

All students are expected to acquire the knowledge and skills necessary to perform civic, academic, and behavioral expectations with proficiency. The following sections outline performance expectations and correction measures. Sections III and IV, referred to as Administrative Discipline, relate to student civic and attendance expectations. Section V, referred to as Classroom Discipline, relates to student academic and behavior expectations.

Administrative Discipline – Civic Expectations

All students are expected to perform according to civic expectations. These expectations were established as an instructional tool so students function effectively within the school community.

Civic Expectation #1 - Contribute constructively to community

- Wear clothing that does not offend or disrupt others in the school community at school or school sponsored events.
- Act in a manner that does not offend or disrupt others in the school community.
- Refrain from possessing or using objects that may be disruptive or offensive to the school community.
- Touch and speak in ways that protect the integrity of others.
- Complete your own work and accept responsibility for that work.
- Report accurate and truthful information to members of the school community.

Supporting Guidelines

III-A Dress Code for Students

Columbus Public Schools believe that teaching principles of appropriate dress and appearance, good grooming, and cleanliness are a desirable component of the educational process. We are sensitive to the rapid changes in dress and grooming; however, we cannot accept those changes that depart from the standards of neat and appropriate appearance, good taste, modesty, and decency. Our school administration must weigh community standards along with individual rights. As a general rule, appearance that detracts from the learning environment cannot be permitted. It is our sincerest hope that students of Columbus High School will take pride in their appearance and their school.

Students who dress inappropriately will be given alternative attire (school T-shirt/shorts). Instructional time missed for clothing related issues (minimum of one half hour) will be made up in After School Detention.

The following general statements apply to all students during the instructional day:

- 1) Any article of clothing or other item brought to school by a student should not contain any printed wording or pictures that:
 - a) includes profanity, vulgarity, or is found to be sexually explicit, indecent or lewd, or makes sexual innuendo (sexually suggestive)
 - b) advertises the use or sale of tobacco or controlled substances in any manner
 - c) promotes a business establishment whose primary business is drug paraphernalia or alcohol related
 - d) would be found to be offensive to another ethnic background
 - e) indicates any form of gang affiliation
 - f) espouses questionable meaning or insinuates educationally inappropriate activities.
- 2) ~~Clothing which is too tight or too short, has holes in the hip, thigh, genital or upper chest areas, or unnecessarily exposes or draws attention to one of these areas is considered disruptive to the learning environment and is therefore inappropriate school attire.~~
 - a) ~~Clothing considered proper attire is a garment worn in a manner in which it was designed. Rolled waistbands or sagging waistlines, a full-length shirt with appropriate sleeves, skirts or shorts with a minimum of a 3-inch inseam, covered shoulders, no tank tops, bare midriffs, low cut shirts, bare backs and/or exposed undergarments will not be tolerated. Two-piece outfits must touch at the waist. Sleeveless shirts are permitted only if intact as originally manufactured. Students are not allowed to wear clothing/jewelry that would encourage horseplay or pose a risk to self or other students (i.e. spiked apparel and chains).~~
 - b) ~~All pants must be secured at the waistline, at or above the hips even if a long shirt accompanies the pants or~~

~~shorts are worn under the pants.~~

- 2) Students are expected to dress in a manner that is compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.
 - a) Students should not wear clothing that exposes parts of the body that would not be considered appropriate in a school setting.
 - b) Students are not allowed to wear clothing/jewelry that would encourage horseplay or pose a risk to self or other students (i.e. spiked apparel and chains).
- 3) Appropriate dress for some social situations out of school is not necessarily appropriate for school. The type of clothing worn by a student must not be injurious to self or jeopardize his/her safety or the safety of others (e.g., open-toed shoes, baggy or loose clothing in a STEM class, or dangling chains from clothing or wallets). (ex: STEM/FCS classes: no open-toed shoes, loose clothing, or dangling chains/jewelry).
- 4) Shoes and shirts are essential for proper *inside-the-building* attire. Hats, sweat bands, stocking hats, bandanas, gloves, hoods, and sunglasses will not be considered proper building attire because they can be considered disruptive to the educational environment. Hats may be worn to school and kept in the locker during the academic school day. *Repeated violations will result in confiscation of the clothing item(s) as contraband. They may be held until the end of the school year.*
- 5) Dress identified by outside agencies (police and other law enforcement agencies) as gang-related and/or drug-related apparel is not allowed: ex: West Side, South Side, East Side, North Side, gang affiliated artist, do-rags or bandanas worn on the head or hung from clothing, long baggy coats, knit gloves or prominent display of gang-affiliated colors, and other clothing which promotes gang activity using slang, symbolism and cartoon caricatures, clothing depicting gloved “Mickey” hands forming gestures, Marilyn Monroe featured shirts/sweatshirts, or altered rosaries.
- 6) Exceptions to the Columbus High School Dress Code detailed above *may* be made for “spirit days.” The administration will work with student organizations to determine this in advance.

The Columbus High School Dress Code is in alignment with CPS Board Policy 504.05. The items detailed in section III-A above are all items individual students may use or possess to express themselves. Columbus High School recognizes this and believes it is the right of each student to have, possess, and even display these items – just not in school.

III-B Non-Instructional Areas

Students are only to be in non-instructional areas (such as hallways, restrooms, locker rooms, cafeteria, commons, school grounds) when authorized. Students are to conduct themselves in a proper and prudent manner and should always clean up after themselves by disposing litter in trash containers. Gyms, restrooms, stairwells, and other un-supervised areas are not authorized areas to congregate before, during, or after school. Students found congregating in non-instructional areas may trigger more restrictions to be put into place such as, but not limited to, increased staff supervision, limitations of privileges, or disciplinary consequences.

III-C Loitering

Students may not remain in school buildings, on school grounds, in student and/or faculty parking lots, or at school-sponsored events without the permission of school personnel after school is dismissed or the activity is completed. *Students are to be off the premises no later than 30 minutes following the dismissal of classes or school activities.* Students may not assemble in unauthorized areas or hallways such as restrooms, locker rooms, hallways or other areas with limited supervision during the school day when classes are in session while on school grounds.

III-D School-sponsored Activities - Suspensions

Students who are suspended out of school or suspended from school events will not be allowed to participate in or attend school-sponsored activities until they are reinstated.

III-E Contraband / Electronic Devices

Contraband is defined as any item not considered necessary to complete in-class activities and/or any item considered disruptive to the school environment during the instructional day. This would include (but is not limited to) any obscene or vulgar material, both electronic and non-electronic, lighters, electronic devices, MP3 player/iPod, earbuds, and portable video games. Contraband may be confiscated from students and turned into the main office.

Items confiscated from students may be required to have a parent/guardian pick up the item from the main office. Contraband repeatedly confiscated from a student may be held until the remainder of the school year and a parent/guardian will be required to request in writing, to pick up the item, from an administrator. Contraband held until the end of the current school year will be disposed of following the conclusion. Items deemed necessary to be turned over to law enforcement will have to be requested from law enforcement, by the owner.

III-Ea Cell Phone Possession and Use

At Columbus High School, we believe every student is allowed to possess and utilize a personal cell phone. That privilege is limited, however, at the point that the device becomes a distraction or disruption to the school environment, is believed to have been used to harass other students, or the student becomes insubordinate regarding its appropriate use.

Appropriate times for cell phone use at CHS are prior to 8:10 a.m., passing periods on the way to class, lunch and after school. Appropriate locations for cell phone use are in the main office or entry area when checking out of school, the hallways, and the cafeteria. Inappropriate locations for cell phone use are **all locker rooms and restrooms**, any office area without prior permission, the IMC without prior permission, STEM and science lab areas, and any classroom without prior permission. Other areas in which cell phone use is considered inappropriate would be in the auditorium or gymnasium during assemblies or presentations.

Students should always ask a supervising adult (teacher, administrator) before using the phone during a restricted time period or in a restricted location. Reasonable requests will be considered by teachers and administration.

Staff will confiscate cell phones when students receive or make phone calls, text message, or access the phone during the instructional period without prior staff permission. Cell phones or electronic devices must never be used to photograph or record others *with or without their knowledge and/or permission* during the school day, *at any school event or activity*. If a student is found to have violated this rule, particularly if the resulting image or recording was of a verbal or physical altercation or utilized to harass, intimidate or demean another student, would be subject to an investigation procedure that may result in discipline, up to and including suspension and expulsion. (See III-O Harassment/Bullying/Intimidation). A student found to have engaged in bullying and/or harassment by law enforcement may be forced to surrender his/her phone as evidence to the School Resource Officer. Legal Reference: Neb. Rev. Stat. § 79-267

Because students are expected to work with their teacher regarding cell phone use/access in the classroom and because students have been granted access to their phones during passing periods and lunch, a refusal to turn over a cell phone to a staff member who requests to hold it for the period will result in a minimum, 2-hour After School Detention consequence for insubordination. A parent/guardian may be required to pick up the confiscated phone in the main office at the conclusion of the instructional day if the student is non-cooperative. Repeat offenses will result in further disciplinary consequences for insubordination and could result in specific cell phone restrictions for that particular student imposed by administration.

CPS Board Policy 504.11 prohibits visible possession of all cell phones in any area where there is an expectation of privacy (locker rooms or restrooms). The school is not responsible for any lost or stolen devices.

Disclaimer: The administration reserves the right to restrict cell phone privileges for any student or all students, at any time, should cell phone use prove to become a distraction to the educational program.

III-F Open Containers / Beverages other than Water

Students are not to have open containers of beverages in the hallways or in their lockers. Clear plastic bottles with screw top lids are only permitted if they contain water. Unopened cans/bottles of juice may be brought from home for lunch but must be kept in students' lockers or bags until the lunch period and only be consumed in the cafeteria. Students are permitted to carry clear bottles of unflavored water. *Students found to be consuming beverages other than water outside of the cafeteria at any time in the school day will be asked to forfeit the item. Failure to do so will result in a referral for insubordination.*

III-G Vandalism

Students are not to damage or to write, draw, or mark on school property in any way. **Students are not to intentionally create unnecessary messes on school property.** Doing so will result in consequences including restitution, detention, suspension in or outside school and/or mandatory reassignment. Legal Reference: Neb. Rev. Stat. § 79-267

III-H Skateboards

Due to the potential danger to skateboarders and to other people who might be on the site, the Board of Education bans the use of skateboards on school property or property under the control of the School District.

III-I Display of Affection

Students are not to exhibit excessive displays of affection which would be considered embarrassing or distracting to others on school grounds or at school-sponsored activities. (See also VII-A Dance Guidelines)

III-J Responsibilities of Students When Expressing Themselves

When students express themselves at school, at school-sponsored activities, or in public places away from school, they must abide by the following rules:

- 1) The expression shall not contain words, pictures and/or actions that are considered indecent, lewd, obscene, profane, vulgar, off-color; fighting or gutter words (four letter words); phrases which contain threats; physical

gestures which are offensive or threatening to anyone seeing or hearing the expression; or expressions which undermine or are disrespectful to school personnel.

- a) The use of hand signals, graffiti, or the presence of any apparel, jewelry (e.g. altered rosaries), accessory (e.g. black gloves), or manner of grooming which, by virtue of its color, arrangement, trademark, symbol, or any other attribute which indicates or implies membership or affiliation with a certain group, is disruptive to a positive learning environment and will not be tolerated. [CPS Board Policy 504.13]
- 2) The expression of the student shall not contain words, phrases, or gestures that ridicule or belittle.
- 3) The expression of the student shall not encourage other persons to violate school rules.
- 4) The expression of the student shall not be unusually loud or interfere with or obstruct any lawful mission, process, function, or purpose of the school.
- 5) The expression of the student shall not be slanderous.
- 6) The expression of the student shall not be libelous.
- 7) The expression of the student cannot be about, or directed at, any teacher, administrator, or other school employee at any time, in a public manner and incorporate any of the six previously identified inappropriate student expression. (Example: Any student who refers to a teacher in a public place at any time by a lewd or obscene manner that the teacher and/or others hear/see the insult may be disciplined by school authorities.)

Any student who fails to meet these requirements when expressing himself/herself may be disciplined [CPS Board Policy 504.07]. The Columbus High School administration reserves the right to deem excessive expressionism as disruptive to the school environment. This will be addressed on a case-by-case basis.

III-K Academic Dishonesty (Cheating)

Students caught cheating/plagiarizing **or using artificial intelligence (AI)** on major assignments such as tests, quizzes or performance assessments will be reported to the office. The parents will be notified by the classroom teacher. The student will have the option to redo the work or retake the assignment/assessment to demonstrate proficiency of the skill or content knowledge for credit. Administrative consequences will be assigned based on frequency and severity of the behavior. Students found giving assignments/assessments to other students will be assigned disciplinary consequences but may not be required to make up the work.

III-L Altering School Records, Reports, Grades, Etc.

Students are forbidden to change and/or falsify school records, reports, grades, etc. Any tampering with such documents shall result in disciplinary actions.

Civic Expectation #2 – Interact effectively with others

- Respond without complaint to staff member or administrative directives.
- Follow staff member or administrative directives in a timely manner.
- Demonstrate respect for individuals responsible for school safety.
- Respect the right of others to make choices without verbal/physical coercion or intimidation.

Supporting Guidelines

III-M Insubordination

Students are to comply without complaint to reasonable directions given by all school personnel. **Definition:** Any student who fails to comply with reasonable directions or requests of school personnel will be considered insubordinate. Other acts of insubordination include, but are not limited to, inappropriate responses or use of inappropriate language and/or disrespectful behavior toward a staff member, failure to turn over contraband or other distractions such as a phone or failure to attend assigned periods of After-School Detention.

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement, and/or expulsion.

III-N Parking

The privilege of driving to school and parking on school grounds comes with certain expectations. Students are expected to obtain and prominently display a CHS-issued parking permit in the front windshield of their vehicles. Students are also expected to park in the appropriate parking lots. Failure to do so may result in a parking fine, office referral, and/or placement of a boot on the vehicle.

Major Violations (Fine and/or Referral)	Minor Violations (Fine and/or Referral)
Parking in the fire lane	Parking tag does not match designated area

Parking in incorrect lot or area	Failure to display parking tag
Parking in bus lanes and driving lanes	Parking in two stalls at one time
Unattended vehicle in bus and driving lane	
Parking in grassy areas	
Frequent minor violations	
Excessive acceleration/torque	

- Parking tickets will be issued; students will be fined and could have a parking boot placed on the car for parking violations. A **\$10 fine** will be assessed for the first offense; **\$15** for the second offense. **Upon the third offense, the violation will be considered insubordination and referred to an administrator.** Failure to have one's car registered with the main office will be an **additional \$5 fee**. Parking fines will not be allowed to accrue greater than \$30.00. Student privileges will be restricted until the fine balance is paid.
- Parking in driving lanes or blocking bus-turning lanes is **an automatic \$15 fine** because it obstructs traffic. Violators will be required to move their vehicles and make up missed instructional time in After School Detention.

III-Na Parking Lot Expectations

The privilege that comes with driving a vehicle to school also comes with certain behavioral expectations. These expectations support the safety of all who utilize the parking lots as well as preserve the orderly environment. Any student who violates these expectations is not only inconsiderate of others but also puts his/her safety at risk as well as the safety of others. This behavior will not be tolerated and can result in discipline ranging from After-School Detention to the removal of the right to operate a vehicle on the school property.

The following is a list of basic parking lot expectations:

- The utilization of appropriate trash receptacles in the parking lot is expected.
 - Students caught littering in the parking lot are inconsiderate of others and may receive consequences that may include parking lot litter collection for an appropriate period of time.
- The parking lot is CPS property. To that end, vaping, smoking, etc. are prohibited behaviors that will receive appropriate consequences when observed or reported.
- Students should demonstrate patience and consideration when entering or exiting the parking lots.
 - Accelerating past others who are waiting their turn in line is reckless endangerment and will receive administrative consequences when observed or reported. Doing so often puts the driver in the lane of oncoming traffic and puts him/her, as well as others, at risk of an accident.
- Students should never accelerate across seemingly open areas of the parking lot.
 - Utilizing the established traffic lanes makes all traffic in the lot predictable for other drivers and pedestrians, thus reducing the risk of accidents.
 - Driving over "islands" or curbs in the parking lot is not appropriate and can result in damage to the concrete as well as the landscaping, trees, light fixtures and your own vehicle.
 - Driving over, onto or through snow piles in the parking lot is not appropriate. See previous bullet.
- Excessive torque (burnouts), "cookies," and other forms of exhibition driving should never occur in the school parking lot. This will be considered reckless endangerment and result in appropriate consequences.
 - Besides the obvious dangers to bystanders, noise from loud vehicles disrupts activities taking place within the school building as well as projects negatively on teen drivers to our neighbors.
- Students should not operate a vehicle in any capacity on school grounds that would cause a disruption to the school or public environment.
- Student vehicles are to occupy ONE parking stall. No student has the right to claim more than one parking stall for his/her vehicle. To do so is inconsiderate of others and a ticketable offense. Students who are concerned about others parking near to them should consider parking at the farthest ends of the lot or very near a parking lot camera.
- Students should not have items visible or displayed on their vehicles that contain lewd, obscene, vulgar, or indecent material that would otherwise violate the student handbook.
- Students who violate these parking lot expectations should be reported to administration by name and/or vehicle description, parking permit number and/or license plate number. The report can be made via email and will be considered anonymous.
- If you sustain damage or suspect a break-in to your vehicle, report it immediately to the Columbus Police

Department You should also notify CHS administration. CHS administration will work in cooperation with Columbus Police to utilize the parking lot surveillance cameras in the hope of identifying the offending party. Any information gathered will be shared directly with the investigating officer(s).

All students driving motorized vehicles to school must operate them in a safe and lawful manner. **Students observed operating a motor vehicle in an unsafe, reckless, or unlawful manner will be subject to disciplinary action and will be reported to the police.** Parking permits may be confiscated or revoked at administrative discretion. All cars parked on school property must be registered and display a school parking tag. Failure to display a proper parking permit in CHS lots will result in a ticket.

III-O Harassment/Bullying/Intimidation

Harassment of students, staff or visitors by CHS students or staff will not be tolerated. This policy is in effect while students or staff are on school grounds, school district property, or on property within the jurisdiction of the school district; while on school-owned and/or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

Harassment may be reported by anybody including students, parents, teachers, the student nurse, or other staff. Teachers, counselors and administrators will be involved in the investigation of incidents of harassment.

Definition: Harassment as set forth above may include, but is not limited to, the following:

- verbal, physical, written harassment, texted or posted abuse
- repeated remarks of a demeaning or slanderous nature, obscene language towards an individual or group of individuals, and language derogatory of race, creed, sexual orientation, national origin, or handicapping condition
- implied or explicit threats concerning one's safety, well-being, grades, achievements, etc
- demeaning jokes, stories, or activities directed at an individual or group of individuals
- any ongoing pattern of physical, verbal, or electronic abuse

Students or individuals who feel that they have been harassed by other students should communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or administrator to help.

If the harassment does not stop, or the individual does not feel comfortable confronting the harasser, he/she should:

- report the matter to a teacher or counselor.
- write down exactly what happened, keep a copy, and give another copy to the counselor;
 - what, when and where it happened
 - who was involved
 - exactly what was said or what the harasser did
 - witnesses to the harassment
 - what the individual said or did, either at the time or later
 - how the individual felt and
 - how the harasser responded
 - provide screenshots and/or printouts of the alleged abuse (when appropriate)
- The counselor will then investigate the matter by interviewing witnesses and the alleged harasser and report the results of the investigation to the appropriate grade-level administrator.
- If the administrator determines that harassment is indeed occurring, appropriate consequences will be assigned as necessary based upon frequency and severity of the behavior.

Consequences: Students whose behavior is found to be in violation of this policy will be subject to the investigation procedure that may result in discipline, up to and including, suspension, and expulsion.

Retaliation against an individual because the individual has filed a harassment complaint or who may have assisted or participated in a harassment investigation or proceeding is also prohibited. A student who is found to have retaliated against an individual in violation of this policy will be subject to discipline, up to and including, suspension, and expulsion. [CPS Board Policy 504.17, 504.17R1] Legal Reference: Neb. Rev. Stat. § 79-267(8), § 79-2,137.

III-Oa Hazing

Definition: Hazing is an abusive, often humiliating form of initiation into or affiliation with a group, including any willful action taken or situation created which recklessly or intentionally endangers the mental or physical health of another.

No student shall do anything to physically or psychologically harm another student or staff member at school, on school grounds, or at school-sponsored events or on their way to and from school.

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement and/or expulsion.

- 1) Hazing activities that occur outside the school day, outside school activities, and/or off school grounds should be reported by the victim to law enforcement. Columbus High School administration will become involved if/when

- the matter spills over to the regular school day or at school activities.
- 2) Intimidation, extortion, or verbal or physical threats will result in suspension or expulsion from school.
- 3) It should be noted that hazing is a Class II misdemeanor punishable by up to six months in jail and \$1000.00 fine. The School Resource Officer will be consulted on all matters of hazing.

III-P Inappropriate Behavior

Inappropriate behavior in regards to public indecency and indecent exposure will be defined to coincide with Neb. Rev. Stat. § 79-267 (7) and Columbus High School expectations.

- 1) Students engaging in sexual conduct, even if consensual, on school grounds or at a school function or event
- 2) Sexual assault or attempting to sexually assault any person on school grounds or at a school function or event
- 3) Students touching or exposing themselves inappropriately to draw attention to a private area

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement and/or expulsion. Students may also face a citation for indecent exposure. [Columbus City Ordinance 130.091 Indecent Exposure].

III-Pa Sexual Harassment

Sexually harassing student(s) or school personnel is prohibited at school, on school grounds, at school-sponsored events, or on the way to and from school.

Sexual Harassment

The Columbus High School is committed to maintaining an educational setting that is free of sexual harassment. Sexual harassment is an illegal action relevant to Title IX, Title VII, and Nebraska State Statute, Columbus Board Policy 404.06 and Columbus Board Policy 504.17. Sexual harassment will not be tolerated, and the Columbus High School administration will take immediate and appropriate action upon notification of offense.

At Columbus High School, sexual harassment will be defined as any unwelcome advances, a request for sexual favors, or verbal or physical conduct of a sexual nature by a student toward another student when the conduct has an effect of interfering with academic performance of the student or creates an intimidating, hostile, offensive or unsafe learning environment. This procedure and definition of sexual harassment will also include unwanted advances by a student toward an employee. As used in this policy the word “student” shall mean any resident student of the district, any student being served by contract with another educational agency, or any other person of school age attending the district for educational reasons. The word “employee” shall mean any person who is employed by the district.

The following procedure shall be followed to report any violation of this policy.

- 1) Student will report the incident to the appropriate assistant principal. The administrator will require the student to submit a written statement containing location, time, incident details, witnesses and student reaction. The administrator will investigate the incident by speaking to other students or staff who were identified as witnesses to the incident. A written statement will be obtained by these individuals, as well.
- 2) The administrator will then speak with the alleged harasser as part of their due process rights. Information obtained from step 1 above will be kept confidential. This alleged student will be given the opportunity to provide a written statement on his/her behalf as well as a list of students who may speak on his/her behalf..
- 3) The administrator will continue to investigate the incident based upon this new information.
- 4) The administrator may share information with other building administrators to determine the outcome of the investigation through a collaborative approach.
- 5) Consequences that may be imposed by the administration: verbal warning with conference regarding inappropriate behavior, parental conference, short-term suspension (1-5 days), long-term suspension (6-19 days), or expulsion from school.
- 6) The same procedures will be used with student harassment of a staff member.

Columbus High School will not tolerate any retaliatory behavior against any person(s), the harasser or person(s) encouraged by the harasser who have submitted information to the high school administration. The consequences will be the same as the above list.

The administration of Columbus High School will cooperate fully with the appropriate law enforcement agency if the harassed student/employee would file any charges through the court system. All written statements and documentation will be turned over to any investigative unit, if requested.

The Grievance Office (Title IX) of the Columbus Public Schools is the Superintendent of Schools, Columbus Public School District #1, 2508 27th Street, Columbus; phone: 402-563-7050.

Sex Offender Law

The Student Discipline Act allows for a student to be expelled from school when the student is criminally charged with certain sexual assaults even though the sexual assault occurs off school grounds. Sexual assault means sexual assault in

the first or second degree or a sexual assault of a child in the first, second or third degree. Legal Reference: Neb. Rev. Stat. § 79-267(8)

Dating Violence

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

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

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement, and/or expulsion.

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

[CPS Board Policy 504.20] Legal Reference: Neb. Rev. Stat. §§ 79-2,139 to 79-2,142

Date of Adoption: May 17, 2010

Civic Expectation #3 – Fulfill legal requirements

All students are expected to perform according to the stated civic expectations and objectives.

- Act responsibly to maintain the physical safety of self and others.
- Respect the right of individuals or school officials to protect personal or public property from unwanted use or handling.
- Respect the right of the school to govern the use of technology or equipment.
- Only touch fire alarms/security equipment in case of an emergency.
- Respect the responsibility of the school to deny the possession/use of tobacco products, alcohol, or drugs.
- Respect the right of individuals to learn in a safe environment free of harassment/bullying.
- Act and speak responsibly to protect the school community from irreversible harm.
- Protect the school community from real or perceived weapons and/or explosives.

Supporting Guidelines

III-Q Reckless Endangerment

Students shall not engage in acts that create a substantial risk of physical injury to him/herself or another person.

Consequence: After-School Detention, restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement and/or expulsion.

III-Qa Snowballs

Students are not to throw snowballs while on school grounds, or on their way to and from school, or while attending school events.

Consequence: After-School Detention, restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement, and/or expulsion.

III-Qb Unauthorized Games / Activities

Students are not permitted to participate in unauthorized games involving kicking, hitting, or throwing an object within the school building or on school grounds. Objects utilized in such games will be confiscated, and consequences involving contraband and reckless endangerment can be enforced.

Students are to know that gaming or other unauthorized use of the student device (streaming music or videos, etc.) during academic periods can result in disciplinary consequences including suspension of Internet privileges or access to the student device. Appropriate times for students to use the student device for recreational purposes would include during breakfast or lunch *in the cafeteria*.

III-R Theft/Stealing

Students are prohibited from borrowing without permission or stealing personal or public (school) property. Students found to have stolen the property of others will be subject to restitution and will be reported to the School Resource Officer. A student found to have stolen any property, also including but not limited to, the theft of a student device, charging cords, or storage bags, will result in disciplinary action including, but not limited to, suspension and expulsion.

Any student device or equipment that is misplaced or suspected to be stolen must be reported immediately to the CHS Technology Office. All found devices or equipment should be immediately returned to the CHS Technology Office along with a detailed explanation of where and when the item was found; any other *found* items should be returned to the main office. Legal Reference: Neb. Rev. Stat. § 79-267

III-S Unauthorized Entry

When school is in session, students are not to be in the school building before 6:30 AM or 30 minutes after dismissal time unless they are scheduled in activities taking place within the building or unless they have written permission from a staff member. Students should not allow others into the building, or prop doors open, at any unauthorized entrance.

III-T Fighting / Assaults

Students may not engage in verbal or physical altercations in school buildings, on school grounds, or when traveling in school vehicles/busses or at school-sponsored events. Students hitting, striking, kicking or in any other way harming another student or school personnel will be **suspended and may be recommended for expulsion**. Students may be liable for suspension or expulsion if they bring into the schools any object or substance which, when reasonable standards are applied and circumstances warrant, it is determined that the primary purpose is to cause bodily harm or property damage as set forth in CPS Board Policy 505.02 and 505.03. Columbus High School will comply with Nebraska State Statute relative to assaults by reporting incidents to law enforcement officials. Legal Reference: Neb. Rev. Stat. § 79-267

III-U Aiding and Abetting

Any student who aids, abets (encourages inappropriate behavior), or causes another to commit any offense may receive consequences as if he/she were the principal offender. The student could also face criminal charges if the offense merits a report to law enforcement officials. For example, a student who records a student altercation with a cell phone instead of reporting it to staff, is aiding and abetting the offending individuals.

III-V Computers / Technology Integration & Internet Use

Throughout this section of the handbook, reference will be made to a student's *district-issued device*. A district-issued device could take the form of a laptop, tablet, or other mobile device provided by the school district to the student for educational use.

Computer network/Internet access is available to students and teachers in Columbus Public Schools. We believe that an Internet/network access offers valuable, diverse, and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence in the district by facilitating resource sharing, innovation and communication.

Access to the Internet enables students to explore thousands of libraries, databases, and bulletin boards while exchanging messages with users across the globe. In addition, the system is used to increase school and district communication, enhance productivity, and assist teachers in upgrading their skills through greater exchange of information with their peers. The system also assists us in sharing information with the local community, including parents, social service agencies, government agencies, and businesses.

With access to computers and people from around the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Families should be warned that some material obtained via the Internet might contain items that are illegal, defamatory, inaccurate, or potentially offensive. We have taken precautions to restrict access to controversial materials through the installation of an Internet filtering device. However, on a global network, it is impossible to control all materials, and an industrious user may discover controversial information, either by accident or deliberately. We firmly believe, however, that the benefits to students from online access far outweigh the possibility that users may procure material that is not consistent with our educational goals. We strive to ensure that use of Internet/network resources is consistent with our stated mission, goals, and objectives.

The smooth operation of the network relies upon the proper conduct of the students and faculty, who must adhere to strict guidelines and proper ethical behavior when using the Internet/network. To use our computers, network, and Internet connection, all students must conduct themselves in a manner consistent with our educational focus. **If the student fails to do so, he/she will be subjected to disciplinary sanctions by the administration and by law enforcement. CPS does not allow any unauthorized video or audio recording during the school day.**

Students have access to computers throughout the building for educational use, whether it be their district-issued device or individual classroom, lab or IMC workstations. Student access to technology will be subject to change at the discretion of the administration or staff responsible for the supervision of these areas. Use of the Internet at school is available to research areas directly related to specific classroom assignments. **The district network may NOT be used for personal email, chat rooms, games, streaming video/music, sharing accounts, or accessing any material deemed inappropriate for school.** Students are subject to the Nebraska State Statute on "hacking," in addition to the Columbus Public Schools Board of Education Policies 504.09, 606.05, 606.06, & 606.07. The terms and conditions of use are identified on the parental permission form for Internet access.

No district-issued devices may leave the United States for any reason, such as during student travel.

All teachers may confiscate student-issued devices when the device is being used inappropriately. Whether the device is returned to the student at the end of the period or is turned over to the grade-level administrator requiring the student to meet with the administrator prior to the return of the device will depend upon the frequency and severity of the offense. The administrator may choose to block the student's access to the Internet or otherwise limit the device use for a specified period of time as part of the consequence.

The district will also utilize ClassLink as a single sign-on platform that will allow students and staff to use one username and password to access many but not all of the online resources already being used in the classroom at Columbus Public Schools. ClassLink is compliant with the regulations put forth by the Children's Online Privacy Protection Act (COPPA). ClassLink maintains and protects only that information which enables users to operate ClassLink services. ClassLink also adheres to the data protection protocols set forth in FERPA. Parent(s)/Guardian(s) understand and have read the privacy policies associated with the use of ClassLink (<https://www.classlink.com/company/privacy#usa>).

The issuance of and revocation of access to school district technology and networks will be handled by building-level administration.

Specific details about student use of the district-issued student devices is covered in detail in a document entitled Columbus Public Schools Student Acceptable Use Agreement, provided prior to the start of the new school year.

Specific Internet-use guidelines are listed below:

The computers, networks, hardware, software, peripherals, and configurations in any school classroom are the property of Columbus Public Schools and are not to be altered, modified, damaged, or degraded in any manner.

- Do not install, upgrade, or modify any software operating system, application, or service.
- Do not use a school workstation or device to search for or view any material that would assist in bypassing the Internet filter, gaining unauthorized access to the network, or other attempts to “hack” past the access limits that are in place.
- Do not view, print, distribute, display, send, or receive images, text, or graphics of obscene materials or material that violates laws relating to child pornography.
- Do not use an Internet workstation or student device to view, print, distribute, display, send, or receive images, text, or graphics that contain hate speech, threatening, or harassing material.
- Do not engage in any activity that is deliberately offensive or creates an intimidating or hostile environment.
- Do not violate copyright or software licensing agreements. Do not download or exchange audio and video files, including MP3 files and other similar files.
- Do not gain unauthorized access to any computing, information, or communication devices or resources.
- Do not copy, download, design, or create any software or component intended to damage, alter, or degrade software applications or network architectures.
- Do not use a workstation or device to conduct a business or participate in online buying or selling.
- Any violations of these rules, or the NE state statute on “hacking” will be considered a violation of the Acceptable Use Agreement and will result in loss of Internet access, disciplinary action, AND assessment of monetary damages (when appropriate).
- Do not use email or any other communication platform to threaten, harass, demean, or provoke another student.

III-Va Google Accounts

The Columbus Public Schools district utilizes Google Apps for Education for students, teachers, and staff. This section describes the tools and student responsibilities for using these services. As with any educational endeavor, a strong partnership with families is essential to a successful experience.

As a district, we only authorize the use of tools and applications that support the implementation of our curriculum and have been through a rigorous educational process. Our district utilizes several computer software applications and web-based services, operated not by the school district but by third parties. A complete list of the programs with the privacy policy for each can be found on our district website: <http://columbuspublicschools.org/coppa/>

The following services are available to each student and hosted by Google as part of Columbus Public Schools’ online presence in Google Apps for Education:

Classroom - a collaborative cloud-computing environment where teachers can post class assignments and through which students can turn work into their teachers

Mail - an individual email account for school use managed by Columbus Public Schools

Calendar – an individual calendar providing the ability to organize schedules, daily activities, and assignments

Drive – a collection of apps for word-processing, spreadsheet, drawing, and presentation that is very similar to Microsoft Office but also contains within it a cloud-storage area for student assignments and projects

Using these tools, students collaboratively create, edit, and share files and websites for school related projects and communicate via email with other students and teachers. These services are entirely online and available 24/7 from any Internet-connected computer. Examples of student use include showcasing class projects, building an electronic portfolio of school learning experiences, and working in small groups on presentations to share with others.

In order for our students to use these educational programs and services, certain Board Policy approved directory information may be provided to the website operator strictly for educational purposes. This directory information may consist of the student’s name, username, district e-mail address, grade level, age and/or date of birth. The need for such information is necessary to utilize software and web-based services as part of the classroom instruction. **A signature on the Student Handbook Signature Page constitutes consent for our school district to provide this directory information.**

Technology use in the Columbus Public Schools District is governed by federal laws including the following:

Children’s Online Privacy Protection Act (COPPA)

COPPA applies to commercial companies and limits their ability to collect personal information from children under age 13. By default, advertising is turned off for Columbus Public School’s presence in Google Apps for Education. No personal student information is collected for commercial purposes. This permission form allows the school to act as an agent for parents in the collection of information within the school context. The school’s use of student information is solely for educational purposes. -- COPPA <http://www.ftc.gov/privacy/coppafaqs.shtml>.

Family Educational Rights and Privacy Act (FERPA)

FERPA protects the privacy of student education records and gives parents the right to review student records. Under FERPA, schools may disclose directory information (refer to Board Policy 507.02), but parents may request the school not disclose this information. Parents are provided the opportunity annually to opt out of disclosing their student's directory information on the District's Enrollment Form. That form can be found at the following site:
<http://www.ed.gov/policy/gen/guid/fpco/ferpa>

Guidelines for the responsible use of Google Apps for Education by students:

1. Official Email Address. All students will be assigned a username@discoverers.org email account. This account will be considered the student's official CPS email address until such time as the student is no longer enrolled with Columbus Public Schools.
2. Prohibited Conduct. Please refer to the Acceptable Use Agreement in Appendix B at the end of this handbook..
3. Access Restrictions. Access to and use of student email is considered a privilege accorded at the discretion of the Columbus Public Schools District. The District maintains the right to immediately withdraw the access and use of these services, including email when there is reason to believe that a violation of law or District policies has occurred. In such cases, the alleged violation will be referred to a building administrator for further investigation and adjudication.
4. Security. Columbus Public Schools cannot and does not guarantee the security of electronic files located on Google systems. Although Google does have a powerful content filter in place for email, the District cannot assure that users will not be exposed to unsolicited information.
5. Privacy. The general right of privacy will be extended to the extent possible in the electronic environment. Columbus Public Schools and all electronic users should treat electronically stored information in individuals' files as confidential and private. However, users of student email are strictly prohibited from accessing files and information other than their own. The District reserves the right to access these Google systems, including current and archival files of user accounts when there is reasonable suspicion that unacceptable use has occurred.

By signing off on the student handbook, the parent(s) and student confirm that they have read and understand the following:

Under FERPA and corresponding Nebraska law, a student's education records are protected from disclosure to third parties. They understand that the student's education records stored in Google Apps for Education may be accessible to someone other than the student and the Columbus Public School District by virtue of this online environment. By signing off on the student handbook, the parent(s) and student confirm their consent to allow the student's education records to be stored by Google.

The parent(s) understand that by participating in Google Apps for Education, information about the student will be collected and stored electronically. The parent(s) has/have read the privacy policies associated with the use of Google Apps for Education (<http://www.google.com/a/help/intl/en/edu/privacy.html>). The parent(s) understand that they may ask for their child's account to be removed at any time.

III-W Damage of School or Private Property

Students are not to participate in any activity not properly supervised by school personnel that could damage, deface, or alter the school or private property of another individual or entity on school grounds. This includes tampering with or otherwise damaging building safety or security equipment. If a student damages, defaces, or alters Columbus High School property or the private property of another individual or entity, he/she is financially responsible for all damages and will be subject to disciplinary actions, including a referral to law enforcement.

CHS students are expected to behave in a manner that is respectful of the property of another school. Students found to have participated in the damaging or defacing of property of another school in a manner that draws an association with Columbus High School will be subject to disciplinary procedures including, but not limited to, restitution, suspension from school activities, loss of privileges, and/or suspension from school.

Students are responsible for the cost of repair or replacement of any student device, charging cords/power adapter, and protective storage sleeve issued to them. If a student device or peripherals are believed to be stolen, this information must be reported *immediately* to the CHS Technology Office during the school day. After school hours and on weekends or holidays, call the **CPS Technology Hotline 402-563-7069** and leave a detailed message including the name of the student, student ID number, and circumstances resulting in the missing computer. Legal Reference: Neb. Rev. Stat. § 79-267

III-X False Alarms

It is a violation of NE Statute for students to falsely set off fire alarms. Any student who deliberately sets off a false fire alarm will be reported to legal authorities and subject to suspension from school.

III-Y Alcohol-Tobacco-Drugs [CPS Board Policies 504.14 and 504.14R1, Legal Reference: Neb. Rev. Stat. § 79-267]

Students who violate the district tobacco/inhalant, alcohol, and drug policy will be referred to law enforcement officials.

III-Ya Use of Tobacco/Inhalant Products

It is the responsibility of the school to maintain a safe and drug-free educational environment. Columbus High School students are not to possess, use, distribute, or sell inhalant, tobacco or tobacco-related or “look alike” products on school grounds.

Definition: Tobacco or inhalant products include cigarettes, cigars, chewing tobacco, snuff, or any form of tobacco intended to be smoked, chewed, sniffed, dissolved, or inhaled or products intended to replicate tobacco products either by appearance or effect. Possessing or use of e-cigarettes, vape devices and/or vapor liquids in any form at school is in direct violation of this policy. Tobacco or inhalant products confiscated from a student will be turned over to the School Resource Officer or other law enforcement officials. It will be up to the law enforcement officials as to whether an item is returned to a parent/guardian following confiscation at school.

Consequences: Students found guilty of possessing, using, distributing, or selling tobacco or inhalant products will be suspended from school and/or school-sponsored activities, and/or recommended for expulsion based upon frequency and severity. Students may also be required to complete a school-approved smoking/vaping cessation program. Students may also be issued a citation by the Columbus Police Department.

III-Yb Alcohol and Drugs

Columbus High School has a responsibility for providing a safe and secure educational environment for its students and staff. Misuse of alcohol or drugs is a danger to the health and well being of the members of the school community. The school strives to work with parents to create a helpful, caring environment where learning can occur. Although parents have the ultimate, primary responsibility for their children’s health, the school’s responsibility is to maintain a drug-free educational environment.

Columbus High School prohibits the possession of alcohol or drugs and drug paraphernalia. This includes: distribution, dispensing, manufacturing, possessing, using or being under the influence of alcohol or drugs, “look alike” substances with the intent or effect of being under the influence, or federally banned substances by students while on school grounds, during school hours or school-sponsored events. “Under the influence” or any level of impairment includes even the odor of alcohol or drugs on the breath or person. Items and products covered in this policy will be confiscated from the student and turned over to the School Resource Officer or other investigating law enforcement officials.

Columbus High School reserves the right to utilize breathalyzers and/or drug testing equipment with students who may show signs of being under the influence of drugs or alcohol intoxication **at school or school-sponsored activities**. These tests will be administered by properly trained school personnel, School Resource Officers or other law enforcement officials.

Students violating the district’s drug policy during the school day or at school-sponsored activities will be assigned disciplinary consequences and, if appropriate, activity consequences as explained in the Student Handbook. Consequences will begin when the administration has determined that a violation has occurred and due process has taken place. **The school may require that students obtain drug/alcohol tests at parental expense in order to determine if a violation has occurred.**

Consequences: Students under the influence, possessing, distributing, or selling drugs/alcohol will be long-term suspended out of school, may be assigned to an alternative educational placement, and/or recommended for expulsion. Disciplinary consequences will vary according to the severity of the violation and the number of times a student has committed violations. Students will also be suspended from school-sponsored activities.

~~A student may reduce the length of the suspension by completing a drug/alcohol evaluation~~ **CHS Administration reserves the right to offer a reduced suspension by having the student complete a drug/alcohol evaluation** by a professional substance abuse counselor with pertinent information provided to the school accompanied by specific recommendations for the student. The evaluation/counseling session shall be at the expense of the parent/guardian and must be completed within the time limits set by the school administration. Should the student, at any time during the remainder of his/her attendance, fail to comply with any of the given recommendations, the original suspension can be imposed. Students with multiple offenses of possessing, using, manufacturing or distributing drugs, alcohol, or inhalant devices may not have the opportunity to reduce their suspension. [CPS Board Policy 504.14]

III-Yc Prescription Drugs

Definition: any drug or chemical that is prescribed for a particular individual by a doctor and intended for use only by the individual named on the prescription bottle.

Columbus High School reserves the right to exercise control of the misuse, misrepresentation, distribution, or selling of prescription drugs. Students are not to misuse, misrepresent, distribute, or sell prescription drugs. No prescription drugs can be administered by anyone other than the nurse or other designated persons. Students using prescription drugs shall bring them to school in properly labeled prescription containers, and said prescriptions shall be accompanied by written parental verification.

Exception: With written permission that parents accept the responsibility for the student taking his/her own medications, high school students may carry their own prescriptions and medicate themselves in accordance with Policy 504.14. Prescription drugs for asthma and diabetes are also excluded as per policy.

III-Yd Non-Prescriptions Medications / Vitamins

Definition: any drug or chemical that can be purchased without a prescription and that does not fall under state or federal limitations. Columbus High School reserves the right to exercise control over the misuse, misrepresentation, distributing, or selling non-prescription medications or edible items. Students are not to misuse, misrepresent, distribute, or sell non-prescription medication or edible items.

Consequences: Students found guilty of misusing, misrepresenting, distributing or selling non-prescription medications or edible items will be suspended from school and/or school-sponsored activities, and/or recommended for expulsion based upon frequency and severity.

The high school nurse has a limited supply of non-prescription medications (Tylenol, ibuprofen, cough drops and Tums or a generic equivalent). Students may have access to these medications if the parent has signed the Non-Prescription Medication Release Form. Students may bring and carry their own supply of the above listed medications ONLY if the release form is signed by the parent and on file in the CHS Nurse's Office. In the event that another form of non-prescription medication would be needed during the school day, a Medication Release Form will need to be signed and the medication will be stored in the nurse's office. Students are forbidden from sharing any medication with another student.

III-Ye Records of Violations and Consequences

Anecdotal notes or violations of the district tobacco and drug policies will be shared between administrators from one year to another and from one attendance center to another, and disciplinary action may carry over from one year to another and from one attendance center to another if the consequence was not completed. However, violations of the tobacco, alcohol and drug policy are not cumulative from one year to another or from one attendance center to another unless the student is a participant in extracurricular activities.

III-Z Rumors, Threats, and Prohibited Items

Columbus High School takes the possibility of a real crisis very seriously as does the Columbus Police Department. Working closely together, these two entities strive to ensure, as much as is humanly possible, the safety of all students. School closure due to rumors, threats and/or the possession of prohibited items will result in additional school time to be made up by all students, as directed by the Superintendent and/or the Board of Education.

III-Za Improper Sharing of Content

Spreading rumors, text messaging or sharing of content, material or false information, either electronic or non-electronic, which results in fear and/or disruption of the school day can be subjected to legal prosecution and suspension, expulsion, and/or mandatory reassignment.

III-Zb Threatening Statements/Behaviors Concerning Student/Building Safety

When a threatening statement or behavior concerning student/building safety is received, these steps will be followed:

- The principal is informed of the threat.
- Parents of the student making the threat are called.
- The SRO or police are called to assist with conducting the initial investigation. The SRO/Police may bring other agencies in to investigate (HHS, etc.)
- The student is suspended from school under an emergency exclusion as per Nebraska statute.
- The student may return to school after a psychologist has evaluated the student to determine the level of threat to the safety of the student and others. This evaluation is at parent cost. A readmission plan may be written if determined by the school administrator prior to returning to school. Ultimately, it is the school's

decision based upon the information provided by all parties and the investigation as to whether the student is readmitted. The student may be reassigned to a different placement or program.

- The central office administration will be informed of the situation throughout the process.

III-Zc Bomb Threats

The false reporting of bomb threats will be prosecuted to the fullest extent of the law. School closure due to rumors, threats, and/or the possession of prohibited items will result in additional school time to be made up by all students as directed by the Superintendent and/or the Board of Education.

III-Zd Firearms, Weapons, Explosives, and Material that Can be Ignited

Firearms, weapons, explosives, and material that can be ignited (e.g. fireworks) are prohibited on school property, or at school-sponsored events, unless authorized by the proper school authorities. A student shall not knowingly possess, handle, or transmit any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or dangerous object, including, but not limited to, a knife, blade, a starter gun, paintball gun, Airsoft gun, stun gun, taser, or pellet gun or bringing or possessing any explosive device, including fireworks. A student in possession of a firearm may be expelled from school for a period up to one calendar year, as stated in Neb. Rev. Stat. § 79-263. Students found possessing, handling, or transmitting any object listed above will be subject to the CHS Student Handbook Policy III-Zb Threatening Statement/Behavior Concerning Student/Building Safety may be required to obtain a threat assessment prior to returning to an educational placement assigned by the administration. Legal Reference: Neb. Rev. Stat. §§ 79-263, 79-267

III-Ze Concealed Handgun Law

It is unlawful for an individual to carry a concealed handgun at school. The law stipulates that handguns may not be carried into school buildings, on school grounds, in school-owned vehicles, and/or at school-sponsored activities or athletic events. The intent of the law (1) assures employees, students, and parents that no one will be permitted to carry a handgun at their school notwithstanding the law and (2) provides permit holders with the understanding that they are not to carry their handguns to school, as stated in Neb. Rev. Stat. § 69-2441.

III-Zf Activities Forbidden by the Laws of the State of Nebraska, the City of Columbus, or the United States of America

Students, as citizens of the United States and the State of Nebraska, are to obey all laws established by these respective governmental agencies. Students who violate these laws during the school hours or at school-sponsored events may be disciplined by the school in addition to any action taken by law enforcement agencies. Any activity/behavior which violates Nebraska Criminal Code constitutes a danger to other students or interferes with school purposes and which becomes known or suspected by the administration will be referred to law enforcement authorities. Legal Reference: Neb. Rev. Stat. § 79-267

SECTION IV

ADMINISTRATIVE DISCIPLINE – STUDENT ATTENDANCE EXPECTATIONS

1. **Be on time and present in assigned classes.**
2. **Attend school on a regular basis.**
3. **Be aware of absence procedures.**

To assure that students acquire the knowledge and skills necessary to fulfill the school mission, all students are expected to attend school on a consistent basis. This means all students enrolled in any of the Columbus Schools, regardless of how old they are, must attend school regularly and be in all the classes to which they are assigned, unless properly excused by an official of the school. *The ultimate responsibility for keeping track of the number of days absent from a particular class rests with the student and his/her parent or guardian.*

School Attendance Expectation #1 – Attend school on a regular basis

Supporting Guidelines

IV-A Attendance – Student Absences

Any student who misses more than ten (10) days in a semester is in violation of Nebraska statute and the Columbus Public Schools Attendance Policy. Students who miss more than 10 times in a semester seriously jeopardize their ability to receive credit for such classes.

Regular attendance by students is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence.

Student absences approved by the principal shall be considered allowable absences. Approved absences shall count as days in attendance for purposes of addressing excessive absenteeism, except for notification of the county attorney. These absences include, but are not limited to, medically documented illnesses or appointments, pandemic occurrences identified by local clinics, recognized religious observances, and school-sponsored or approved activities.

It shall be the responsibility of the parent to notify the high school attendance office as soon as the parent knows the student will not be attending school on that day. For a student absence to be considered excused, the parent/guardian shall provide notice to the school prior to, during, or immediately upon the return of the student to school. This notice may take the form of an email, hand-written note, or voice message to the attendance secretary. In the event of multiple absences, the grade-level administrator may request evidence or written verification of the student's reason for absence. **[CPS Board Policy 503.03 and Neb. Rev. Stat. § 79-209]**

IV-Aa Attendance - Extended Absences

A family may, from time to time, require their student(s) to miss school for an extended period of time (more than three consecutive days). This may be for the purpose of a vacation or international travel. When this occurs, it creates a significant strain on the student's ability to stay caught up with classroom activities. Such absences should carefully be considered while consulting the school calendar to minimize lost class time.

In the event a student will miss more than three consecutive days, we ask that the student meet with his/her school counselor and complete a CHS Extended Vacation Form. The form will list work to be completed by the student for each of his/her teachers and signed by an administrator, ensuring that all have been made aware of the student's need to be absent. The timeframe for the absence and the expected completion date for all classwork upon return from the absence will also appear on the form. If the extended absence results in the student exceeding the statutory limit on allowable absences for the school year (20), the student may be required to make up time due to excessive absenteeism.

In the event of international travel, the student device must be checked into the CHS technology office, prior to departure.

IV-B Attendance - Activity Participation

On the day of a contest, performance, or other activity, a student who is not in attendance the full day is ineligible for the contest, performance, or activity. **[CPS Board Policy 503.03]**

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 leaving school ill and then returning to play in the contest later that day.

Exceptions may be made for extenuating circumstances such as medical or dental appointments or family emergencies. The athletic director must approve any exceptions to this policy.

IV-C Attendance - Following Activities

Students participating in school-sponsored activities during the school week are expected to report to school on time the following day. Students tardy or absent may forfeit the opportunity to participate in the next contest/game. The high school administration has the sole authority to excuse students on the day following a competition/activity.

IV-D Attendance – Seniors' Final Month

Any senior who is unexcused during his/her final four weeks of school will be required to make up his/her time prior to graduation. Failure to do so will jeopardize his/her participation in the graduation ceremony. If the unexcused absence occurs on the seniors' final day of attendance, those in violation will not be permitted to participate in the graduation ceremony and will be required to attend school the week after graduation. Diplomas will not be issued until this responsibility is fulfilled.

Seniors **must attend** graduation practice in order to participate in the graduation ceremony.

Student Attendance Expectation #2 – Be aware of absence procedures

Supporting Guidelines

IV-E Absence Verification

All parent notes must include the parent's daytime phone number to verify the absence. This procedure applies to family obligations, college visits arranged through the guidance office, state tournament attendance when approved by the school administration, or pre-arranged appointments with a health care provider.

IV-F Sign-Out Procedure

Students must sign out whenever they leave the building, except for activities. Students leaving the building with a pre-arranged absence will be counted as unexcused if they fail to sign out in the office. **Important:** Students must sign in upon their return to school. Students must provide a note from parents, dentist, doctor, etc. before the absence will be counted as **allowed**. School officials reserve the right to call parents if it appears the note procedure is being abused.

IV-G Makeup Work - Approved Absence

Students are responsible for making up all work missed because of allowable absences. Students will be allowed the number of days absent plus one (1) additional day to make up for missed work. Special arrangements can be made with individual teachers for unusual circumstances. If a student misses more than ten (10) consecutive days, a meeting will be scheduled with their school counselor and/or administrator to create a plan for making up work. Special arrangements can be made with individual teachers for unusual circumstances. Students on suspension are expected to have work completed upon their return to class. If students are absent for more than one day due to illness, parents may request prior to 10 a.m. to pick up assignments after 4:00 p.m.

Students whose absences are approved shall make up the work missed and receive full credit for the missed school work, within the guidelines set forth above. It shall be the responsibility of the student to initiate a meeting with teachers to establish a plan to handle work missed during approved absences. Student makeup work that falls after the end of the grading period or semester will then be referred to the incomplete grading policy.

Student Attendance Expectation #3–Be on time and present in assigned classes

Supporting Guidelines

Tardy Policy ~ Student tardies to school and/or class will be consequenced using a “tardy to school or class” reference. A tardy is defined as a student arriving in the classroom less than 10 minutes late. Students arriving 10 minutes or greater shall be considered absent.

Student Accountability ~ It is the responsibility of each student to make up assigned time in After-School Detention, with individual teachers and/or through approved in-school and/or community service projects (only by PRIOR arrangement with an administrator).

Failure to make up time can result in suspension of hallway privileges, suspension from activities, and suspension from school.

Accumulated time-owed will be capped at 400 minutes (the equivalent of three After School Detention sessions). Students accumulating 400 minutes will be required to attend the next ENTIRE After School Detention session *unless prior arrangements have been made with that student's grade-level administrator*. Failure to do so can result in ~~2-days~~ of Out-of-School Suspension for insubordination. A parent meeting will be scheduled with the grade-level administrator, and a contract will be created to resolve the matter of time-owed. Failure to complete the terms of the contract may result in placement in an alternative educational setting until the matter has been resolved. **See II-C After School Detention (ASD)**

IV-H Tardy to School (Period 1)

Students must sign in with the attendance secretary when they fail to report to school on time. Students will be allowed one (1) excused tardy before being assigned time as a consequence for tardiness, each quarter. A tardy is defined as a student arriving in the classroom less than 10 minutes late. Students will serve 30 minutes for each additional tardy. Excessive tardy arrivals to school will be handled by the administration.

IV-I Tardy to Class (other than Period 1)

Students are expected to be in their assigned classrooms when the bell signaling the beginning of the instructional period ends. Students are considered tardy at this point unless they have a signed pass from a teacher or an admit slip from the office. Students are considered tardy if they are up to 10 minutes late to class without a pass. Students who are more than 10 minutes late to class will be allowed to enter class with a pass from the office. Students will be assigned an appropriate consequence based on the frequency and/or severity of the offense.

IV-J School Response to Student Absences

All students are expected to attend school/class on a consistent basis. Students with unapproved absences will make up the time missed from school. When a student is deemed excessively absent or tardy from school the following intervention steps may be taken:

A	A collaborative team meeting or meetings between an administrator or designee to include one or more of the following: school counselor, school psychologist, social worker, and/or student advocate with the parent/guardian and the student.
B	Educational counseling to explore schedule/curriculum changes such as alternative educational programs to solve the excessive absenteeism problem.
C	Educational evaluation to assist in determining the specific condition(s) or barriers contributing to the excessive absenteeism problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
D	Investigation of the problem by a school social worker, counselor, and/or member of the administrative team to identify conditions contributing to the excessive absenteeism. If services for the student and the student's family are determined to be needed, the collaborative team shall meet with the parent/guardian and child to discuss any referral to appropriate agencies, e.g. Juvenile Services Attendance Monitor, Professional Partners, etc. to remedy the conditions.
E	If the student is absent more than twenty days per year, or the percentage equivalency, the administration may file a report with the county attorney of the county in which the student resides.

[Reference CPS Board Policy 503.04]

SECTION V ESTABLISHING A POSITIVE LEARNING EXPERIENCE

CHS Classroom Expectations

- 1. Arrive to class prepared and on-time.**
- 2. Use work time appropriately.**
- 3. Complete assigned tasks on time.**
- 4. Demonstrate respect for people and property.**
- 5. Respond appropriately to staff directives.**
- 6. Demonstrate academic proficiency.**

Classroom teachers are responsible for establishing a positive learning environment with the assistance of student assistance team facilitators, administrators, school counselors, school psychologists, and outside agencies when necessary. To maintain a quality-learning environment, students are expected to abide by the six (6) expectations listed above. Starting in the 2021-22 school year, during each semester teachers will report students' proficiency on the CHS Classroom Expectations 1-5, also known as Work Habits. The scoring chart is listed below.

Work Habits Scoring Chart
4.0 Exceeding - Every day with rare exceptions
3.0 Meeting - Consistently meets expectations
2.0 Progressing - Sometimes meets expectations
1.0 Beginning - Rarely meets expectations

Supporting Guidelines

V-A Classroom Behavioral Expectations

Teachers are to establish reasonable rules in their classrooms to assist them in maintaining a productive and safe environment for learning. Students are to follow these rules without complaint in a timely manner.

Classroom/Teacher Response

It is expected that all students at Columbus High School will perform according to the six academic and performance expectations listed above. If a student chooses to perform according to these goals, he/she will retain the freedom to interact with teachers and students under normal supervision. However, if a student chooses not to perform according to these basic expectations, he/she will be held accountable through a problem solving approach. The intensity of response is matched to the frequency of unacceptable performance. Through a defined problem solving approach and increased home-school interaction, our goal is to improve student performance both academically and behaviorally.

SECTION VI GENERAL INFORMATION

VI-A Activities – Dances/Socials

All organizations must have sponsors present. Events must be scheduled in the activities director's office. Arrangements must be made with the teacher whose room and facilities are to be used. All areas used for meetings or socials must be left in their original condition. Once a student leaves a school activity, he/she is not allowed to return. All students attending dances will be breathalyzed prior to admittance. The school has the right to check purses, coats, etc. for illegal/disruptive items. Behavior of non-CHS students (guests) is the responsibility of CHS partners.

School dances may start at different times but will be three (3) hours in length and not go past midnight.

A school-sponsored dance is a school activity subject to all provisions of the Student Activity Code and is a privilege available to students meeting all requirements for participation. Students must be in "good standing" and not on any type of social probation.

Social Probation: Students who owe more than 180 minutes (3 hours) of ASD time are considered to have lost their good standing status and are at that point on social probation. Students on social probation are ineligible to participate in CHS dances and social events. In order to return to good standing, the student will have to serve enough time to lower his/her time-owed to below 180 minutes prior to the cut-off of ticket sales for that particular dance. See II-C After-School Detention (ASD). Students who are alternatively placed, due to behavior reasons, in a setting outside of the regular school building/day, will be considered on social probation.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student Handbook, students attending dances shall adhere to the following rules of conduct:

1. Who can attend: Only students of Columbus High School and their guests may attend.
 - a. Students currently attending Columbus High School or another Nebraska high school and who have not been restricted from attending extracurricular activities at Columbus High School or their own school are generally considered appropriate dates or invited guests.
 - b. Approval of all guests at CHS dances is at administrative discretion. Students seeking approval of a guest over the age of 19 must appeal to CHS administration in person no fewer than 30 days prior to the dance. Middle school-aged students or younger are not considered to be appropriate age for Columbus High School dances.
 - c. CHS students who choose to bring non-CHS students as invited guests must fill out and return a "Guest Permission Form" by noon no fewer than 7 days prior to the dance.
 - i. It is the responsibility of the CHS student to make sure the following individuals sign the form: the invited guest, the guest's parent/guardian (if 18 or younger), and an administrator from the guest's school (if still in school). It is the responsibility of the CHS student to inform his/her guest of the dress code expectations and rules of the dance/school.
 - ii. The invited guest will not be admitted to the dance without a valid ID that verifies the guest's date-of-birth.
 - iii. A new Guest Permission Form must be completed for each dance. The forms DO NOT carry over from one dance to the next.
 - d. Prom will be restricted to Columbus High School junior and senior students and their invited guests.
 - e. Students who have been suspended from school or from extracurricular activities may not attend.
 - f. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
 - g. Students who have dropped out of Columbus High School and failed to enroll at another accredited public or private school are generally considered to be inappropriate guests and likely would not receive administrative approval.
 - h. Rules for dances restrict students and their guests from leaving the dance unless they sign out. Parent/guardian(s) may be contacted in the event that students leave within an hour of the start.
 - i. Appropriate style of dance is as follows: Couples should be facing each other, and at no time should one partner's legs end up between the other partner's legs. Grinding, straddling, thrusting, or bending a partner over is inappropriate. (See also III-I Display of Affection)
 - j. Students or their guests who engage in inappropriate behavior or dance, whether on or off of the dance floor, may face possible disciplinary action and will be asked to leave.
 - k. High school administration reserves the right to withhold the sale of tickets or attendance to dances due to unforeseen reasons.

2. Prohibited substances: Alcoholic beverages, illegal drugs, and tobacco/inhaled products are prohibited.
 - a. Anyone using these or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Law enforcement will be contacted.
 - b. Students and their dates will be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.
3. Appropriate attire: Students and their guests must meet the dress code requirements established for each dance. Building principals will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with a building principal or staff sponsor for the event if you are uncertain about your attire.

VI-B Activities - Meetings

Each Wednesday night is reserved for church activities. No meetings, practices, rehearsals, or programs are scheduled for this night without prior administrative approval.

VI-C Graduation and Seniors' Final Week

Students who have met the requirements for graduation as established by the board of education will be allowed to participate in the commencement proceedings provided they abide by the proceedings organized by the school district. It shall be the responsibility of the principal to solicit input from each graduating class regarding the proceedings for their commencement. Students opting out of participating in commencement will still be provided their transcript and diploma certifying the student's completion of high school. [CPS Board Policy 611.09]

Seniors must be passing all classes to qualify for check-out on the posted date for the senior's final day of classes. Seniors who fall short of this requirement will continue to attend classes through Friday of the final week of senior attendance. A student not in *good standing* may forfeit the opportunity to participate in the graduation ceremony.

VI-Ca

Graduation Ceremony Expectations

The Columbus High School graduation ceremony is a celebration of the tremendous accomplishments of the members of the graduating class. It is important that each graduate understand that while this is his/her big day, it is also a big day for hundreds of other CHS graduates. As the hosts of the ceremony, Columbus High School has set forth the following expectations for all members of the senior class opting to participate in this *optional event*:

- seniors must successfully complete all graduation requirements during their final semester
- senior students must have served all disciplinary and attendance minutes prior to that senior's last day of attendance
- all fines and fees must be settled through the CHS office prior to the seniors' last day of attendance
- all student devices, class equipment and athletic or extra-curricular uniforms must be returned prior to the seniors' last day of attendance
- proper attire for the ceremony should be formal in nature. Students should dress in proper attire to symbolize the importance of the graduation ceremony with appropriate footwear, pants, shirts, and dresses.
- no possession or use of a cell phone during the ceremony will be permitted
- no messages or symbolism will be permitted on the mortar boards (hats)
- only honorary adornments *provided by Columbus High School* will be permitted to be worn by graduates (e.g. honor cords, NHS medals, etc.)
- leis, stoles (other than the official CHS graduating class stole) and other visible adornments *will not be permitted* to be worn by any member of the graduating class
- behavior during the ceremony should reflect the highest standards of Columbus High School student respect and responsibility
- students who fail to meet the behavioral expectations by drawing undue attention to themselves or their actions during the ceremony *may have their diploma held* at administrative discretion, until appropriate consequences have been served
- Seniors who have completed their graduation requirements in an alternative setting will not be eligible to walk in the graduation ceremony.

VI-Cb Graduation – Mid Term

A student who wishes to graduate from high school in less time than the ordinary eight (8) semesters may request permission to complete graduation requirements on an alternate schedule. The student and parent/guardian will consult with the grade level counselor to develop a graduation plan. The student's intent to accomplish this shall be stated in writing to the school counselor along with a letter of support submitted by the student's parent/guardian at the time of the request. The request letters are to be submitted no later than 2 weeks after the start of the seventh (7) semester or the date put forth by the district.

A student who graduates early must complete all graduation requirements established by the Board of Education. The student who chooses early graduation will be allowed to participate in prom, Honors Night, and graduation unless they choose to receive their diploma upon completion of the seventh (7) semester. For all other school activities, the early-out graduate will be treated as a graduated student unless given special permission by CHS administration. [CPS Board Policy 611.08]

VI-D Fees, Fines and Charges [CPS Board Policy 505.04]

Students may be assessed fines, charges, or fees for damage beyond normal wear to the materials needed in a course, for overdue school materials, for participating in or attendance at extracurricular activities, or for misuse of school property. Charges not to exceed the actual cost of materials may be assessed for projects, which become the property of the students following completion. Any fines/fees or charges will be set prior to the start of the school year.

Class Fees: Each August during orientation, Columbus High students will be charged a class fee as shown below:

- Students in Grades 9 and 10 will be charged a \$5.00 fee.
- Students in Grade 11 will be charged a \$7.00 fee.
- Students in Grade 12 will be charged a \$10.00 fee.

Fees collected annually from students in August during orientation will be used to defray costs associated with providing students with the monthly school newspaper, yearbook class pictures, senior specialty pages, prom, and graduation.

VI-E Fundraising

All fundraising projects must first be approved by the activities director. Each group wishing to raise funds will be permitted two per year (one per semester). Charitable giving campaigns for non-school purposes must be approved by the Board of Education in September or January of the current school year.

VI-F Grade Classification/Grades/Records

At the high school level, credits toward graduation are based on attendance and grades. Grade classification will be based on the following minimum credit requirements:

Grade 10 status	60 credits
Grade 11 status	120 credits
Grade 12 status	180 credits

Daily grades may be recorded in percentages or on an *A* to *F* scale. Semester grades will be recorded on an *A* to *F* basis. Within the credits required for graduation, there are 160 required credits that all Nebraska students must successfully complete. Students wanting to participate in NSAA sanctioned, varsity activities must earn a minimum of 20 credits to be eligible to participate in the next semester's activities. Students may be allowed to participate in non-varsity level activities and will be handled on a case by case basis based on their current semester academic standing.

A+	=	98	-	100%
A	=	90	-	97%
B+	=	87	-	89%
B	=	80	-	86%
C+	=	77	-	79%
C	=	70	-	76%
D+	=	67	-	69%
D	=	60	-	66%
F	=	Below 60%		
WP = Withdraw Passing				

WF = Withdraw Failing
INC = Incomplete

VI-G Class Ranking and Grade Point Average

The student's official high school grade point average (GPA) is based on a minimum of eight (8) semesters of studies in order to allow students sufficient opportunity for demonstrating achievement.

Temporary GPA calculations are used in determining Top 10% for recognition annually by the Board of Education and are sent to colleges requesting information for admission.

Students approved and who complete early graduation requirements will receive their official GPA based on seven (7) completed semesters. [CPS Board Policy 611.06]

VI-H Grade Point Average (GPA)

A cumulative grade point average and class rank will be determined at the end of each semester. All weighted grade courses will be included. Advanced Placement and Honors courses will be the only courses to receive weighted grade status. Dual credit courses use the unweighted grade point average.

Regular Courses (Unweighted)				Weighted Grade Courses			
A+	=	4.0	98 - 100%	A+	=	5.0	98 - 100%
A	=	4.0	90 - 97%	A	=	5.0	90 - 97%
B+	=	3.0	87 - 89%	B+	=	4.0	87 - 89%
B	=	3.0	80 - 86%	B	=	4.0	80 - 86%
C+	=	2.0	77 - 79%	C+	=	3.0	77 - 79%
C	=	2.0	70 - 76%	C	=	3.0	70 - 76%
D+	=	1.0	67 - 69%	D+	=	1.0	67 - 69%
D	=	1.0	60 - 66%	D	=	1.0	60 - 66%
F	=	0.0	Below 60%	F	=	0.0	Below 60%

INCOMPLETE GRADES			
Incomplete grades are assigned in cases in which the student's work is incomplete at the end of the grading period. This may be the result of absence caused by illness or other excused reasons.			
Students are reminded that incomplete grades received must be made up within a period of ten (10) school days of the close of the grading period. Incompletes are changed to an "F" after this time. Staff may use incompletes as conditional grades at the end of the first semester when a student's work is judged below passing but the instructor feels that credit may be earned if the student produces a passing grade in the second semester with the principal's permission.			
Any student who has received an "Incomplete" grade during the Semester 1 grading period must have the "I" removed within ten (10) school days following the start of Semester 2 classes. The subject teacher is to issue a failing grade for only the work not completed and then compute the grade for the grading period. Any "Incomplete" on the end of the year report card must be changed within ten (10) days of the last day of school. It is the teacher's responsibility to finalize the incomplete grade during the ten (10) day grace period. Any extenuating circumstances are to be shared with the grade level administrator for approval of an extension to the deadline date.			

VI-I Grades – Transcripts – Transferring out of District

Students transferring to other schools or institutions outside of the Columbus High School are to report to the counseling office to get the necessary paperwork. Students must properly check out of school, return all books, computer,

case and charger, and all instructional materials, and pay all fines. Additional fines will be assessed for books and materials not returned. All fines are to be paid in full before transcripts and student records will be released to other institutions, students, parent(s)/guardian(s), or other sources requesting them.

VI-J Grades - Honor Roll

Honor roll is computed at the end of each semester.

A Honor Roll 4.0 or higher

B Honor Roll 3.5 or better with no grade below *B*

Students in the top 10% of their class are recognized in the spring by the Board of Education. Students must be enrolled in 20 credits per semester to be eligible for Honor Roll.

VI-K National Honor Society

Eligibility Requirements for National Honor Society

Students in Grades 10, 11, and 12 who have achieved a 3.5 cumulative grade point average are eligible to apply for membership to the Discoverer Chapter of the National Honor Society. Selection to National Honor Society is based on scholarship, leadership, service, and character by a vote of the Faculty Council, appointed annually by the building principal. Application information will be mailed to qualifying students on or before September 30th of each year. All applications must be completed in their entirety and submitted by the fall deadline to be considered for membership. New members will be provided with a written list of chapter obligations. Membership to the Discoverer Chapter of National Honor Society is continuous as long as members adhere to chapter's standards and remain in good standing throughout their high school career.

Good Standing, Discipline and Dismissal Due Process Guidelines

Chapter advisors will periodically review member performance and academic record for compliance and fulfillment of chapter obligations as described in the chapter bylaws. Should a member's conduct be in violation of chapter guidelines, it is the responsibility of the chapter advisor to inform the member in writing of the nature of the violation, the time period given for improvement, and a warning of the possible consequences for non-resolution of the deficiency. The student, advisor, parent, and administrator will follow up the letter with a conference. If the student does not satisfactorily make improvement in the specified time period, that student is subject to disciplinary measures considered appropriate by the Faculty Council. The Faculty Council can elect to place the member on inactive status (sometimes referred to as suspension or probation), during which time the member is considered to be "not in good standing" with the chapter, although technically the member still retains his/her NHS membership.

A member is never dismissed automatically from NHS for failing to maintain standards, not meeting member obligations, or even being found guilty of violating school rules or the law. In the case of a flagrant violation of school rules or the law, the Faculty Council may conduct a dismissal hearing. Prior to any vote on dismissal, the Faculty Council will investigate thoroughly before any action is taken.

Graduation Ceremony Recognition

To be recognized as a member of the Discoverer Chapter of National Honor Society at graduation, seniors must be active members in good standing. Generally, the phrase "in good standing" means that the member is maintaining the standards by which he or she was selected, has fulfilled or is fulfilling all obligations of membership including applicable dues, meeting attendance requirements, service obligations, etc., and has not gotten into trouble where school rules or the law are concerned. Eligibility for acknowledgement at graduation will be confirmed by April 15th of each year by the chapter advisor to the building principal. National Honor Society seniors in good standing will have their names published in the graduation program and wear a NHS medallion at the graduation ceremony.

VI-L Student ID

All students need to display a current, intact CHS student ID card for lunch, checking out materials in the IMC, and for the purpose of identification. All students must identify themselves with their ID card when requested to do so. Failure to comply is insubordination. Students will be issued their first card free of charge. Duplicate IDs may be obtained in the main office for a \$5 replacement fee.

VI-M Instructional Media Center

Fines for overdue books will be assessed at the rate of 10 cents per day. A day is counted at 3:45 p.m. each school day. Assessment for lost materials will be based on the cost of the replacement. IMC hours will be posted outside of the entrance on a daily basis.

VI-N Lost and Found

All lost and found articles should be taken to and claimed in the main office.

VI-O Lunch Procedures

Students must use their intact student ID with barcode as they go through the lunch line. Students who do not have their student ID card must report to the end of the serving line. Students may deposit money into their account before school, during lunch periods or by using the online option.

The Columbus Public Schools requests that no student may bring in or have delivered commercially prepared food (e.g., McDonald's, Burger King, Subway, Pizza Hut, Taco John's, etc.) Students may bring an appropriate sack lunch prepared at home. Any student requiring a special medical diet can bring a sack lunch prepared at home and gain permission to use school refrigeration for cooling purposes. Students are responsible for maintaining a clean cafeteria environment including their immediate table area. Breakfast is served daily from 7:00 to 8:00 a.m. in the cafeteria.

Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to the USDA by one of these methods:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
2. Fax: (202) 690-7442
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

VI-Oa Cafeteria Guidelines – Student Responsibilities

1. Sit properly at your table, using acceptable table manners.
2. Handle food and drink appropriately.
3. A maximum of eight (8) chairs/students at each round table and four (4) chairs/students at each square table are allowed.
4. Return chairs to the "in" position at the end of the breakfast or lunch period.
5. School rules for student conduct apply during the breakfast or lunch period.
6. Maintain order and cleanliness around your table area.
7. Respect the space of those around you. This includes avoiding loud talking and physical and/or verbal acts of aggression.
8. Clean up after yourself. Dispose of food and paper at the tray return area.
9. Students requesting restroom privileges are to use the restroom by the main office.
10. Students may spend only one period in the lunchroom each day.

Students who fail to abide by the designated cafeteria guidelines and student responsibilities may forfeit their right to dine in the cafeteria with their peers at administrative discretion.

VI-Ob CPS Unpaid Meal Policy

The purpose of this policy is to establish limitations on the number of breakfasts or lunches a student may receive when the account balance is not sufficient to cover those costs, to provide for alternate meals to be served to students when account balances reach certain limits, and to protect the District from such unpaid financial obligations.

Families are encouraged to keep account balances in the positive at all times. Deposits are accepted at each school building and at the Administration Building. Deposits may be made by cash or check or online through your family Wordware account. Account balances may be obtained through the parent access portal in Synergy. If online access is not available, the District Food Service office may be contacted at (402) 563-7000.

Each day that a student eligible for reduced price or paid meals brings the actual amount of the cost of the meal, that student will be provided a breakfast and/or lunch, and the amount received will be applied to the cost of that meal rather than to reduce a prior negative balance.

In the event that a student's account balance reaches -\$15.00, the student will be offered an alternate meal meeting

reimbursable requirements of the USDA school nutrition program. The District will also provide the necessary forms for the student's parent or guardian to apply for free or reduced price meals. Such benefits may be applied for at any time during the school year.

To the extent possible, all actions pertaining to students with negative account balances will be handled as confidentially as possible. Communications regarding account balance concerns will be provided by text, phone, and e-mail through the family Wordware account. Communication in writing by assigned District personnel will only be done at the end of the semester. It is the parent's (or guardian's) responsibility to create a Wordware account and maintain a positive family balance in their account. Students will not be used as couriers of such information.

This policy shall be provided in writing on an annual basis to students and parents through the District website and also in the annual back to school mailing and in school handbooks. The policy shall also be provided in writing to households transferring into the District during the school year. It shall also be provided to school administrators and others charged with the enforcement of this policy.

This policy shall be reviewed and adopted on an annual basis. [CPS Board Policy 802.06]

Columbus Public Schools strongly encourages all families to complete the free and reduced meal application through Wordware (an online application that also has family balance, payment, and meals charged information) since that information is used to determine eligibility and costs for several student programs. Free and reduced data is also a factor in determining state aid for the District.

Students who receive free or reduced meals and take a qualifying meal at breakfast and lunch receive it free or at a reduced cost. Ala carte and other additional items not part of the reimbursable meal will be charged at their regular cost.

All costs incurred by a student prior to being approved or additional meal item charges are to be paid promptly every month. Payments can be made online through Wordware.

For information on accessing your Wordware account or assistance with the Free and Reduced application process please contact the Administration Building at 402-563-7000.

CIVIL RIGHTS

1. School Food Authorities (SFAs) participating in the National School Lunch Program, School Breakfast Program, After School Snack Program or Special Milk Program must include the nondiscrimination statement in their student handbook in the section that addresses access to or information about the school meals program. It must also be included on the school's web site if school meal information is available.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

If the material is too small to permit the full statement to be included, the material will at a minimum include this statement, in print no smaller than the text: "This institution is an equal opportunity provider."

2. The USDA "And Justice for All" poster must be displayed at each feeding site in a location that is visible to students during meal service.
3. Provide appropriate translations of materials concerning the availability and nutritional benefits of the school meals program, as needed. This requirement can be met through the use of bilingual staff members, volunteers and/or informational materials in appropriate languages.
4. Follow this procedure for Accepting and Filing Complaints of Discrimination in the School Meals Program
 - RIGHT TO FILE A COMPLAINT: Any person alleging discrimination based on race, color, national origin, sex, age or disability has a right to file a complaint within 180 days of the alleged discriminatory action.
 - ACCEPTANCE: All complaints, written or verbal, shall be accepted by the School Food Authority

VI-Oc Closed-campus Lunch

All students are required to eat lunch at school. All food is to be consumed in the cafeteria. Areas of the building and grounds open to students during lunch periods are the cafeteria and restrooms closest to the cafeteria. All other areas are off limits to students during the lunch periods. No restaurant prepared food may be delivered for the purpose of consumption during a CHS lunch period.

VI-P Passes

Students in the hall during the instructional period must have ~~a signed orange pass~~ an approved e-hall pass from a staff member and must be wearing their ~~student ID~~ classroom lanyard pass. Students who fail to comply with this rule will have their pass privileges suspended for an amount of time based on frequency and severity of the offense. Administration may place limits on the number of students allowed in certain areas of the building (ex: restrooms, IMC) at any given time. **Unless for a medical emergency and/or an issue of safety, all student pass privileges will not be permitted during the first and last 10 minutes of each instructional period.**

VI-Pa Passes to the Nurse

During the instructional day, **which includes lunch, homeroom, and individual study periods**, students are not allowed in the nurse's office unless first receiving ~~a signed pass from a staff member~~ an approved pass. Students will be allowed to sign out to the nurse's office, at teacher discretion, only for medical, emergency and/or health related needs. If a student has a chronic medical condition (diabetes, asthma, hypoglycemia, etc.) a Red Pass can be obtained from the nurse with administrative approval to permit the student immediate access to the nurse, if medically necessary.

Students who have a substitute teacher must receive permission from the nurse's office prior to receiving a pass to the nurse. The substitute teacher will phone the nurse's office before the student is permitted to leave the classroom. Δ student with a Red Pass will be permitted to leave for the nurse's office immediately.

VI-Q Care of Building

Every attempt has been made to provide Columbus High students with an attractive, secure learning environment. The care and protection of our building and its furnishings are essential to its quality appearance.

Posters must be approved by the administration before being placed in the building. The group displaying the posters should remove the poster the first day of school following the advertised event. Three commercial flyers are permitted per event with the approval of an administrator in designated community announcement areas. Office officials will hang these flyers. Posters or displays should not be taped or posted on painted or varnished surfaces. Students must use the appropriate white board surfaces available for displays.

It is the responsibility of all students to keep the school and its grounds clean and attractive. Students who deliberately create a mess will be held responsible by administrative disciplinary action, restitution for damages, and clean-up cost.

VI-R Schedule - Class Loads

Underclassmen must have the equivalent of 7 periods of classes each semester, unless administratively approved. Seniors may be scheduled for late start or early dismissal if the following required qualifications are met:

- The student must have 12th grade credit standing.
- The student must be enrolled in enough classes to cover graduation requirements. This could not include correspondence courses.
- To be eligible, the student must have earned a 2.5 (or better) GPA in the previous semester or a cumulative GPA of 3.0.
- The student must not have failed a class the previous semester.
- The student must submit a parent permission form to guidance before the first full day of classes in August or January. Due to scheduling issues, late forms cannot be accepted. Parent signatures will be verified through a telephone call.

VI-S Schedule Changes – Prior to the Start of School

The last opportunity to make any schedule changes for the 1st semester will be made during the first three days of classes. Students who make changes during those three days may, at the teacher's discretion, have to make up work for the new course. Any schedule change will require parental approval. Students are expected to accept responsibility for their decisions and remain accountable for these decisions. Any exceptions to this time frame must have school counselor AND administrative approval.

Because of all the complexities of the scheduling process, the following guidelines have been devised for making schedule changes:

- New students will be scheduled before any existing schedule is changed.
- Student needs will be met as mandated by their IEPs and/or Section 504 Plans, if applicable. The needs of these students will be monitored and reviewed.

- Freshmen and sophomore schedule changes will be considered only after juniors and seniors. The counselors will check teacher-student loads before adding students to classes.
- **No lunch or study hall changes will be made except for internships or by administrative request.**
- Extenuating circumstances must be present for an administrative request to occur.

VI-Sa Schedule Changes – After School Starts

Schedule Change Form REQUIRED:

Registration in the spring determines the classes and number of sections that are offered during the next school year. As a result, students who select year-long classes at registration will have to continue in those classes unless their first semester coursework resulted in a failing grade and/or their teacher recommends a schedule change. Students failing a semester of a year-long course must have done the following for a schedule change to occur:

- 1) met with the teacher to develop a corrective plan of assistance;
- 2) followed the plan of assistance;
- 3) attended a conference which included the teacher, counselor, and parent; and
- 4) completed all assignments, quizzes, and tests to the best of their ability.

With courses that contain varying levels (e.g. Accelerated Algebra II and Algebra II), students cannot move to an easier level if they have maintained a B or higher-grade average. Students who have a grade average lower than a B must have done the following for a schedule change to occur:

- 1) met with the teacher to develop a corrective plan of assistance;
- 2) followed the plan of assistance;
- 3) attended a conference which included the teacher, counselor, and parent; and
- 4) completed all assignments, quizzes, and tests to the best of their ability.

If a student continues to have difficulty after these interventions have occurred, the student will be allowed to move to an easier level of coursework. Exceptions to these procedures will only be considered if extenuating circumstances are evident.

Students who request to drop a year-long elective class, including the fourth year of math or science, but are not failing must have filled out a schedule change request by the course mid-point. In the request, the student must indicate why he/she wants to change the class. The teacher will have to indicate the current grade, level of effort, and/or any behavior issues. The counselors will review the schedule change requests with the appropriate administrator and see that there is space in the new class. Independent Study and requests to be a teacher aide are NOT options for dropping a class. The counselors will also contact parents regarding these requests.

VI-Sb Schedule Changes – Administrative

Students who drop a class due to academic or behavior issues will be assigned In-class Suspension and will receive a WP (withdrawn passing) or WF (withdrawn failing) as determined by the administrator. The withdrawal grade will appear on the transcript as a semester grade but will not be used to compute the student's GPA.

VI-T School Resource Officer

Columbus Public Schools will have the services of a School Resource Officer during school hours. Columbus High School works closely with the officers of the court and will use the School Resource Officer in matters relative to federal, state, and local violations. The School Resource Officer and police/sheriff's officers are allowed to interview students during the school day in the presence of a school official. Diversion, trackers, probation and parole officers are also in regular contact with school officials.

VI-U Visitors

Students may not bring visitors with them to classes during the regular school day. All other visitors to the building must have approval from a building administrator to remain in the building. All visitors to the building must check in at the front office and wear a visible visitor badge.

VI-V Parent/Guardian Involvement and Participation

- The Parent/Guardian and Student Handbook shall include Policy 1005.02 and provide parents/guardians with the information as to when and how they can access instructional materials.
- The Parent/Guardian and Student Handbook shall be mailed to the home sent home with students. If sent home with students, parents/guardians shall return to the school a signed form indicating that they have received the Parent/Guardian and Student Handbook.
- Parent/guardian permission is required for out-of-town field trips. Parent/guardian notification is required for in-town field trips. See also Policy 607.05.
- The Parent/Guardian and Student Handbook shall include an invitation to parents/guardians to attend and monitor instructional activities.

- Administrators shall notify parents/guardians in advance of special activities, such as assemblies, unless time does not permit.
- If a principal denies a parent's/guardian's request to attend and monitor instructional and/or special activities, the principal shall notify the parent/guardian of his/her rights of appeal as described in this regulation. Also, a full report including, but not limited to, the circumstances and rationale for the denial shall be sent to the Superintendent.
- Administrators shall notify parents/guardians if a substitute teacher will teach their child for four or more weeks.
- Administrators shall have available for parent/guardian access and review the curriculum, instructional materials, and school climate surveys used in their schools.
- Administrators shall provide additional opportunities for parents/guardians to review the materials listed above. Parents/guardians shall be notified in advance of such opportunities. Administrators shall take advantage of these opportunities to inform parents/guardians of how they can be more involved in the schools by contacting school staff and/or the Volunteer Coordinator at the Administration Building.
- Parents/guardians may obtain copies of curriculum for review by checking them out from the professional library located at the Administration Building. Parents/guardians may obtain a personal copy of materials at their own expense.
- Parents/guardians shall be notified in the Parent/Guardian and Student Handbook that lessons may be taught by a school counselor in the classroom setting. Lessons shall follow the district's curriculum.
- Parent/guardian permission is required for student participation in topical counseling groups or individual counseling sessions conducted by school counselors unless the student's safety is in question.
- Parents/guardians are encouraged to notify teachers if there are topics of concern to them. Teachers shall notify the parents/guardians in advance if these topics are to be used in planned lessons. The administrator shall be responsible for annually advising staff in August that there are subjects which may be sensitive or of concern to parents/guardians as part of classroom discussion. Such subjects which may arise that are not in the District curriculum may include, but are not limited to, death and dying; religious events and holidays; magic, witches, and sorcery. Teachers are also to be reminded by principals that any classroom discussion of a controversial topic should be in accordance with current Board Policy.
- Parents/guardians shall be notified in advance of family life instruction involving human sexuality (grades 5-12). Permission slips will be included with the notification. If the notification is mailed to the home, the school shall require a parental/guardian response only if the parent/guardian does not give permission for the student to participate. If notification is sent home with the students, the school shall require a parent/guardian response indicating whether the student will or will not participate.
- If a parent/guardian has an objection to any instructional material or school experience, the school shall provide the parent/guardian with an appropriate form which may be used to express his or her objection. Forms and appeal procedures may be obtained from building secretaries.
- It shall be the responsibility of the administrator to notify parents/guardians in advance when their children will be taking standardized tests.
- It shall be the responsibility of the administrator to notify parents/guardians in advance of school sponsored surveys beyond the school climate surveys. If the notification is mailed to the home, the school shall require a parent/guardian response only if the parent/guardian does not give permission for the student to participate. If notification is sent home with the students, the school shall require a parent/guardian response indicating whether the student will or will not participate.
- The Board of Education shall hold an annual public hearing on Parent/guardian involvement and participation in accordance with the statute.

VI-W Non-school Sponsored Travel

On occasion, students have the opportunity to participate in trips outside the identified school calendar year that have an apparent connection to the District but which in fact are not school-sponsored. Some examples are (1) travel with a club sport team, even though the club team may be coached by our high school coach; (2) a band traveling to an out-of-state band contest that is arranged by a booster club; and (3) a world languages language teacher taking students abroad during the summer.

These opportunities are often worthwhile and beneficial to students. The message we want to make clear, however, is that these opportunities are not school-sponsored activities. All arrangements for such trips, including costs, travel, supervision, and safety are the responsibility of the group or person making the trip available to students. Columbus Public Schools has no responsibility for such trips. Anyone who is uncertain as to whether or not a particular opportunity is school-sponsored should contact the superintendent, building principal or activities director.

Every effort should be made to restrict summer travel to in-state camps and competitions. Special circumstances may arise where an event or opportunity for students is not offered within the state for certain activities. Under these circumstances, travel should be limited to regional travel that would include states that border Nebraska (i.e. Kansas, Iowa, South Dakota, and Colorado).

VI-X Social Media

In an effort to better inform parents and the community, Columbus Public Schools will be using social media to share information. Social media includes, but is not limited to, Facebook, Twitter, blogging, and podcasting. When posting information on social networks sites (such as Facebook), the District will only post group photos/videos with no names of students being used. If a student's name is used, there will be no photo. Students will not be allowed to post on any social media pages from the district. Social media will be monitored by each building principal and be used only with their approval.

VI-Y Concussions

FACTS FOR STUDENTS & ATHLETES

What is a concussion?

A concussion is a brain injury that:

- is caused by a bump, blow, or jolt to the head or body.
- can change the way your brain normally works.
- can occur during practices or games in any sport or recreational activity.
- can happen even if you haven't been knocked out.
- can be serious even if you've just been "dinged" or "had your bell rung."

All concussions are serious. A concussion can affect your ability to do schoolwork and other activities (such as playing video games, working on a computer, studying, driving, or exercising). Most people with a concussion get better, but it is important to give your brain time to heal.

What are the symptoms of a concussion?

You can't see a concussion, but you might notice one or more of the symptoms listed below or that you "don't feel right" soon after, a few days later, or even weeks after the injury.

- headache or "pressure" in head
- nausea or vomiting
- balance problems or dizziness
- double or blurry vision
- sensitivity to light or noise
- feeling sluggish, hazy, foggy, or groggy
- difficulty paying attention
- memory problems
- confusion

What should I do if I think I have a concussion?

- Tell your coaches and your parents. Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach right away if you think you have a concussion or if one of your teammates might have a concussion.
- Get a medical check-up. A doctor or other healthcare professional can tell if you have a concussion and when it is OK to return to play.
- Give yourself time to get better. If you have a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have another concussion. Repeated concussions can increase the time it takes for you to recover and may cause more damage to your brain. It is important to rest and not return to play until you get the OK from your health care professional that you are symptom-free.

How can I prevent a concussion?

Every sport is different, but there are steps you can take to protect yourself.

- Use the proper sports equipment, including personal protective equipment. In order for equipment to protect you, it must be the following;
 - the right equipment for the game, position, or activity
 - worn correctly and the correct size and fit
 - used every time you play or practice
- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.

If you think you have a concussion:

Don't hide it. Report it. Take time to recover. It's better to miss one game than the whole season.

For more information and to order additional materials free-of-charge, visit: www.cdc.gov/Concussion.

U.S. Department of Health and Human Services Centers for Disease Control and Prevention
2010

FACTS FOR PARENTS

Parents, if your teen reports one or more symptoms of concussion listed below, or if you notice the symptoms yourself, keep your teen out of play and seek medical attention right away.

Signs Observed by Parents or Guardians	Symptoms Reported by Student
• appears dazed or stunned • is confused about assignment or position • forgets an instruction • is unsure of game, score, or opponent • moves clumsily • answers questions slowly • loses consciousness (even briefly) • shows mood, behavior, or personality changes • can't recall events prior to hit or fall • can't recall events after hit or fall	• headache or "pressure" in head • nausea or vomiting • balance problems or dizziness • double or blurry vision • sensitivity to light or noise • feeling sluggish, hazy, foggy, or groggy • concentration or memory problems • confusion • just not "feeling right" or is "feeling down"

How can you help your teen prevent a concussion?

Every sport is different, but there are steps your teens can take to protect themselves from concussion and other injuries.

- Make sure they wear the right protective equipment for their activity. It should fit properly, be well maintained, and be worn consistently and correctly.
- Ensure that they follow their coach's rules for safety and the rules of the sport.
- Encourage them to practice good sportsmanship at all times.

What should you do if you think your teen has a concussion?

1. Keep your teen out of play. If your teen has a concussion, her/his brain needs time to heal. Don't let your teen return to play the day of the injury and until a healthcare professional, experienced in evaluating for concussion, says your teen is symptom-free and it's OK to return to play. A repeat concussion that occurs before the brain recovers from the first—usually within a short period of time (hours, days, or weeks)—can slow recovery or increase the likelihood of having long-term problems. In rare cases, repeat concussions can result in edema (brain swelling), permanent brain damage, and even death.
2. Seek medical attention right away. A health care professional experienced in evaluating for concussion will be able to decide how serious the concussion is and when it is safe for your teen to return to sports.
3. Teach your teen that it's not smart to play with a concussion. Rest is key after a concussion. Sometimes athletes wrongly believe that it shows strength and courage to play injured. Discourage others from pressuring injured athletes to play. Don't let your teen convince you that s/he's "just fine."
4. Tell all of your teen's coaches and the student's school nurse about ANY concussion. Coaches, school nurses, and other school staff should know if your teen has ever had a concussion. Your teen may need to limit activities while s/he is recovering from a concussion. Things such as studying, driving, working on a computer, playing video games, or exercising may cause concussion symptoms to reappear or get worse. Talk to your health care professional, as well as your teen's coaches, school nurses, and teachers. If needed, they can help adjust your teen's school activities during her/his recovery.

If you think your teen has a concussion:

Don't assess it yourself. Take him/her out of play.

Seek the advice of a healthcare professional.

It's better to miss one game than the whole season.

For more information and to order additional materials free-of-charge, visit: www.cdc.gov/Concussion.
U.S. Department of Health and Human Services Centers For Disease Control And Prevention. June 2010

SECTION VII

COLUMBUS PUBLIC SCHOOLS HS STUDENT ACCEPTABLE USE AGREEMENT

VII-A Lost-Missing-Stolen Device

If a parent or student determines that the student's device is lost, missing or stolen, please follow the appropriate procedure below:

While at school: Call or report to the High School Office (402-563-7050) if the CHS Technology Associate is in the building, the call will be transferred to the Technology Office who will then notify the CHS administration and CPS Network Administrator.

If the CHS Technology Associate is not in the building, the information will then be shared directly to the administration, CPS Network Administrator, and CPS Technology Associate.

Outside the school day: Call the CPS Technology Hotline at 402-563-7069.

When calling in to report a lost or stolen device, please be prepared to provide the following information (If after hours, please leave the information on the answering machine):

- Student's name
- Person's name making report
- Location where computer was when it went missing
- Contact number to be called back

*Parents: If you believe the computer is stolen, please contact the Police Department's non-emergency number 402-564-3201 immediately.

If at any point the computer is located, please contact CPS Technology Hotline (402-563-7069) and report it as "FOUND."

VII-B Receiving and Returning your Device

1. Receiving Your Device

Parent/Guardian Orientation (Required for all new students)

All parents/guardians and their student are required to sign the Columbus Public Schools Acceptable Use Agreement (AUA) before a device can be issued to their student.

Returning Students to CHS

Returning students should bring their fully charged Chromebook to school on the first day of classes.

Device Distribution / Transfer and New Students to CHS

Students and parents must sign the Acceptable Use Agreement (AUA) in order for a student to use a CPS issued device.

2. Returning Your Device

End of Year

Graduating seniors will turn in their clean, undamaged device, charger, and case.

Failure to turn in a device will result in the student's being charged the full replacement costs.

At the discretion of the superintendent, the district may also file a report of stolen property with the Columbus Police Department for any device and/or issued peripherals which are not returned.

Transferring/Withdrawing Students

Students who transfer out of or withdraw from the Columbus Public Schools must turn in their device and all peripheral items to the High School Technology Office on their last day of attendance as part of the high school check-out procedure (Pink Form).

Failure to turn in the device will result in the parent/guardian's being charged the full replacement costs for the device and peripherals. Unpaid fines and fees of students leaving the Columbus Public Schools may be turned over to a collection agency.

At the discretion of the superintendent, the district may also file a report of stolen property with the Columbus Police Department within 48 hours of the student's verified final day of attendance.

3. Equipment Repair and Replacement protection plan

Columbus Public Schools highly recommends that families purchase the Damage Protection Plan prior to the deployment of the device to students. The cost is \$25.00 annually for each device. Each claim covered by the protection plan will be assessed with the district covering 85% of the repair cost and the student/parent/guardian covering 15% of the repair cost, on a per incident basis.

If a student withdraws from Columbus High School and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated.

Disclaimer: Recurring incidents of a similar nature that result in damage to the device will be reviewed and may not continue to be covered by the Damage Protection Plan.

4. Training

Students will receive regular training during the school year to address care and usage of the device as well as usage of Google Apps (Discoverer Accounts).

Regular digital citizenship training will also be provided to address respectful, responsible, and ethical use of the Internet and digital tools.

VII-C Taking Care of Your Device

1. Responsibility [See Section III-W Damage of School or Private Property]

Students are responsible for the general care of the device they have been issued by the school. Devices that are broken or fail to work properly must be taken to the CHS Technology Office. If a loaner Chromebook is needed, one will be issued to the student if available.

- Use the CPS Technology Hotline to report a lost/stolen device: 402-563-7069.
- It is recommended that you keep your Chromebook clean.
 - Approved cleaning supplies and appropriate procedures are available in the high school media center.
- Keep food and drink away from your device while it is in use.
- Cords, cables, and removable storage devices must be inserted carefully into the device.
- Never carry your device while the screen is open.
- Keep pets away from your device and peripherals.
- Student devices must remain free of any writing, drawing, and inappropriate stickers, or labels. See guidelines on “Personalizing the Device” on the next page.
- Devices will be examined for cleanliness and wear at the time of check in.
- It is recommended that your device be shut down when not in use to conserve battery life.
- Shoving your device into a locker or wedging it into a book bag may damage the screen. The device should always be placed in a bookbag or backpack that has a specific pouch designed to protect digital devices.
- Heavy objects should never be placed on top of your student device.
- Exposing your student device to extreme hot or cold temperatures or direct sunlight for extended periods of time may cause damage to the device.
 - DO NOT leave the device in a vehicle overnight or over prolonged periods of hot or cold temperatures.
 - We recommend that you bring your device to room temperature prior to turning it on.
- Leaving your device unattended or unsecured could result in damage or theft for which you will be liable.

2. Device Protection

Each student will provide his/her own bag for his/her device. It should be used whenever the device is being transported or not in use.

The CPS-issued hard shell plastic covers must be in place on a student device for the damage protection plan to be considered in force.

3. Carrying Your Device

Always transport your device with care and in a manner that protects the device from damage.

- Never lift or carry your device by the screen.
- Never carry your device with the screen open.

4. Screen Care

The device screen can be easily damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.

- Do not put pressure on the top of the device when it is closed.
- Do not store a device with the screen open.
- Make sure there is nothing on the keyboard before closing the screen (e.g. pens, pencils, or disks).
- Clean the screen only with a soft, dry microfiber cloth or anti-static cloth.
 - Appropriate cleaning supplies are located at the IMC cleaning station.

VII-D Using Your Device

Students are expected to bring a fully charged device to school every day and bring their device to all classes unless specifically advised not to do so by their teacher.

1. Device Being Repaired

- A loaner device may be issued to students when they leave their school-issued device for repair.
- A student borrowing a device will be responsible for any damage to, or loss of, the loaned device.
- A device on loan to a student having his/her device repaired must be checked out and checked in daily at the technology counter located in the IMC. If student/parent agrees to assume responsibility for a second device, the student may take the loaner computer from the building. (A signed checkout document is required.)
- Students will be contacted when their device is ready for pick-up from the CHS Technology Office.
- During holiday or spring breaks, students may contact the high school main office to arrange for assistance regarding their device.

2. Charging the Device

- The device should be brought to school each day with a full charge.
- Students should charge their device at home every evening.
- A complimentary charging station with power adapter is available to students in the High School IMC on a first-come-first-served basis.
- Students may also charge their device before school in the cafeteria at the counter.

3. Personalizing the Device

- Appropriate personalization will be permitted. Personalization of your device must adhere to the symbolic expression guideline as stated in Section I-J of the student handbook.
- Students may add school appropriate music, photos, and videos to their device. Columbus Public Schools reserves the right to limit and/or deny access to any non-educational application or file found on the device.
- Concerns regarding compliance with technology guidelines may result in spot checks of the device by teachers, administrators and/or technology support staff at any time.

4. Sound

- Sound must be muted at all times unless permission is obtained from a teacher
- Headphones/earbuds may be used at the discretion of the classroom teacher.

5. Logging into the Device

- Students will log into their Chromebook using their school-issued student ID.
- Students are not to share their account passwords with anyone other than their parent/guardian.
- In the event of a compromised account, the Columbus Public Schools Technology Department reserves the right to disable a student's account.

6. Using Your Device Outside of School

- Students are encouraged to use their device at home and other locations outside of school.
- A WiFi Internet connection will be necessary for device use; however, some applications can be used while not connected to the Internet.
- Students are bound by the Columbus Public Schools Use of Technology Policy, the Columbus High School Student Handbook, and this Acceptable Use Agreement (AUA).

VII-E Operating System and Security

Students may not use or install any operating system on their device other than the current version of Chrome OS that is supported and managed by the district.

1. No Expectation of Privacy

- Neither students nor their parents have any expectation of confidentiality or privacy with respect to any usage of a district device, regardless of whether that use is for District-related or personal purposes, other than as specifically provided by law. By using a District-provided device, students agree to such access, monitoring, and recording of their use.
- The District may, without prior notice or consent, log into, supervise, access, view, monitor, and record use of the student device at any time for any reason. By using a District-provided device, students agree to such access, monitoring, and recording of their use.

2. Monitoring Software

- Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on any student device. This software is designed to help students stay engaged and for teachers to provide guidance within the lessons. This software is not available outside of the classroom.

3. Updates

- Updating the device Operating System will be handled by District Tech via our software management system. Updating of the device will be done at the district level.

4. Virus Protection

- There is no need for additional virus protection on the current district device - Google Chromebook.

5. Content Filter

- The District utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks, regardless of physical location (in or out of school), will have all Internet activity protected and monitored by the district. When a student comes across a website that is blocked in school, it will most likely be blocked out of school.

- If an educationally valuable site is blocked, students should contact the classroom teacher or media specialist who will, in turn, submit a Helpdesk ticket to request the site be unblocked.

6. Inspection

- Students may be selected at random to provide their device for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate content being carried into the school.

VII-F Software on Your Device

1. Originally Installed Software

- Chromebook software is delivered via the Chrome management console and web store. These are web-based applications that do not require installation space on a hard drive. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.
- All Chromebooks are supplied with the latest version of Chrome (OS) and other applications useful in an educational environment. District Technology staff will periodically install updates when the computer is idle or restarted.

2. Google Apps for Education (Discoverer Accounts)

- Chromebooks integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, Gmail, Groups and Blogger. All work is stored within Google Drive.
- Google accounts not in our @discoverers.org domain will not be able to sign into the device. (Example gmail.com accounts)

VII-G Repairing or Replacing Your Device

Technical Support

All Chromebooks in need of repair must be brought to the Columbus High School Technology Office as soon as possible.

1. Vendor Warranty

- The device includes a three-year hardware warranty from the vendor.
- The vendor warrants the Chromebook from defects in materials and workmanship.
- The limited warranty covers normal use, mechanical breakdown, and faulty construction. The vendor will provide normal replacement parts necessary to repair the device or, if required, a device replacement.
- The vendor warranty does not warrant against damage caused by misuse, abuse, or accidents.
- All repair or warranty work must be performed through the CHS Technology Office.
 - Estimated Costs (See Appendix A)

2. Accidental Damage Protection

- Columbus Public Schools strongly encourages families to purchase the damage protection plan prior to the deployment of the device to your child. The cost is \$25.00 annually for each student device. Each claim covered by the protection plan will be assessed on a per incident basis during the current school year at a rate of 85% liability to the district and 15% liability to the student.
- The Columbus Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined in the Columbus High School Student Handbook.
- Columbus Public Schools will assess device damage and repair or replace the device if the damage is determined to be accidental and within the protection guidelines. The damage protection plan does not cover for loss of the device and/or its accessories or damages caused by misuse and abuse.
- Due to the changing of prices for parts for repairs, a parent may request a written estimate prior to the device being fixed.
- **Parents/Students will be charged for the full replacement cost of a device that has been damaged due to misuse or abuse as determined by the certified technicians.**

3. Chromebook Technical Support

- The CHS Technology Office will be the first point of contact for repair/troubleshooting of the device.
- Services provided include:
 - password recovery
 - user account support
 - coordination of warranty repair
 - distribution of replacement device
 - hardware maintenance and repair
 - restoring the device to factory default
 - OS updates

VII-H Safe and Acceptable Use of Your Device

1. Appropriate Uses and Digital Citizenship

- School-issued devices should be used for educational purposes, and students are to adhere to this Acceptable Use Agreement (AUA) and all of its corresponding administrative procedures at all times.
- Students may be required to annually pass Digital Literacy curriculum. Violations of the Acceptable Use Agreement (AUA) may result in Internet use privileges being revoked or restricted until the student recertifies through the digital literacy.
- While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following guidelines:
 - **Respect yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
 - **Protect yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
 - **Respect others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites; I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
 - **Protect others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
 - **Respect intellectual property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
 - **Protect intellectual property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

2. Columbus Public Schools Internet Use, Safety, and Computer Use Policy

- Columbus Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district network.
- The administration reserves the right to refuse access to the Internet by Columbus Public Schools to anyone when it deems it necessary in the public interest.
- The school district's Internet access and all school-issued technology are considered "school grounds" under the Nebraska Student Discipline Act and all other provisions of state and federal law.

3. Compliance with the Law and Use of Computers / Internet [See Section III-K Academic Dishonesty (Cheating)]

- Students using the Internet will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and expectations for student and parent privacy.
- Students at Columbus Public Schools shall receive instruction in Internet safety. This curriculum will include material related to appropriate access to the Internet by minors, appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.
- A copy of the scope and sequence or other outline of the Internet Safety Curriculum may be found in the district Curriculum Office and each school media center.

4. Access to the Internet by Minors (individuals under the age of 18) or Adults (or individuals over the age of 18) [See Section III-V Computers / Technology Integration & Internet Use]

- Minors or adults shall:
 - not access or transmit materials that is considered obscene, pornography, harmful to minors, or otherwise inappropriate for education and/or may be considered illegal activity.
 - not use Columbus Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
 - not engage in any illegal activities on the Internet.
 - only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Columbus Public Schools-related assignment or activity.

- not attempt to override or bypass any protection measure that has been put in place by Columbus Public Schools to block and/or filter access to Internet sites that are not in accordance with policies of Columbus Public Schools.
 - not disclose personal identification information on the Internet.
- 5. Policy Violations** [See Section III-V Computers / Technology Integration & Internet Use]
- Any violation of this policy may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Columbus Public Schools, including applicable state and federal laws.
 - Details and definitions of the full Columbus Public Schools Acceptable Use Policy 504.09 & 606.06 can be reviewed at any media center in the Columbus Public Schools or online at <http://columbuspublicschools.org>.
 - Students shall be granted permission to access the Internet under the direction of a teacher upon proof of completion of the digital literacy curriculum from an administrator or media specialist.
- 6. Acceptable Use** [See Section III-V Computers / Technology Integration & Internet Use]
- We believe that access to the Internet is an important educational resource for our students.
 - We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
 - We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
 - As a safety precaution, full names or addresses are not to be revealed online.
 - Computer and network resources have been provided for educational purposes; game playing and commercial uses are prohibited.
 - Sharing of individual accounts is prohibited.
 - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property.
 - Computers, files, and communications may be accessed and reviewed by district personnel and may be accessed by other computer users.
 - Chain letters and inter-relay chat are misuses of the system.
 - Vandalism or "hacking" of any kind is prohibited.
 - The security of the system and the rights of other users are to be respected at all times.
 - Students or staff knowingly violating the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Columbus Public Schools and/or civil authorities.
 - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
 - Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Columbus Public Schools harmless from any claims or damages arising from such use. Columbus Public School District makes no warranties for the information or the services provided.
- 7. Privacy and Safety** [See Section III-V Computers / Technology Integration & Internet Use]
- Do not go into any chat rooms or discussion pages other than those set up by your teacher or mandated in other distance education courses.
 - Do not open, use, or change computer files that do not belong to you.
 - Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
 - Remember that network storage is not guaranteed to be private or confidential. District administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
 - If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher, administrator and/or tech support staff immediately so that such sites can be blocked from further access.
- 8. Legal Propriety** [See Section III-K Academic Dishonesty (Cheating)]
- All students and staff must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask the Media Specialist or the Executive Director of Technology & Operations if you are in compliance with the law.
 - Plagiarism is a violation of the Columbus High School code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.
- 9. Email** [See Section III-V Computers / Technology Integration & Internet Use]
- Students' email access will be through a Google Gmail system managed by the Columbus Public Schools. This email system is monitored by the Columbus Public Schools Technology Department, and all messages sent or received through this system are archived and subject to filtering of inappropriate content.

- Always use appropriate language.
 - Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
 - Do not send mass emails, chain letters, or spam.
 - No private chatting during class is allowed without permission.
 - Email is subject to inspection at any time by school administration, parent/guardian or designee.
- 10. Discipline Consequences** [See Section III-V Computers / Technology Integration & Internet Use]
- The student whose name, system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the CHS Student Handbook or the Columbus Public School's Acceptable Use Policy will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
 - Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Columbus Public Schools Technology Department to ensure appropriate use. The Columbus Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.
 - As a response to chronic absenteeism or truancy (5 or more documented/consecutive days of truancy), the parent will be contacted to return the device to the principal's office. The student will be converted to daily check-out/check-in status through the remainder of the semester. If the student demonstrates improved and acceptable attendance through the remainder of the semester, the student's computer take-home status will be restored.

Appendix A CPS Chromebook Acceptable Use Agreement

The Columbus Public Schools Student Acceptable Use Agreement (AUA) is for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Columbus Public Schools regarding the use of computers and the Internet in the Columbus Public Schools. Your signature also states that you authorize Columbus Public Schools to create and utilize “cloud services” accounts that will be under the control of Columbus Public Schools but which reside elsewhere on the Internet. (Certain cloud services require parental permission for students regardless of the level of control over the account granted to CPS.)

Additionally, as part of the digital literacy/Chromebook initiative at Columbus High School, the Columbus Public Schools is highly recommending the purchase of a Damage Protection Plan prior to the check-out of the Chromebook to your child. Columbus Public Schools will assess the Chromebook damage and repair or replace the device if the damage is determined to be accidental and within the protection plan guidelines.

This damage protection plan does not cover for loss of the Chromebook and/or its accessories or damages caused by intentional misuse and abuse. Under this agreement, the Chromebook is protected to 85% of incurred cost from accidental damage. The Columbus Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined in the Columbus High School Student Handbook.

Parents/Students will be charged for damage due to intentional misuse or abuse at current replacement cost of the device coverage.

Acceptance of Liability

* Please INITIAL ONE of the options below.

_____ **PLAN #1: Purchase Damage Protection Plan**

My student and I accept and will abide by the Columbus High School Chromebook Acceptable Use Agreement and I am purchasing the damage protection plan through Columbus Public Schools in the amount of \$25. (Cash or check made payable to Columbus Public Schools)

_____ **PLAN #2: Reject Damage Protection Plan**

My student and I accept and will abide by the Columbus High School Chromebook Acceptable Use Agreement and I am NOT purchasing the damage protection plan through Columbus Public Schools and I will assume responsibility for 100% of the cost of any repairs or replacement cost.

This form is an example copy of the actual Acceptable Use Agreement form which must be on file in the CHS Technology Office.

Print Full Student Name Here

Student ID Number

Grade

Student Signature

Date

Parent/Guardian Signature (REQUIRED)

Date

Appendix B: General Illness Supplement

The following rules and expectations will be effective during the 2022-2023 school year. These rules and expectations are intended to ensure the health and safety of all students, staff members, and the overall community. Because of the fluid nature of viruses and other forms of illness, these rules and expectations are subject to change at any time. The District will send parents and students written notification of any such changes. It is each family's responsibility to monitor for, understand, and adhere to any such changes, including those changes implemented on short notice. If a parent or student ever has any questions about the interpretation or implementation of these rules and expectations, the parent or student should promptly contact their building administrator.

1. **Symptoms of Illness.** A student who experiences, or has experienced symptoms of a form of illness needs to be cautious of their health for their safety and others around them. For the benefit of all students, any student who experiences more than minor symptoms should stay home until they feel better. If a student displays more than minor symptoms while at school, the student may be sent home and it is the parent's responsibility to promptly retrieve the student from school. Students who miss school due to illness will generally not be counted as an unexcused absence, though the administration reserves the right to deem an absence as unexcused if the administration determines that a student has not been honest.

2. **Preventing Exposure.** In addition to a student staying home when they feel sick, each student is responsible for taking reasonable efforts to prevent the spread of illness. These efforts include, but are not limited to, washing hands, avoiding the sharing of food or drinks, avoiding others who are sick, practicing good hygiene, and the like. Although the District is not responsible in any way for a student becoming ill, and each parent and student assume the risk of illness every day by attending school, the District strongly encourages students and parents to proactively prevent exposure and the spread of any illness in school.

3. **Make Up Work.** A student who does not attend school due to illness must coordinate with their teacher(s) on any makeup work or missed assignments. Ordinarily, students will not be penalized academically if they miss school because they are legitimately sick. However, the student is ultimately responsible for communicating and following-up with their teacher(s) to make up any missed work and/or prevent receiving any penalties for missed work. Finally, the District does not offer remote learning when a student is unable to attend school in-person.

4. **Activities.** A student will not be permitted to participate in activities if the student has been sick on the day of the activity or if the administration determines that the student has symptoms of being sick.

5. **Failure to be Honest.** These rules and expectations are designed and will be implemented to ensure, to the extent practicable, the health and safety of all students and staff. The District will endeavor to balance the need to ensure the health and safety of school premises, while not intruding on a family's confidential medical information. With that in mind, students and families are expected to be honest with the District regarding a student's illness or symptoms. In any circumstance, if the District determines that a parent or student has not been honest or forthright with information or facts provided (or not provided) to the District about a student's potential illness or symptoms, the District may exclude a student for a longer period of time (for health and safety reasons) or may impose disciplinary consequences.

6. **Other Health and Safety Rules.** At any time, a staff member may impose or require a student to undertake other health and safety requirements (such as frequent hand washing, maintaining social distancing, and the like). A student must follow such health and safety requirements or face discipline, like any other rule issued by a staff member.

7. **Assumption of the Risks.** During a general pandemic, the District has endeavored to reopen schools for the benefit of student learning and development. However, there is no guarantee that the school environment will be completely safe and free from a pandemic related illness or other related risks and hazards. Any parent who is uncomfortable with the risks associated with sending their student to school must promptly contact a building administrator to discuss alternative educational options. A parent who elects to send their student back to school does so understanding, assuming, and accepting the associated health and safety risks, including the possibility that the student may be exposed to and/or contract a pandemic-related illness.

Appendix C: 2022-2023 Academic School Year

LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

Columbus Public Schools highly recommends, but will not require, that students wear a facemask while on District property during the 202-2023 school year.

As part of the receipt of this handbook, I acknowledge and am fully aware of the risks and dangers of not wearing a facemask, including the possible contraction of COVID-19 or variant, and the associated serious side effects. In consideration of my child/children not wearing a facemask on School District property or facility during the 2022-2023 school year, and for other good and valuable consideration, on behalf of myself, my child/children and all other family members, do hereby agree to indemnify and hold harmless and do hereby release, acquit, and forever discharge the School District and all of its officers, employees, agents and assigns, from any and all claims, actions, or causes of action which I or my child/children now have, or which may hereafter accrue, whether for personal injury, whether known or unknown, arising out of or in any way resulting from my and/or my child's/children's usage of any School District property or facility during the 2022-2023 school year.

Columbus High School
Athletics and Activity Guidelines
2023-2024 Student-Parent Handbook



CHS Athletics and Activities Department

Mr. Tim Kwapnioski	Director of Athletics & Activities
Mr. Austin Carmichael	Assistant Activities Director

CHS Administration

Mr. David Hiebner	Principal
Ms. Molly Hornbeck	Assistant Principal
Ms. Angela Leifeld	Assistant Principal
Mr. Michael Ziola	Assistant Principal

The student athletics and activities handbook has been written to assist our students to become productive members of Columbus High School athletics and activities. In preparing for various roles at Columbus High School, you must be conscious of your rights and be committed to your duties. Protect these rights by being a responsible member of your school community.

Your coaches, teachers, and principals are available to assist you in understanding the important things written in this handbook. Ask them questions if you do not understand the meaning of anything in this handbook.

Disclaimer Notice

The CHS athletics and activities student handbook does not form a contract, and the school reserves the right to interpret and modify the rules listed within the book. Levels of consequences listed or identified in the handbook are consistent with typical school practices; however, the administration reserves the right to assign more serious consequences based upon the frequency and/or severity of the infraction.

Notification of Nondiscrimination

Applicants for admission and employment, students, parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all professional organizations holding collective bargaining or professional agreements with Columbus Public School District #1 are hereby notified that this institution does not discriminate on the basis of race, color, national origin, sex, age, or handicap in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the Columbus Public School District #1's compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact the Superintendent of Schools, Columbus Public Schools, 2508 27th Street, Columbus, NE 68601, telephone number 402/563-7000. The Superintendent has been designated by Columbus Public School District #1's Board of Education to coordinate the institution's efforts to comply with the regulations implementing Title VI, Title IX, or Section 504. Any person may also contact the Assistant Secretary for Civil Rights, US Department of Education, regarding the institution's compliance with the regulations implementing Title VI, Title IX, or Section 504.

Notification of Sexual Discrimination

It is the policy of the Columbus Public School District to comply in spirit as well as in fact with the regulations implementing Title IX of the Education Amendments of 1972. Title IX of the Education Amendments of 1972 prohibits sex discrimination in federally assisted education programs. Specifically, Title IX states: "No person in the United States shall, on the basis of sex, be subjected to discrimination under any education program or activity receiving federal financial assistance..." Any student who has a grievance should complete a grievance form and forward it to the Superintendent. Forms are available in all school offices.

Notification of American Disabilities Act

If you have any special needs requests that will assist you in participating in programs, services, or activities of the Columbus Public Schools, please contact the Superintendent of Schools.

Title IX

In reference to CPS Board Policy 103.00 and Title IX (20 U.S.C. 1681) and 34 C.F.R. part 106, 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. If a formal complaint is deemed necessary, the complainant may be filed with the Title IX Coordinator or the Assistant Secretary for Civil Rights of the United States Department of Education in person, by mail, or by electronic mail by using the contact information listed on the CPS district website. The District will follow the strict procedures and guidelines outlined for the formal complaint, response to sexual harassment, and grievance process found in CPS Board Policy 103.00.

Mission Statement of Columbus Public Schools

“Engaging All Learners to Achieve Success”

Section 1 Extracurricular Activity Philosophy and Requirements

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities from which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provides experiences that will help students physically, mentally and emotionally.

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

Safety

The District's philosophy is to maintain an activities program, which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis, or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility. Columbus Public Schools does not provide health insurance to activity participants. Costs relating to injuries sustained during activity participation are the responsibility of the parent/guardian.

Requirements

All students participating in activities are required to purchase a C-Stamp at a cost of \$35.00. A C-Stamp will serve as an admission pass to all home activities not including GNAC and NSAA sponsored events. Students participating in NSAA sponsored activities are also required to complete the following forms: Random Drug Testing, Emergency Contact Information, NSAA Student and Parent Consent Form, Columbus High School Student and Parent Approval Form, and the Sports Physical Form approved by a physician.

Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. It shall be the right of Columbus Public Schools to establish rules of conduct for participation in activities. Students who participate in extracurricular activities shall be held to a higher standard of conduct than those who choose not to participate. Furthermore, it shall be the right of Columbus Public Schools to impose sanctions for violations of those standards if the administration determines to its satisfaction that a violation has occurred.

Participation in school-sponsored activities is a privilege and not a right. Students participating in Columbus High School Activities must be in "good standing" with school regulations, including grades, attendance, and discipline and will be held responsible for knowing and abiding by all activity regulations which are listed in this handbook.

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, Yearbook, Art Club, Band Ensembles, C-Club, Destination Imagination, Key Club, Forensics, German Club, Improv, Intramurals, Mock Trial, NHS, Newspaper, Quiz Bowl, CHS 101, Robotics, SkillsUSA, FBLA, HOSA, Student Council, Theatre Productions, Vocal Ensembles, Art Club, 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*. Extracurricular activity participants are held to a higher standard of conduct during their high school careers.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and/or 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 In-School Suspended during the day of a competition shall not be permitted to compete in the scheduled contest but will be expected to practice. A student who is suspended (out of school - OSS) or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline. Activity policy consequences are determined by the frequency and severity of the infraction.

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. Acts that result in the assignment of “extended” In-School (ISS) or Out-of-School Suspension (OSS). “Extended” means three or more.
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, fraud, 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 that causes or may be expected to cause disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Selling, using, possessing, or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or the 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 “Section 3 – Drug, Alcohol, and Tobacco Violations” for further information**).
8. Public indecency, with regard to high school-age students, as defined in § 79-267 (7).
9. Engaging in sexual conduct, even if consensual, on school grounds, in a school vehicle, or at a school function or event. Sexual Assault or attempting to sexually assault any person.
10. 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.
11. Repeated violation of any of the school rules.
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 race, gender, national origin, or religion.

13. Students found to have participated in intentional littering, marking/tagging, damaging, or defacing of the property of another school in a manner that draws an association with Columbus High School will be subject to disciplinary procedures including, but not limited to, restitution, suspension from school activities, loss of open lunch privilege and/or suspension from school.
14. Willfully violating the behavioral expectations for those students riding Columbus 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.

Refer to Coach Playing Time Policy / NSAA policy manual

16. Failure to participate in the full day of classes on the day of an activity. An unexcused absence on a Friday prior to Saturday participation may result in the student not participating in the activity. Also, failure to report on time for classes on the day following an activity. Extenuating circumstances must be approved by the administration.
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. 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. **Refer to Coach Playing Time Policy**
19. Hazing, defined as "an abusive, often humiliating form of initiation into or affiliation with a group, including; any willful action taken or situation created which recklessly or intentionally endangers the mental or physical health of another." (CHS Student Handbook, Section III-Oa)
20. Harassment/Bullying/Intimidation, defined as repeated remarks of a demeaning or slanderous nature, obscene language towards an individual or group of individuals, and language derogatory of race, creed, sexual orientation, national origin, or handicapping condition. (CHS Student Handbook, Section III-O)
21. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.
Game Ejections will be considered cumulative offenses at Columbus High. The first game ejection will result in a Level I offense, the second will be considered Level II.
21. The administration reserves the right to assign more serious consequences based upon the frequency and/or severity of the infraction.

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.

Consequences for student misconduct: Activity policy consequences are determined by the frequency and severity of the infraction.

Students charged with a violation of any items of this policy (with the exception of drug/alcohol or tobacco violations, which are detailed in the next section) will receive a consequence upon investigation by the Columbus High School Administration and after a determination that a violation has in fact occurred and due process has taken place. The consequence for committing any of the offenses listed above shall include, but will not be limited to:

Level I Consequence: Shall mean the student will be suspended from any participation in, or attendance at, all activities for up to but not limited to **10** activity days and at a minimum of one event date. The student will be expected to continue to practice with the team/activity but will sit out public contests/performances. The administration reserves the right to advance to a higher-level consequence based on the severity of the action.

Level II Consequence: Shall mean the student will be suspended from any participation in, or attendance at, all activities (practice will be addressed) for up to but not limited to **45** activity days and at a minimum of two event dates.

Level III Consequence: Shall mean the student will be suspended from **all** participation in, or attendance at, **all** activities (practice included) for up to but not limited to **90** activity days and at a minimum of four event dates.

Level IV Consequence: Shall mean the student will be suspended from **all** participation in, or attendance at, **all** activities (practice included) for up to but not limited to **180** activity days.

In matters involving the levels of consequences for infractions in the Columbus High School regulations governing student conduct for participation in sponsored school activities, the due process (CPS BOE Policy 504.1) procedures shall be the same.

Levels of consequences listed or identified in this handbook are consistent with typical school practices; however, the administration reserves the right to assign a more serious consequence based upon the frequency and/or severity of the infraction. Violations of the Columbus High School Student Activity Code of Conduct are to be considered “cumulative” for a student’s entire career at CHS.

Repeated violations will result in an advanced consequence. (Repeated violations are those that occur within the same violation category.) Students demonstrating a trend of multiple infractions may face more severe consequences.

Section 3 Drug, Alcohol, and Tobacco Violations

A. Drugs and Alcohol

All violations of the Columbus High School Extracurricular Activity Code of Conduct (Sections Two and Three) will be cumulative over a student's entire high school career. Activity consequences for alcohol, drug, tobacco, or "look alike" violations are determined in accordance with the activity discipline policy and regulations established by the administration; the consequences include activity suspensions. **The drug and alcohol policy is enforced year-round.**

See Section 15 for the Columbus Public Schools policy 504.50 on Random Drug Testing.

Any student involved in extracurricular school activities is subject to consequences if, following an investigation, the administration determines that:

- A. The student is found to have been involved in either selling, using, possessing, manufacturing, or dispensing alcohol, 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, manufacturing, or the dispensing of an imitation controlled substance as defined in § 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. This includes federally banned substances or "look alike" substances.
- B. The student was present where alcohol, narcotics, drugs, a controlled substance, or an inhalant were being used wherein the student had **access** to the items; or,
- C. The student admits to a violation as defined above; or,
- D. The student is cited, charged, or convicted with any controlled substance or alcohol-related criminal offense.

First Violation of Drugs/Alcohol: Students determined to have committed a first violation shall be suspended up to but not limited to one-third of the scheduled Columbus High School varsity competitions/performance of that given student's activities season(s), and all lower levels games during the interim. If a student self-reports to a sponsor/coach or administrator within 72 hours following the incident, they shall be suspended for up to but not limited to one-fourth of the scheduled Columbus High School varsity competitions/performance of that given student's activities season(s), and all lower levels games during the interim. The student is also prohibited from participating in all activities with the team including

but not limited to pep rallies, traveling with the team, and community service performances that occur within this time frame. Student athletes will be expected to participate in practices and/or classes within the school day.

Second Violation of Drugs/Alcohol: Students determined to have committed a second violation at any time during their high school career may face penalties up to but not limited to expulsion from participation in all activities for one calendar year. If the student self-reports, the suspension is for nine months.

Reinstatement after Second Violation of Drug/Alcohol Policy:

Should it be determined that a student has committed a second violation during their high school eligibility; he or she may apply for reinstatement in activity participation under the following conditions:

1 – The student will undergo a formal drug/alcohol evaluation at his or her own expense. The results of this evaluation will be shared with the school administration and the recommendation(s) made by the evaluation must be followed for reinstatement to stand.

2 – The student will complete a community service project, including approximately 40 hours of service work, to be agreed upon by the school administration and the student. All expenses incurred for the completion of the community service project are to be the responsibility of the student. The student must complete the community service project prior to being reinstated.

Students being reinstated will be suspended up to but not limited to 1/3 of the current/next activity season.

Third Violation of Drugs/Alcohol: Students determined to have committed a third drug/alcohol violation at any time during their high school career shall be expelled from participation in all activities for the remainder of their high school careers.

Due Process: (CPS BOE Policy 504.1) A student accused of a violation shall have due process rights consisting of the right to know the nature of the alleged violation, the right to tell his/her version of events, and the right to have others comment on his/her behalf. You have the right to appeal the Director of Athletics and Activities decision provided the appeal is made to the high school principal within 7 days of notification of suspension. This decision may be appealed to the superintendent provided the appeal is made within 7 days of notification from the high school administration. The superintendent's decision is final.

Note: For calculation purposes, the contests/performances are the dates of the event. Contests/performances that are composed of multiple competitions on one day will be computed as one event date. If contests/performances are canceled, suspension dates will be applied toward future contests/performances. Violations will carry a minimum of a 1-performance suspension. Suspensions are calculated according to

the varsity schedule, students will not be eligible for lower-level competition until the suspension period has expired. Students participating in freshman-only activities will have suspensions calculated based upon the freshman schedule.

B. Tobacco/Inhalant Products

Tobacco, and/or e-cigarette violations are enforced in accordance with the NSAA activity calendar. Students determined to have possessed, used, distributed, or sold tobacco, “look alikes” or inhalant products shall receive the following consequences:

First Violation of Tobacco: Level I Consequence: Shall mean the student will be suspended from any participation in, or attendance at, all activities for up to but not limited to **10** activity days and at a minimum of one event date. The student will be expected to continue to practice with the team/activity, but will sit out public contests/performance. The administration reserves the right to advance to a higher-level consequence based on the severity of the action.

Second Violation of Tobacco: Level II Consequence: Shall mean the student will be suspended from any participation in, or attendance at, all activities (practice will be addressed) for up to but not limited to **45** activity days and at a minimum of two event dates.

Third or any succeeding Violation of Tobacco: Level III Consequence: Shall mean the student will be suspended from **all** participation in, or attendance at, **all** activities (practice included) for up to but not limited to **90** activity days and at a minimum of four event dates.

Due Process: (CPS BOE Policy 504.1) A student accused of a violation shall have due process rights consisting of the right to know the nature of the alleged violation, the right to tell his/her version of events, and the right to have others comment on his/her behalf. You have the right to appeal the Director of Athletics and Activities decision provided the appeal is made to the high school principal within 7 days of notification of suspension. This decision may be appealed to the superintendent provided the appeal is made within 7 days of notification from the high school administration. The superintendent’s decision is final.

Note: For calculation purposes, the contests/performance are the dates of the event. Contests/performance that are composed of multiple competitions on one day will be computed as one event date. If contests/performance are canceled, suspension dates will be applied toward future contests/performance. Violations will carry a minimum of a 1-performance suspension. Suspensions are calculated according to the varsity schedule, students will not be eligible for lower-level competition until

the suspension period has expired. Students participating in freshman only activities, will have suspensions calculated based upon the freshman schedule.

Section 4 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have “excessive absences” as determined under the school’s attendance policy are ineligible to participate in extracurricular activity contests or performances. Students, who after four unapproved absences during the current season of participation may be ineligible to participate in the next scheduled extracurricular activity contest or performance.
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 contest 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 his or her first block class and remain in attendance for the remainder of the day. A student who is not in attendance the full day may be ineligible for the contest, performance, practice, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. Exceptions must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance on 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.

4. All student participants are expected to be in school for their first class on the day following a contest, even if the student should arrive home late from an activity. Students tardy or absent on a day following an activity may forfeit the opportunity to participate in the next contest. The high school administration has the sole authority to make the determination to excuse students on the day following a competition or activity.

Repeated violations of this attendance policy will be considered violations of the “CHS Activity Code of Conduct,” and students will

be subject to penalties as listed in “Section 2 – Extra-Curricular Activity Code of Conduct.”

Section 5 Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility of each student is to establish a firm academic foundation. A student participating in extracurricular school activities shows evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities students must:

1. Be enrolled in at least 20 credit hours in the semester of participation and receive twenty credit hours the immediate preceding semester.
(Note: This includes seniors who are intending to “graduate early” or are participating in off-campus classes)
2. Not have a failing grade in two or more of their current classes. Students who are failing in two subjects at the end of a scheduled reporting period are ineligible to participate in their extra-curricular activities until the next reporting period.
3. Reporting periods begin on the first day of each academic week. Coaches and/or advisors will be notified by the CHS Assistant Activities Director of any ineligibility. Students will be given the remainder of the first day of the academic week to correct their grades.
4. Students who still have two failing grades after **four p.m.** on the first day of a reporting period will be declared ineligible from the day following the first day of the reporting period of the current week for one full week. Coaches and/or advisors will be notified of ineligibility, and a letter or will be sent to the student’s home address or an email to the student’s guardian detailing the reasons for ineligibility. **For reporting periods on shortened weeks, student eligibility will run from notification through to the next Monday, with eligibility returning on Tuesday, if the student is passing.**
5. Academic requirements for eligibility do not apply to:
 - (A) Instructional field trips which are a part of the scheduled course learning experience; or
 - (B) Activities or events which are a part of the student’s grade requirements.

Homeschool Students

Homeschool students wishing to participate in Columbus High School activities must be continuously enrolled in a minimum of **five credit hours** of instruction per semester at Columbus High School. If the home school student enters Columbus High School as a tenth, eleventh, or twelfth-grade student, he/she shall have received, or be granted, twenty credit hours for the immediate preceding semester of which 5 of those credit hours must have been earned at a member school. Columbus High School shall determine whether the homeschool credits will be accepted to fulfill preceding semester scholastic requirements.

Section 6 “Team Selection” and “Playing Time”

“Team selection” and “playing time” decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purpose of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner, which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Section 7 Transportation to and From Events

Team/group members are to travel to and from out-of-town events as a unit. Certain exceptions concerning travel can be made.

A student involved in school activities may be allowed to ride to or from an out-of-town event with a signed note from his or her parents. Preferably, a note should be received by the Athletics and Activities Office no later than 24 hours before the beginning of the trip. No verbal approvals for alternate transportation will be allowed.

Furthermore, under no circumstances should a student involved in school activities be allowed to ride to or from an out-of-town event with anyone but his or her own parent/guardian without administrative approval. A student may be allowed to travel from the activity with a non-family member who is an adult and has been previously approved by the administration by the student's parent/guardian.

Transportation Policy

Activities may be conducted at a location other than Columbus High School. In some instances, Columbus High School will not provide transportation to the activity.

Columbus High School is not responsible when students are provided transportation by a vehicle driven by others. In these instances, the responsibility and liability of the school and school officials are limited to the period from the participant's arrival at the event site and contact with the coach, sponsor, or assigned staff member, until dismissal from the event. All other liability for the child's safety lies with the parent or their designated drivers.

The safety of the students is of utmost importance, and parents should exercise their wisdom, good judgment, and discretion when planning travel arrangements.

Transportation Liability Waiver

I have read the Extracurricular Transportation Policy and agree that I shall assume all liability for negligently caused injuries or damages and release the school and school officials from any liability for injury or damage resulting from the following situations involving extracurricular activities:

1. Where I transport my son/daughter;
2. Where I transport other students, or I, as a parent/guardian, give permission to another adult to transport my son/daughter;
3. Where my son/daughter transports himself/herself to a home event; or
4. Where my son/daughter transports other students to or from a practice or home scheduled event;
5. Where I, or a group of parents or other individuals, contract or arrange for transportation and the school does not directly contract for such transportation.

Section 8 Multiple Events on Same Day

NSAA District, State and Heartland Athletic Conference sponsored events take preference over non-state and non-conference sponsored events as to where the student shall compete. If there must be a choice made between two activities that exist on the same day, it will be made by the student with the knowledge that there will be no reprisal by the other sponsor. Under no circumstance will a student's grade be lowered, lose an award or be dismissed from the activity when that student returns. A student can be asked to challenge to retain his/her original position. Any event or performance always takes precedence over a practice. NSAA sponsored activity practices take preference over non-NSAA activity practices.

Furthermore, in-season activities always have precedence over out-of-season or non-school affiliated activities.

Example One: If there is a district music contest on the same day as a dual track meet, the student must represent our school at the district music contest.

Example Two: If a student has a regular-season basketball game on the same day as a SkillsUSA event, the student has the right to choose between events.

Example Three: If a student has a dance practice during dance season on the same day/time as a soccer open gym, the student must attend the dance practice.

Section 9 Relationships Between Parents and Coaches/Sponsors

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone.

Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

Parents' Role in Interscholastic Athletics and Other Extracurricular Activities

Communicating with your children

- Make sure that your children know that win or lose, scared or heroic, you love them, appreciate their efforts, and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.

- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship, and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling of competing, for trying hard, and for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, he or she will likely become disenchanted.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that his or her philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under his or her leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Communicating with the coach

- Communication you should expect from your child's coach includes:
 - o Philosophy of the coach
 - o Expectations the coach has for your child
 - o Locations and times of all practices and contests
 - o Team requirements
 - o Procedure should your child be injured
 - o Discipline that results in the denial of your child's participation
- Communication coaches expect from parents
 - o Concerns expressed directly to the coach
 - o Notification of any schedule conflicts well in advance
 - o Specific concerns in regard to a coach's philosophy and/or expectations
- Appropriate concerns to discuss with coaches:
 - o The treatment of your child, mentally, and physically
 - o Ways to help your child improve
 - o Concerns about your child's behavior
 - o Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may

make it necessary to limit your child's participation or require the assistance from trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.

- Issues not appropriate to discuss with coaches:
 - Playing time
 - Team strategy
 - Play calling
 - Other student-athletes (except for reporting activity code violations)
- Appropriate procedures for discussing concerns with the coaches:
 - Call to set up an appointment with the coach
 - Do not confront a coach before or after a contest or practice (these can be emotional times for all parties involved and do not promote resolution)
- What should a parent do if the meeting with the coach did not provide a satisfactory resolution?
 - Call the Director of athletics and activities to set up a meeting with the coach, parent, and student present.
 - At this meeting, an appropriate next step can be determined, if necessary.

Section 10 Good Sportsmanship—Behavior Expectations of Spectators

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents, and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA-sanctioned events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

1. Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
2. Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
3. Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.

4. Do not “boo,” stamp feet or make disrespectful remarks toward players or officials.
5. Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
6. Know that noisemakers of any kind are not proper for indoor events.
7. Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
8. Stay off the playing area at all times.
9. Do not disturb others by throwing material onto the playing area.
10. Show respect for officials, coaches, cheerleaders, and student-athletes.
11. Pay attention to the half-time program and do not disturb those who are watching.
12. Respect public property by not damaging the equipment or the facility.
13. Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
14. Refrain from the use of alcohol and drugs on the site of the contest.

Section 11 Clearance to Participate & (Head) Injury Procedure

Based on legislation at the state and federal levels, Columbus High School will observe the following protocol for allowing students to participate in activities.

“In order to participate in any athletic event sponsored by CPS, students must have permission and clearance from each of the following six individual entities:

- 1) Student Themselves
- 2) Student’s Parent(s) and/or Guardian(s)
- 3) Student’s Family Physician/Medical Professional
- 4) Student’s Activity Sponsor/Coach
- 5) Columbus Public Schools Administration
- 6) Columbus Public Schools Athletic Trainer

During activity or athletic participation if a student is suspected to have suffered a head injury, displays concussion-like symptoms, or any injury that appears to be urgent, the student will be removed from any level of participation immediately, until a complete evaluation is performed by a licensed medical professional. Written notice and personal contact with a parent/guardian of such an interruption of participation will follow the injury. The head coach, athletic trainer, or designee is responsible for the notification of parents. Such notice will include specifics regarding the time and location of the urgent injury, the signs/symptoms of a concussion/brain injury that were observed, and any actions taken with the student.

In the event that such ability to participate is interrupted at any time due to a diagnosed head injury, concussion, and/or any other urgent injury written clearance from both the student's parent(s)/guardian(s) and family physician/medical professional will be required before clearance to participate may be granted again. The responsibility of obtaining written clearance from a licensed medical professional is solely that of the student and his or her family.

Section 12 Summer Camps & Travel

On occasion, students have the opportunity to participate in trips that have an apparent connection to the District, but which in fact are not school-sponsored. Some examples: (1) travel with a club sports team, even though the club team may be coached by our high school coach; (2) a band traveling to an out-of-state band contest that is arranged by a Booster Club; and (3) a foreign language teacher taking students abroad during the summer.

These opportunities are often worthwhile and beneficial to students. The message we want to make clear, however, is that these opportunities are not school-sponsored activities. All arrangements for such trips, including all associated travel costs; supervision, and safety are the responsibility of the group or person making the trip available to students. Columbus Public Schools has no responsibility for such trips. Anyone who is uncertain as to whether or not a particular opportunity is school-sponsored should contact the superintendent, building principal, or the director of athletics and activities.

Section 13 Concussions

***Please see the following three pages for information regarding concussions.**

HEADS×UP

CONCUSSION IN HIGH SCHOOL SPORTS

A FACT SHEET FOR **ATHLETES**

What is a concussion?

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head or body.
- Can change the way your brain normally works.
- Can occur during practices or games in any sport or recreational activity.
- Can happen even if you haven't been knocked out.
- Can be serious even if you've just been "dinged" or "had your bell rung."

All concussions are serious. A concussion can affect your ability to do schoolwork and other activities (such as playing video games, working on a computer, studying, driving, or exercising). Most people with a concussion get better, but it is important to give your brain time to heal.

What are the symptoms of a concussion?

You can't see a concussion, but you might notice **one or more** of the symptoms listed below or that you "don't feel right" soon after, a few days after, or even weeks after the injury.

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Bothered by light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Difficulty paying attention
- Memory problems
- Confusion

What should I do if I think I have a concussion?

- **Tell your coaches and your parents.** Never ignore a bump or blow to the head even if you feel fine. Also, tell your coach right away if you think you have a concussion or if one of your teammates might have a concussion.
- **Get a medical check-up.** A doctor or other health care professional can tell if you have a concussion and when it is OK to return to play.
- **Give yourself time to get better.** If you have a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have another concussion. Repeat concussions can increase the time it takes for you to recover and may cause more damage to your brain. It is important to rest and not return to play until you get the OK from your health care professional that you are symptom-free.

How can I prevent a concussion?

Every sport is different, but there are steps you can take to protect yourself.

- Use the proper sports equipment, including personal protective equipment. In order for equipment to protect you, it must be:
 - The right equipment for the game, position, or activity
 - Worn correctly and the correct size and fit
 - Used every time you play or practice
- Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.

If you think you have a concussion:
Don't hide it. Report it. Take time to recover.

It's better to miss one game than the whole season.

For more information and to order additional materials *free-of-charge*, visit: www.cdc.gov/Concussion.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR DISEASE CONTROL AND PREVENTION



June 2010

HEADS x UP CONCUSSION IN HIGH SCHOOL SPORTS

A FACT SHEET FOR PARENTS

What is a concussion?

A concussion is a brain injury. Concussions are caused by a bump, blow, or jolt to the head or body. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

What are the signs and symptoms?

You can’t see a concussion. Signs and symptoms of concussion can show up right after the injury or may not appear or be noticed until days after the injury. If your teen reports **one or more** symptoms of concussion listed below, or if you notice the symptoms yourself, **keep your teen out of play and seek medical attention right away.**

Signs Observed by Parents or Guardians	Symptoms Reported by Athlete
• Appears dazed or stunned • Is confused about assignment or position • Forgets an instruction • Is unsure of game, score, or opponent • Moves clumsily • Answers questions slowly • Loses consciousness (even briefly) • Shows mood, behavior, or personality changes • Can’t recall events prior to hit or fall • Can’t recall events after hit or fall	• Headache or “pressure” in head • Nausea or vomiting • Balance problems or dizziness • Double or blurry vision • Sensitivity to light or noise • Feeling sluggish, hazy, foggy, or groggy • Concentration or memory problems • Confusion • Just not “feeling right” or is “feeling down”

How can you help your teen prevent a concussion?

Every sport is different, but there are steps your teens can take to protect themselves from concussion and other injuries.

- Make sure they wear the right protective equipment for their activity. It should fit properly, be well maintained, and be worn consistently and correctly.

- Ensure that they follow their coaches’ rules for safety and the rules of the sport.
- Encourage them to practice good sportsmanship at all times.

What should you do if you think your teen has a concussion?

- 1. Keep your teen out of play.** If your teen has a concussion, her/his brain needs time to heal. Don’t let your teen return to play the day of the injury and until a health care professional, experienced in evaluating for concussion, says your teen is symptom-free and it’s OK to return to play. A repeat concussion that occurs before the brain recovers from the first—usually within a short period of time (hours, days, or weeks)—can slow recovery or increase the likelihood of having long-term problems. In rare cases, repeat concussions can result in edema (brain swelling), permanent brain damage, and even death.
- 2. Seek medical attention right away.** A health care professional experienced in evaluating for concussion will be able to decide how serious the concussion is and when it is safe for your teen to return to sports.
- 3. Teach your teen that it’s not smart to play with a concussion.** Rest is key after a concussion. Sometimes athletes wrongly believe that it shows strength and courage to play injured. Discourage others from pressuring injured athletes to play. Don’t let your teen convince you that s/he’s “just fine.”
- 4. Tell all of your teen’s coaches and the student’s school nurse about ANY concussion.** Coaches, school nurses, and other school staff should know if your teen has ever had a concussion. Your teen may need to limit activities while s/he is recovering from a concussion. Things such as studying, driving, working on a computer, playing video games, or exercising may cause concussion symptoms to reappear or get worse. Talk to your health care professional, as well as your teen’s coaches, school nurse, and teachers. If needed, they can help adjust your teen’s school activities during her/his recovery.

If you think your teen has a concussion:

Don’t assess it yourself. Take him/her out of play. Seek the advice of a health care professional.

It’s better to miss one game than the whole season.

For more information and to order additional materials *free-of-charge*, visit: www.cdc.gov/Concussion.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR DISEASE CONTROL AND PREVENTION



June 2010

Nebraska Sports Concussion Network



www.NebSportsConcussion.org

Home Instructions for the Concussed Athlete

Athlete _____ Date of Injury _____ Time of Injury _____

Home phone _____ Parent/guardian name _____

Your son/daughter has sustained concussion while participating in _____. In some instances, the Signs & Symptoms of a concussion do not become apparent until several hours or even days after the injury. Therefore, they should be monitored closely. Please be especially observant for the following signs and symptoms.

1. Headache (especially one of increasing intensity*)
2. Nausea and vomiting*
3. Difference in pupil size from right to left eye, dilated pupils*
4. Decreased or irregular pulse OR respiration*
5. Blurry or double vision*
6. Slurred speech*
7. Seizure activity*
8. Noticeable changes in the level of consciousness (difficulty awakening, or losing consciousness suddenly)*
9. Mental Confusion or Behavior Changes
10. Balance Problems or Dizziness
11. Memory Loss or Difficulty Remembering
12. Fatigue
13. Feeling Slowed Down or Foggy
14. Drowsiness
15. Difficulty Concentrating
16. Sensitivity to Light or Noise

*** Seek immediate medical attention at the nearest emergency department.**

The best guideline is to note symptoms that worsen, and behaviors that seem to represent a change in your son/daughter. If you have any question or concern at all about the signs or symptoms you are observing, contact your family physician for instructions, or seek medical attention at the closest emergency department. Otherwise, you can follow the instructions outlined below.

It is OK to:

- Use acetaminophen (Tylenol) for headaches
- Use ice pack on head & neck as needed for comfort
- Eat a light diet
- Go to sleep
- Rest

There is NO need to:

- Check eyes with a flashlight
- Wake up every hour
- Test reflexes
- Stay in bed

DO NOT:

- Drink alcohol
- Drive vehicle while symptomatic
- Exercise or lift weights
- Take ibuprofen, aspirin, naproxen or other non-steroidal anti-inflammatory medications
- No strenuous activity including P.E., sports, video games or texting

Please remind your son/daughter to check in with the School Nurse prior to going to class on the first day he/she returns to school. They should then follow up with the Athletic Trainer after school.

Recommendations provided to: _____ Phone #: _____

Recommendations provided by: _____ Phone #: _____

Date: _____ Time: _____

Adapted from National Athletic Trainers Association Position Statement: Management of Sports-Related Concussion. J Athl. Trng. 2004;39(3):280-297.

Section 14: CHS HOMECOMING CONTRACT SENIOR STUDENTS

In order to be placed on the Homecoming ballot, eligible seniors must meet the eligibility requirements and confirm that you want to be considered for the honor of being nominated as a homecoming candidate. By signing this contract you are confirming your willingness to assume the responsibilities of this all-school honor, which includes your agreement to attend the entire Homecoming Football Game and Dance and represent the school properly. Whether or not a student is eligible for selection for Homecoming Royalty is ultimately the decision of the high school administrative team based on the criteria set forth in the Student Handbook.

Academic Qualifications for Eligibility:

- The student must maintain a cumulative GPA of 2.5 or greater.
- The student must have passed all courses during his or her junior year.
- The student is currently academically eligible for activities.

Conduct and Citizenship Qualifications for Eligibility:

- The student must not have violated the school's drug and alcohol policy.
- The student must not have been cited or admitted to a criminal offense (excluding routine/minor traffic violations)
- The student must not have had excessive violations of other school policies. This means 8 or fewer Level 0 and/or Level 1 violations and no Level 2 or Level 3 violations. Tardies will not be included.

Activity Participation Requirement for Eligibility:

- Seniors must have participated in and completed a CHS sponsored activity within the last year. Within the last year means, from last year's Homecoming until the date of application.
- All activities participated in within the last year must be verified by the coach or sponsor.

Directions:

- The student must list the activities participated in during their Junior year and all activities which they currently participate in.
- Refer to the back page of this document for all necessary signatures.

Activities

Coach/Sponsor

Your Name (print)	Date
Signature	

To Be Completed by the Administration After Initial Vote by the Senior Class

1. The student was selected as one of the eight finalists. ____ YES ____ NO

If YES, continue to #2, #3, and #4

2. Student is in Good Standing in the following areas

Academic Qualifications (2.5 GPA)	____ YES	____ NO
Conduct and Citizenship	____ YES	____ NO
Activity Participation	____ YES	____ NO
3. Background Check Cleared	____ YES	____ NO
4. Final Verification by Building Administrator	____ YES	____ NO

Homecoming Protocols Final Revisions March 2014

RECEIPT OF Columbus HIGH SCHOOL
STUDENT-PARENT ACTIVITY HANDBOOK

We acknowledge receipt of the Student-Parent Activity Handbook.

We agree to abide by the extracurricular activity code of conduct set forth in the handbook and the other rules and regulations set forth in the handbook.

We agree to read the handbook. In the event we have a question on the meaning of any of the material in the handbook, we understand that we can request a conference with the Principal or the Director of Athletics and Activities to get an explanation.

_____ Student Name (print)	_____ Parent or Guardian Name (print)
_____ Student Signature	_____ Parent or Guardian Signature
_____ Date	_____ Date

Section 15: Drug Testing Procedures
COLUMBUS PUBLIC SCHOOLS
COLUMBUS, NE
DRUG TESTING POLICY

1. Need for Random Testing

The Board of Education is responsible for maintaining discipline, health, and safety. The Board recognizes that substance abuse presents a continuing challenge and a danger to the student population as a whole. The Board is committed to maintaining school-sponsored activity programs in a safe, healthy, and secure environment. The Board is further committed to being proactive in ensuring that students who participate in extracurricular activities represent the District in a positive manner

2. Eligibility for Random Testing

Students who participate in school-sponsored competitive extracurricular activities, as defined in the student handbook at the middle school and high school (Grades 7-12) levels are eligible for random testing. Students who do not consent to participate in the testing program shall not be eligible to participate in school-sponsored competitive extracurricular and co-curricular activities. Parents/guardians may volunteer their child for participation in the testing program even if they do not participate in a school-sponsored competitive extracurricular activity.

Testing Procedure

a. Random Testing

The Superintendent or designee will ensure the testing of eligible students occurs on a scheduled basis through a confidential and random testing schedule.

b. Collection

The testing collection process will be conducted in a manner that protects student privacy, guards against tampered specimens, and ensures an accurate chain of custody. It is intended that the procedures are modeled on those applicable to the testing of DOT-covered employees, through methods other than testing of urine samples may be used. The tests are to be designed to detect only the use of illegal drugs, not medical conditions or the presence of authorized prescription medications.

4. Confidentiality

All activities related to the testing policy will be carried out in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), and any other applicable confidentiality laws.

5. Consequences for Positive Tests

Any of the following shall be considered to be a positive test result:

- A confirmed positive drug test;
- Refusal to participate in testing when selected; and/or
- Tampering with the specimen collection process.

The following shall result from a positive test result:

- The student or the student's parents or guardians should contact the building principal or designee within 48 hours of notification of a positive test result.
- If there is no self-reporting within 48 hours by the student and/or their parents or guardian, the building principal or designee will call and set up a meeting to discuss the positive test result, with the objective of collaborating on a plan to assist the student in avoiding future substance abuse.
- The student's privilege of participating in extracurricular or co-curricular activities will be restricted as follows:
 - Positive results from a student tested based on probable cause or reasonable suspicion will receive consequences based on the student code of conduct as stated in the Columbus Public Schools student handbook.
 - The parents or guardians are responsible for the costs of any rehabilitation program, which includes substance abuse counseling and follow-up.
 - Positive results will not lead to the imposition of any academic consequence or disciplinary action, other than the above-described limitations on the privilege to participate in extracurricular activities.

6. Appeal and Due Process Procedures

A student or the student's parents/guardians or employee may challenge the results of a positive test through an appeal process to be developed by the Superintendent or designee. In the event a student or the student's parents/guardians wish to challenge a positive test on a basis other than the accuracy of the test result; an appeal may be made in accordance with the policy on extracurricular activity discipline and/or Columbus Public Schools Staff Handbook.

7. Process

The Superintendent or the Superintendent's designee is directed to develop specific testing procedures consistent with this policy.

Drug Testing Procedures

1. Student Eligibility for Random Testing

Students who participate in school-sponsored competitive extracurricular and co-curricular activities, as defined by the student handbook, at the middle and high school (Grades 7-12) levels are eligible for random testing. School-sponsored extracurricular and co-curricular competitive activities, as defined by the student handbook, are activities that are sponsored or approved by the Board, but are not required for credit towards graduation, and which involve competition, comparison, or judging of the individuals or groups with other individuals or groups as part of selection or participation.

To participate in a school-sponsored competitive extracurricular or co-curricular activity, students must submit a completed Consent to Test Form on or before the first practice or on or before the first event or meeting, whichever is applicable. The form must be signed by the student and the student's parent or guardian. Failure to submit a completed Consent to Test Form will result in ineligibility for participation in school-sponsored competitive extracurricular activities until the form is submitted.

Students remain eligible for testing from the date the Consent to Test Form is turned in until a Drop Form is completed, or until the student graduates or is otherwise no longer enrolled in the District. A student for whom a Drop Form has been submitted shall be ineligible for participation in school-sponsored extracurricular activities for twelve months from the date the Drop Form is submitted. Students have a fifteen (15) day grace period for reconsideration of a Drop Form.

Students who are not participants in a school-sponsored extracurricular activity may volunteer for participation in the testing program by submitting a completed Consent to Test Form.

2. Testing Procedure

a. Random Testing

A confidential testing schedule will be created by the Superintendent, designee, or contracted service agent to ensure that the testing of eligible students is conducted in a manner that is random. To maintain confidentiality and to maintain the integrity of the randomness of this program, the students eligible for testing will be identified by a unique personal identifier that does not make the student known to persons other than the school officials who are directly involved in the testing program.

No less than twenty percent (20%) of the pool of eligible students will be tested each school year. The Superintendent or designee shall have the authority to determine the percentage to test, subject to the minimum 20% level, dependent on the nature and extent of the prevailing problem with drug usage in the school community from time to time. Testing will take place throughout the school year.

b. Collection

The testing collection process will be conducted in a manner that protects student privacy, guards against tampered specimens, and ensures an accurate chain of custody of the specimen. The method of testing may involve the use of breath, saliva, urine, or hair samples. To the extent the testing involves the collection of urine, it shall be done by a certified collector in accordance with DOT urine drug screen collections policy/procedures. Such collection procedures may require a same-sex monitored collection should the urine sample show signs of adulteration, temperature out of range, or tampering.

It is intended that the procedures be modeled on those applicable to the testing of CDL employees, which include the testing of specimens for unlawful substances. The tests are to be designed to detect only the use of illegal drugs, including but not limited to amphetamine(methamphetamines), marijuana, K2, cocaine, PCP, and opiates, not medical conditions or the presence of authorized prescription medication.

Positive results will need to be confirmed by the contracting service. If any fees are associated with the confirmation, the fees will be assessed to the

student and their family. The district is not responsible for re-test costs or confirmation costs.

3. Confidentiality

All activities related to the testing policy will be carried out in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), and any other applicable confidentiality laws.

Test results will be shared with the student and his or her parents first. It is then up to the student and their parents to notify the school within 48 hours of being notified of a positive test. The building principal or designee will be notified by the contracting agent regarding a positive result after the 48-hour window. Only the building Principal or designee with a legitimate educational interest will be provided the information, on a "need to know" basis. Test results will not be turned over to any law enforcement authority in the absence of a court order, subpoena, or other legal process requiring such. If a student is tested based on probable cause/reasonable suspicion to be under the influence or in possession of any illegal substance during the academic day, law enforcement may be notified.

Test results will be kept in confidential disciplinary files separate from the students' academic records. The test results will be destroyed when no longer needed for individual student situations or for the overall testing program.

Columbus High School/Scotus Central Catholic/Lakeview High School Cooperative Students

Scotus Central Catholic and Lakeview High School students who participate in cooperative sports with Columbus High School are subject to the same testing standards as Columbus High School activity participants. Scotus Central Catholic/Lakeview High School athletes will be included in the pool of Columbus High School students to be randomly tested.

**COLUMBUS PUBLIC SCHOOLS
COLUMBUS, NE
Consent to Test**

I fully understand that my performance as a student and the reputation of my school are dependent, in part, on my conduct as an individual. I hereby agree to accept and abide by the standards, rules and regulations set forth by the Board of Education of Columbus Public Schools, the administration, and the coaches and sponsors for the activities in which I participate.

_____ Student Name (print)	_____ Parent or Guardian Name (print)
_____ Student Signature	_____ Parent or Guardian Signature
_____ Date	_____ Date

I consent to and authorize Columbus Public Schools to conduct a drug test if my number is drawn from the random pool. I also authorize the release of information concerning the results of such tests to designated District personnel.

I understand that this form remains in effect until the submission of an Activity Drop Form or graduation and/or withdrawal from the District.

I plan to participate in one or more of the following school sponsored competitive extracurricular activit(ies):

_____ I am volunteering my son/daughter to be placed in the testing pool.

COLUMBUS PUBLIC SCHOOLS

COLUMBUS, NE

Activity Withdrawal

I will submit this form to the Director of Athletics and Activities. My name will be withdrawn from the testing pool on the date this is received by the Director of Athletics and Activities.

Completing this form will pertain to all school sponsored extracurricular activities. I understand that, by withdrawing, I can no longer participate in any school sponsored competitive extracurricular activities, and I may not receive recognition as a member of these activities or athletic programs. I may re-enter the testing pool after a period of one (1) calendar year by filling out a new Consent to Test form.

_____ Student Name (print)	_____ Parent or Guardian Name (print)
_____ Student Signature	_____ Parent or Guardian Signature
_____ Date	_____ Date

I UNDERSTAND THAT I HAVE 15 DAYS TO RECONSIDER THE DECISION AND RE-ENTER THE POOL.

Date: _____

Date of Receipt: _____

Director of Athletics and Activities

Policy Adopted: 08/19/13

COLUMBUS PUBLIC SCHOOLS
Columbus, NE

Section 16: Columbus Public Schools/Scotus Central Catholic/Lakeview Community Schools Cooperative Sports

Cooperative Agreement Guidelines Students from other schools who have been approved to co-op with Columbus Public Schools must comply with requirements that are requested of other students participating including (but not limited to):

1. Passing of physical examinations and insurance requirements.
2. Purchase a “C-Stamp” that is required of all students who participate in activities.
3. Students who participate in the cooperative who are not residents of the Columbus Public Schools boundaries will be required to pay a \$275 participation fee plus the “C-Stamp” price. Each additional activity a student participates in will require an additional \$275.
4. Fee’s will be payable to the school in which the student is enrolled and Columbus Public Schools will invoice the school where such student is enrolled for participation.
5. Students who choose to play a Cooperative Sport through Columbus High School must sign and have their parents sign a receipt that they understand the activity code of conduct for Columbus Public Schools. All students will be held to the same standard and consequences through the CHS Handbook.
6. Athletes from other schools will have the same consequences as CHS athletes should they break any of the rules set forth in the Code of Conduct.
7. If tryouts are to be conducted to warrant student release from the cooperative sport, a scoring system must be put in place for each sport and published as an exhibit to this regulation
8. All students will wear Columbus Discoverer attire or neutral clothing to practices and scrimmages. Clothing from other schools is not to be worn.
9. All students will wear Columbus Discoverer uniform attire clothing to all games and scrimmages. Clothing from other schools is not to be worn.
10. There will be no restrictions for student participation placed upon any cooping agreement. All students will be allowed to participate on an equal basis.

TO: Dr. Troy Loeffelholz and CPS Board of Education
FROM: Tim Kwapnioski, Director of Athletics and Activities
RE: Recommended Admission Prices, 2023-2024
DATE: July 10, 2023

The Columbus High School is recommending the following fee structure for activities admission prices for the 2023-2024 school year.



Athletic Events

Event	2022-2023 Price		Proposed 2023-2024 Price	
	Adults	Students	Adults	Students
Varsity/JV Events	\$7.00	\$5.00	\$7.00	\$5.00
Other HS Events	\$7.00	\$5.00	\$7.00	\$5.00
CMS Events	\$5.00	\$4.00	\$5.00	\$4.00

Adult Season Passes

Pass Type	2022-2023 Price	2023-2024 Price
All Event, Full Season	\$100.00	\$100.00
10 Event Punch Pass	\$50.00	\$50.00

Student Activity Passes ("C" Stamp)

Student Pass Type	2022-2023 Price	2023-2024 Price
High School Student	\$35.00	\$35.00
Middle School Student	\$35.00	\$35.00
Elem. School Student	\$35.00	\$35.00

Fine Arts Performances

Performance	2022-2023 Price		2023-2024 Price	
	Adults	Students	Adults	Students
Fall Musical	\$7.00	\$5.00	\$7.00	\$5.00
Theatre Productions	\$7.00	\$5.00	\$7.00	\$5.00
Marching Festival	\$8.00	\$5.00	\$8.00	\$5.00

CMS Student Handbook

2023-24 Changes

First pages changes:

- Updated 2023-24 School Calendar
- Updated the Table of Contents (pages 4-7)

Page 13 - Suspension based on excessive disciplinary referrals

Updated:

Students who amass ~~10 or more~~ multiple disciplinary office referrals during a school calendar year may be suspended from school by the administration.

Page 16 - Before and After School Waiting Area Procedures

Updated: Added bullet point

- Students should enter the building as soon as they arrive on school grounds.
- Between 7:00 am and 7:30 am, students must report to the cafeteria for breakfast or study hall. After 7:30 am, students must report to breakfast or their assigned AM Waiting Area.
- Students should go to the waiting area assigned to their grade and find a seat. Students are to stay in that seat.
- Students should respect the personal safety, space, property, well-being and rights of all people in the waiting areas.
- Students need to immediately follow all school rules, waiting area procedures, and instructions (requests) from staff members exactly as they are given. If clarification is needed, students should ask a staff member appropriately.
- Students are not allowed to use their computers in the waiting area. Students may use their cell phones to play games but cannot make calls or take pictures/videos. Students that do not abide by these rules will receive consequences.
- If students need to leave the morning waiting area, they need to ask a monitor's permission.
- If students are waiting for a ride after school, they should sit or stand quietly with friends until their ride arrives. No horseplay (e.g., yelling, chasing each other, kicking, fighting, wrestling, swearing, throwing of items) is permitted. Behavior should follow the school rules.
- Students are expected to use the crosswalks at all times when arriving or leaving school property. This includes if they are walking, riding bicycles, etc. Violations of traffic laws, such as jaywalking and obstruction of traffic, could result in police citations.
- Students must leave school property by 3:45 p.m. Teacher supervision ends at 3:45 p.m. Students are allowed to wait for their rides on any side of the building until 3:45 p.m. At 3:45 p.m., students must wait in the front vestibule or in the activity entrance vestibule or off of school grounds. Any student waiting for a ride should continue to follow all school rules.
- On early dismissal days, students are to be off school grounds within 15 minutes of dismissal. All regular dismissal rules apply to early outs with adjusted times.
- On early out Wednesdays, students who are participating in after school activities (e.g., drama, sports) should leave school grounds by 2:50 p.m. and may return for practice no earlier than 4:00 p.m. Students who remain in the building between 2:50 p.m. and 4:00 p.m. must attend after school clubs or Wednesday study hall.

Page 17 - School-Sponsored Activities - Suspensions & Expulsions

Updated:

Students who are suspended, expelled, out of school or suspended from school events will not be allowed to participate in or attend school- sponsored activities at any school within the system until they are reinstated.

Page 18 - Smartwatches, Cell Phones

Updated:

Smartwatches, or devices that connect to the internet, may be worn in the school. Teachers may ask students to remove the Smartwatch/device during assessments or at any other time. Students must comply with each teacher's classroom rules regarding smartwatches use in class. If students misuse the worn devices, staff may confiscate them. Misuse could consist of but is not limited to texting, taking photographs, recording, accessing websites/applications, etc. Consequences for misuse of a smartwatch will be the same as for a cell phone.

Students may not use cell phones while at school, except as permitted in this handbook. Students may use their personal device in the morning waiting area, so long as they do not create a distraction or a disruption. Students may not use cell phones or other electronic devices while they are in locker rooms or restrooms. Students are personally and solely responsible for the security of their cell phones and other electronic devices. Students must comply with placing their cell phone turned off and in their locker or backpack during the school day. The school district is not responsible for theft, loss, or damage of a cell phone or any calls, communications, or transactions made on a cell phone.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution, and possible inclusion on sex offender registries.

Students are not to use cell phones/smartwatch in the building during school hours. The consequences for using a cell phone during school hours will be:

First Offense: phone/smartwatch will be confiscated and a parent will be required to pick up the phone/smartwatch.

Second Offense: phone/smartwatch will be confiscated, a consequence will be issued to the student and a parent/guardian will be required to pick up the phone/smartwatch. A meeting with parents/guardians will be held to develop a plan. The plan may include loss of privileges to possess a phone/smartwatch or the student may be required to check in his/her cell phone/smartwatch in the front office daily, or will no longer be allowed to bring a cell phone/smartwatch to school.

Third Offense: phone/smartwatch will be confiscated and a meeting with parents/guardians will be held to develop a plan. The plan may include loss of privileges to possess a phone/smartwatch for a set period of time. The student will be issued a consequence.

Students will be issued more severe consequences for cell phone usage in the building, **on district grounds, and/or at school sponsored events** (including talking, text messaging, picture taking, audio/video recording, etc.).

Cell phones or electronic devices must never be used to photograph or record others without their knowledge **on school grounds**. If a student is found to have violated this rule, particularly if the resulting image or recording was of a verbal or physical altercation or utilized to harass, intimidate or demean another student, would be subject to an investigation procedure that may result in discipline, up to and including, suspension and expulsion.

Page 19 - Open Containers of Liquids

Add - Update

Students are allowed to carry bottles filled with plain water. These bottles must have a sealable cap (no straws). **Water bottles that are squeezable (like sports bottles or Gatorade water bottles) are prohibited.** Students who abuse the water bottle privilege will not be allowed to carry a water bottle. Students are not to have open containers of any other beverages in the hallways or in their lockers. Plastic bottles with screw top lids are considered open when the seal has been broken. Staff may confiscate or ask students to throw away open containers. Students should have their name clearly marked on their water bottles and water bottles may not be shared with other students. Unopened cans/bottles/boxes of juice may be brought from home for lunch but must be kept in students' lockers until the lunch period and only be consumed in the cafeteria.

Page 20 - Academic Dishonesty

Add - language regarding the use of artificial intelligence(AI)

Students should always do their own academic work. Students may not cheat, plagiarize, **use artificial intelligence(AI)**, or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.
- **Copying significant portions of AI-generated content without appropriate citation.**
- **Leaning on AI to do most of the work, particularly the critical thinking or creative aspects of assignments.**
- **Using AI to bypass necessary steps in assignments, such as reading or analysis.**

A student who cheats, plagiarizes, **uses artificial intelligence(AI)**, or otherwise participates in any academic dishonesty is subject to discipline, up to and including loss of credit, suspension and/or expulsion. Students who participate in academic dishonesty on a classroom assignment will have consequences assigned by the teacher. The student will be required to redo the work or retake the assignment under staff supervision. Students who participate in academic dishonesty on assessments such as tests, quizzes or performance assessments will be an office referral. The parents will be notified. The student will be required to retake the assessment. Consequences will be assigned based on frequency and severity, including ISS and OSS.

Page 22 - Aiding and Abetting

Add - New Section under Fighting / Assaults

Any student who aids, abets (encourages inappropriate behavior), or causes another to commit any offense may receive consequences as if he/she were the principal offender. The student could also face criminal charges if the offense merits a report to law enforcement officials. For example, a student who records a student altercation with a cell phone instead of reporting it to staff, is aiding and abetting the offending individuals.

Page 25 - Technology Acceptable Use Policy

Updated: Additional language to section to be consistent with the high school.

See MS Acceptable Use Agreement section at the end of this handbook.

Students have access to student issued devices along with computers throughout the building for educational use. Student access to computer labs will be subject to change at the discretion of the administration or staff responsible for the supervision of these areas. Use of the internet at school is available to research areas directly related to specific classroom assignments.

The smooth operation of the network relies upon the proper conduct of the students and faculty, who must adhere to strict guidelines and proper ethical behavior when using the Internet/network. To use our computers, network, and internet connection, all students must conduct themselves in a manner consistent with our educational focus. All students must conduct themselves in a manner consistent with our educational focus. All students must conduct themselves in a manner consistent with our educational focus. If the student fails to do so, he/she will be subjected to disciplinary sanctions by the administration and by law enforcement. CPS does not allow any unauthorized video or audio recording during the school day. If the student fails to do so, he/she will be subjected to disciplinary sanctions by the administration and by law enforcement. CPS does not allow any unauthorized video or audio recording during the school day. The district network may NOT be used for personal email, chat rooms, games, streaming video/music, sharing accounts, or accessing any material deemed inappropriate for school.

Page 36 - Interscholastic Sports Rules/Guidelines

Updated: Activities that are offered and when they are offered

Added: Musical, art club, cross country, yearbook, vocal tech, track

		Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Grade	Activity	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May		
5th	Drumline	Drumline											
	DI	Destination Imagination											
	Play	Play											
6th	Drumline	Drumline											
	Cheer	Cheer											
	Intramural Flag Football	Intramural Flag Football											
	Intramural Cross Country	Intramural Cross Country											
	DI	Destination Imagination											
	Play				Play								
	Intramural Girls Basketball				Intramural Girls Basketball								
	Intramural Wrestling				Intramural Wrestling								
	Musical						Musical						
	Intramural Boys Basketball								Intramural Boys Basketball				
	Intramural Volleyball								Intramural Volleyball				
7th & 8th	Drumline	Drumline											
	Cheer	Cheer											
	Yearbook	Yearbook											
	Student Council	Student Council											
	Vocal Tech	Vocal Tech											
	Football	Football											
	Volleyball	Volleyball											
	Cross Country	Cross Country											
	DI	Destination Imagination											
	Art Club	Art Club											
	Girls Basketball				Girls Basketball								
	Wrestling				Wrestling								
	Math Counts					Math Counts							
	Quiz Bowl					Quiz Bowl							
	Robotics					Robotics							
	Boys Basketball						Boys Basketball						
	Musical								Musical				
	Track									Track			

Page 37 - Interscholastic Sports Rules/Guidelines

Updated:

- All 7th and 8th graders are to have a completed physical form prior to any participation.
- All 7th and 8th who plan to participate in interscholastic athletics must purchase a "C-Stamp" before the first competition.
- All 7th and 8th graders will be in the pool for random drug testing*
- All academic work and school responsibilities--including detentions, **after school** suspensions, work assignments, etc.-- assigned by CMS staff will take priority over practices.
- Any athletic participant absent from school for any amount of time, will not be allowed to practice/participate that afternoon or evening without special permission from the administration and coach.
- Only authorized personnel are allowed on buses and school vehicles when making trips with athletic squads.

Page 43 - Lunch Procedures

Updated:

~~Free/Reduced lunch forms will be given to every student at the beginning of the school year; students who are applying for free/reduced status need to return forms promptly. Students are responsible for any charges accrued before the application is approved. Forms can be picked up in the office at any point in the year; these forms should be returned to the office upon completion.~~

Columbus Public Schools strongly encourages all families to complete the free and reduced meal application through Wordware (an online application that also has family balance, payment, and meals charged information) since that information is used to determine eligibility and costs for several student programs. Free and reduced data is also a factor in determining state aid for the

District.

Students who receive free or reduced meals and take a qualifying meal at breakfast and lunch receive it free or at a reduced cost. Ala carte and other additional items not part of the reimbursable meal will be charged at their regular cost.

All costs incurred by a student prior to being approved or additional meal item charges are to be paid promptly every month. Payments can be made online through Wordware.

For information on accessing your Wordware account or assistance with the Free and Reduced application process please contact the Administration Building at 402-563-7000.

Page 44 - Unpaid Meal Balances

Added Section

In the event that a student's account balance reaches -\$15.00, the student may be offered an alternate meal meeting reimbursable requirements of the USDA school nutrition program. The District will also provide the necessary forms for the student's parent or guardian to apply for free or reduced price meals. Such benefits may be applied for at any time during the school year. A la carte purchases will not be permitted if a student's account balance is below \$0.

- See Appendix C for CPS Unpaid Meal Policy

Columbus Middle School



Engaging All Learners to Achieve Success!

Student Handbook 2023-2024

COLUMBUS MIDDLE SCHOOL

Main Switchboard 402-563-7060 ~ School Fax 402-563-7068

Administration

Mrs. Amy Haynes, Principal

Mr. Jordon Anderson, Assistant Principal/Activities Director

Mrs. Adriana Carnes, Assistant Principal

Mrs. Katie Rose, Assistant Principal

2023-2024 Calendar for Columbus Middle School

August 2023 8/16 First Day 6th,7th,8th 8/17 First Day 5th 8/18 First Full Day All Grades 8/23 2:35 Early Dismissal 8/30 2:35 Early Dismissal September 2023 9/4 Labor Day - No School 9/6 2:35 Early Dismissal 9/13 2:35 Early Dismissal 9/20 2:35 Early Dismissal 9/22 Noon Dismissal 9/25 P/T Conferences 9/28 P/T Conferences - No School 9/29 No School October 2023 10/4 2:35 Dismissal 10/11 2:35 Dismissal 10/19 Noon Dismissal/1st Quarter Ends 10/20 No School 10/23 2nd Quarter Begins 10/25 2:35 Dismissal November 2023 11/1 2:35 Dismissal 11/8 No School 11/15 2:35 Dismissal 11/22-24 No School - Thanksgiving Break 11/29 2:35 Dismissal December 2023 12/6 2:35 Dismissal 12/8 No School 12/13 2:35 Dismissal 12/21 Noon Dismissal/2nd Quarter Ends 12/22 No School 12/25-12/29 No School - Christmas Break	January 2024 1/2-1/3 No School/Christmas Break 1/4 3rd Quarter Begins 1/10 2:35 Early Dismissal 1/17 No School 1/24 2:35 Early Dismissal 1/31 2:35 Early Dismissal February 2024 2/7 2:35 Early Dismissal 2/9 Noon Dismissal 2/12 P/T Conferences 2/15 P/T Conferences - No School 2/16 No School 2/21 2:35 Dismissal 2/28 2:35 Dismissal March 2024 3/7 3rd Quarter Ends 3/8 No School 3/11-3/15 No School - Spring Break 3/18 4th Quarter Begins 3/20 2:35 Dismissal 3/27 2:35 Dismissal 3/29 No School - Easter Break April 2024 4/1 No School - Easter Break 4/3 2:35 Dismissal 4/10 2:35 Dismissal 4/17 2:35 Dismissal 4/19 No School 4/24 2:35 Dismissal May 2024 5/1 5th Gr No School/4th Gr Move Up Day 5/3 No School 5/8 2:35 Dismissal 5/15 2:35 Dismissal 5/17 Noon Dismissal - 4th Quarter Ends

STUDENT HANDBOOK 2023-2024

Your student handbook has been written to assist you in becoming a productive member of Columbus Middle School. In preparing for various roles at Columbus Middle School, you must be conscious of your rights and be committed to your duties. Protect these rights by being a responsible citizen in your school community.

Your teachers, counselors, and principals are available to assist you in understanding the important things written in this handbook. Ask them questions if you do not understand the meaning of anything in this handbook.

Disclaimer Notice

This handbook does not form a contract and the school reserves the right to interpret and modify the rules listed within this book.

Mission Statement of Columbus Public Schools

Engaging all learners to achieve success

Vision of the Columbus Middle School

The Discoverer Way: Creating a culture of learning for ALL

To the Parent/Guardian

Columbus Public School's Policy 1005.02 R1 requires that a copy of the Student Handbook be made available to each parent/guardian. This handbook has been prepared to explain and clarify the procedures, policies and regulations of Columbus Middle School. This Student Handbook complies with the law that was passed by the Nebraska Legislature, LB503 (1976), which requires every school district to summarize general rules and regulations regarding student conduct. This law further requires such rules and regulations to be available in writing to all students and their parents/guardians. The school district urges students and their parents/guardians to read this handbook carefully. Parents are invited to contact the school office during normal business hours to inquire about access to instructional materials and/or attend and monitor instructional activities. You are urged to contact any middle school administrator if you have any questions regarding the contents of this Student Handbook.

Notification of Nondiscrimination

Applicants for admission and employment, students, parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all professional organizations holding collective bargaining or professional agreements with Columbus Public School District #1 are hereby notified that this institution does not discriminate on the basis of race, color, national origin, sex, age, or handicap in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the Columbus Public School District #1 compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact the Superintendent of Schools, Columbus, NE 68601, telephone number 402/563-7000. The Superintendent has been designated to Columbus Public School District #1 to coordinate the institution's efforts to comply with the regulations implementing Title VI, Title IX, or Section 504. Any person may also contact the Assistant Secretary for Civil Rights, US Department of Education, regarding the institution's compliance with the regulations implementing Title VI, Title IX, or Section 504.

Notification of Sexual Discrimination

It is the policy of Columbus Public Schools 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 school 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. This non-discrimination policy 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.

Notification of American Disabilities Act

If you have any special needs requests that will assist you in participating in programs, services, or activities of the Columbus Public Schools, please contact the Superintendent of Schools.

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SECTION I STUDENT RIGHTS AND RESPONSIBILITIES – UNDER NE STATUTES

State law establishes the **Student Rights and Responsibilities** identified below. State rights and responsibilities are automatically school district policy as well as building level policy. Therefore, we must be sure that students and parents have been given the opportunity to read them. **SIGNATURE SHEETS**, which will be sent home prior to the first full week of school, should be signed by parents and students and returned according to the deadline printed on the sheet. Students that register after the start of the school year will receive a handbook and signature sheet at the administration building. Parents and students should sign and return the signature sheet at the time of registration or on their first day. In order to assure students understand what the **Student Rights, Rules and Responsibilities** information means, school personnel will also be reviewing it with students during the first week of the school year.

I-A Responsibilities and Right to an Education

A student's right to an education in Nebraska is granted because of provisions in the state's constitution. There are two very important things a student must faithfully do to protect this constitutional right. These two things are: attend school regularly and participate in the learning process. **There are many other things responsible students do while they are students, but nothing is more important than doing the school work assigned by their teachers and being in school regularly.**

The policy of the Columbus Public Schools regarding the right to an education states: The State of Nebraska, as provided for in Article VII, section I, of the Nebraska Constitution, established public schools to provide a free appropriate public education (FAPE) for students between the ages of five and twenty-one. All residents of the Columbus Public Schools from five through twenty-one are entitled to attend public school without tuition. All students are entitled to equal opportunities. Along with one's rights to equality of educational opportunity, each student has a commensurate responsibility to act in such a way as not to interfere with the rights of others to the same opportunity.

Reasonable and necessary order in the schools is essential to the fostering and maintaining of educational opportunity. A student may forfeit his/her right to educational opportunities when his/her conduct substantially disrupts the educational process and deprives others of their rights. The most important things a student must do to protect his/her right to an education are stated as follows:

I-B Attendance Responsibility

All students enrolled in any of the Columbus Public Schools, regardless of how old they are, must attend school regularly and be in all classes to which they are assigned, unless properly excused by an official of the school. Only authorized officials can excuse a student from school. It is the responsibility of the student and his/her parents(s)/guardian(s) to inform the school of the reason for any absence and to comply with the specified attendance procedure of the particular school in which the student is enrolled. Any student who fails to attend school regularly and/or be in his/her classes on time shall be disciplined. Parents/Guardians of students under eighteen years of age may be held legally negligent if their son/daughter fails to meet this attendance responsibility, according to Nebraska Statute §79-201-211.

According to Columbus Board Policy 503 and Nebraska Statute §79-209, the school has the right to compel student attendance. Furthermore, the school is required to notify the parent when their child has missed 5 days. Excused and unexcused absences to school will accumulate towards these 5 days. If any student has accumulated a total of 5 unapproved absences, or a percentage equivalency of 5 absences, the school shall render all services in its power to compel the student's attendance. If a student is absent more than 20 days per year, or the percentage equivalency, the attendance officer shall file a report with the County Attorney of the county in which the person resides. **See Section V in Student Attendance Expectations.**

I-C Academic Responsibility

Students are obligated to complete all schoolwork assigned to them by their teachers. Students are also responsible for bringing materials, such as pencil, paper, computer, and textbooks to class regularly. Any students who fail to show a sincere and regular effort to complete their assigned work may be disciplined for being academically irresponsible.

I-D Health Examination and Immunizations

State law requires that each student entering school must be protected against measles, mumps, rubella, poliomyelitis, diphtheria,

pertussis, and tetanus by immunization. This law further requires that prior to the entrance of a student into the beginner grade and the seventh grade, or in the case of a transfer student from an out-of-state school to any other grade, that he/she be examined by a qualified physician. Any student who fails to comply with these health responsibilities shall be excluded from school until such time as he/ she is in compliance with these responsibilities. For the current school year, a student must have the following immunizations: Three doses of DPT vaccine, three doses of polio vaccine, and two doses of the MMR or MMRV vaccine. Students also need two doses of Varicella (chickenpox) or MMRV given on or after 12 months of age and separated by at least one month. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots. Three doses of Hepatitis B vaccine are required (for students entering for the first time or grades K/1st). Two doses of Tdap (contains Pertussis booster) is required for entry into 7th grade.

I-E Student Records

Columbus Public Schools Board Policy 507 and its accompanying rules govern the maintenance of student records. These records are maintained to assist the instructional, guidance, and educational progress of the student and for legitimate research to better the educational programs of the school district. The means and methods specified by Policy 507 to collect and maintain these important records comply with regulations promulgated in PL 93-380, the Family Educational Rights and Privacy Act of 1974, and various Nebraska Revised Statutes and rules of the State Board of Education. Board Policy 507 assures the confidentiality of student records. Under this policy, students, former students, and parents/legal guardians are assured access to student records; the right to challenge information contained in the student record believed to be “inaccurate, misleading or otherwise inappropriate” and the right to a hearing should a conflict result. The student record for each student may include, but is not limited to, such information as identifying information, attendance records, grade levels completed, aptitude test scores and records of achievement, health records, and family background data. Parents, legal guardians, or eligible students may request to review a student’s student record. The only other persons who have access to the information in the student record are school personnel who have a legitimate educational interest, persons complying with a judicial order, and persons representing federal, state, or accrediting agencies. Parents, legal guardians, or eligible students may request in writing that information contained in a student’s student record be released for their purposes. They may also request copies of information classified as a subsidiary student record prior to its required destruction within three years after the student leaves school. The administrator determines the content of a student’s record.

Schools may make public certain non-confidential directory information in association with recognition for such things as academic excellence, extra-curricular honors and awards, or participation in officially recognized school-sponsored activities. Directory information may include such things as name, address, telephone number, date and place of birth, dates of school attendance, and specific information relating to recognition (such as weight, height of athletic team members). Any parent, legal guardian, or student of legal age who does not wish the school to release such directory information must notify the principal of the school the student presently attends by September 15. Student records other than directory information will only be released upon receipt of a written parental permission for students younger than eighteen years of age. Records of students eighteen years and older will be released only with the student’s own written permission. Release forms are available in the Counseling Office. Throughout the year students may be photographed for various reasons. Parents who wish their child not participate in said photographs may request such in writing. If parents/guardians request that their child be placed on the “no photograph” list, the child will not appear in the yearbook, newspaper, or other media outlets. Students and parent(s)/guardian(s) who have any additional concerns regarding their rights under Policy 507 and various federal and state laws are encouraged to contact the building principal of their school. A copy of Policy 507 and its accompanying rules may be obtained for the cost of reproduction from the Office of the Superintendent of Schools. Students and parent(s)/guardian(s) may file with the Department of Health, Education and Welfare complaints concerning alleged failures of the school district to comply with federal legislation dealing with student records.

I-F Freedom from Sexual Discrimination

It is the policy of Columbus Public Schools 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 school 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. This non-discrimination policy 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. The full Title IX Policy is CPS school board policy 103.00 Title IX.

I-G Responsibility and Right to Freedom of Assembly

The Board of Education of the Columbus Public Schools recognizes that Freedom of Assembly is a right protected by the First Amendment of the Constitution of the United States. The exercise of this right must be conducted in a responsible manner so as not to interfere with the educational activities of the school district.[CPS Board Policy 504.07 and 506.02R1]

I-H Search and Seizure

Students possess the right of privacy of person as well as freedom from unreasonable search and seizure of property guaranteed by the Fourth Amendment of the Constitution. This individual right, however, is balanced by the school's responsibility to protect the health, safety, and welfare of all its students. According to CPS Board Policy 504.08, school employees may conduct searches when they have reason to suspect that the health, safety, and welfare of students may be in danger. Any school employee making a search or a seizure will follow these guidelines:

- 1) General searches of school property (including personal items such as book bags, purses, coats, etc., found on school property) will be conducted at any time when there is reasonable cause for school employees to believe that something that violates a law or school rule is on school property. This search of school property may be made without the student being present.
- 2) Illegal items (e.g., firearms, knives, weapons, drugs) or other possessions reasonably determined to be a threat to the safety, security of others, or which might possibly interfere with school purposes will be seized by school employees.
- 3) Items which are used to disrupt or interfere with the educational process may be removed from a student's person.
- 4) A student's person may be searched by school employees when there is reasonable cause to believe that the student has on his/her person illegal items or other items that may interfere with school purposes.
- 5) Lockers and desks are the property of the school district and are made available to students for their convenience. Lockers are randomly searched. Each student is responsible for the content or security of his/her locker. Each student is assigned a locker with an individualized lock combination. Students are advised not to disclose the combination to other students. Some students will be assigned to share a locker with another student. The student(s) solely assigned to the locker are responsible for the locker and will be held accountable for all items in the assigned locker. The school assumes no responsibility for items placed in a shared locker or shared combination. Students are not permitted to share lockers with anyone other than their assigned partner. Violation of this policy may result in a revocation of locker privileges and a school consequence. Columbus Middle School has a responsibility for providing a secure educational environment for students and staff. In cooperation with local law enforcement agencies, we work together to maintain a safe and drug-free environment, which includes using appropriate and necessary means to search lockers and the grounds for illegal substances. Canine drug units can be used to search the building and grounds at Columbus Middle School (Policy 504.15). The canine drug units are trained and handled by law enforcement officers. Such searches will be unannounced during the school day. Established security drill procedures are implemented to facilitate the search and to ensure students and staff are out of the hallways and into their classrooms.

I-I Recording of Students

The Columbus Public School Board has approved the use of security equipment to monitor students and staff at Columbus Middle School. For the security of our students, staff and school grounds, Columbus Middle School is equipped with numerous security cameras. Select areas of the Columbus Middle School and surrounding property are monitored by security cameras. Students may be recorded while in any area of the building, including in the classroom, or on school grounds with the exception of the locker rooms and bathrooms. The information gathered through recording may be used as part of disciplinary proceedings against a student and/or may be added to a student's disciplinary file if deemed appropriate by the Columbus Middle School Administration.

I-J Responsibility and Right of Freedom of Expression

The right to freely express oneself is justifiably tempered with responsibilities to ensure that the expression made does not interfere with the rights of others. The official school policy and the responsibilities students have when expressing themselves are contained in this handbook to promote reasonable communication. This reflects one of the purposes of the Columbus Public Schools. [CPS Board Policy 504.07] That purpose is to encourage the use of good language skills while providing educational experiences for students. The official school policy in regard to Freedom of Expression states: "The Board of Education of the Columbus Public Schools recognizes the First Amendment of the Constitution of the United States of America as being an essential part of the learning process. The Board of Education further recognizes that students need guidance in exercising the right of Freedom of Expression so that they do not interfere with the rights of others." The following statements are made to guide students in exercising their constitutional right of Freedom of Expression.

1) Oral Expression:

Schools must encourage inquiry and expression of ideas. Such expression should include the personal opinion of students relevant to

subject matter being taught, to school activities and policies, to school administration, and to matters of broad social concern and interest. In so expressing themselves, students have the responsibility to refrain from the use of slanderous remarks, obscene language, and language derogatory of race, creed, sexual orientation and national origin or handicapping condition, and to conduct themselves in such a way as to allow all persons the opportunity to express themselves freely if they so desire.

2) Symbolic Expression and Related Activities:

Symbolic expression is defined as that type of expression, exclusive of verbal and written expression, which conveys the personal ideas, feelings, attitudes, and opinions of an individual. Length of hair, choice of clothing, buttons, badges, and armbands are some examples of symbolic expression. Each student has the right to express himself/herself by way of symbols subject only to the restrictions that such expression does not result in overt exhibitionism, disruption of the educational process, be obscene, disrespectful, or obviously annoying to others.

I-K Rights of Individuals with Handicaps

It is the CPS Board policy to not discriminate against any student who is a resident of the district on the basis of his or her handicap in admission or access to its programs and activities. Any student who may believe the school district is not complying with Section 504 of the Rehabilitation Act of 1973 should inform the Superintendent of Schools of his/her complaint.

I-L Homeless Student Policy

It is the policy of Columbus Public Schools to make reasonable efforts to identify homeless children and youth of school age within the district, encourage their enrollment and eliminate existing barriers to their receiving an education, which may exist in district policies or practices.

I-M Special Education Services

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Director of Student Services. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website:

[https:// www.education.ne.gov/sped/regulations.html](https://www.education.ne.gov/sped/regulations.html).

I-N Pregnant or Parenting Students

CPS Board policy 503.07 recognizes that pregnant or 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. The district will educate pregnant or parenting students and will provide reasonable accommodations to support and encourage all pregnant or 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.

SECTION II DISCIPLINE – UNDER NE STATUTES

II-A Disciplinary Actions by Staff

Intervention: A conversation between the student and school personnel. The purpose of this form of counseling is not to lecture the student, but to inform him/her that his/her behavior needs to change so that he/she does not violate the rights of others or to help the student improve his/her learning capabilities.

Parent Contact: written communication, phone call, or face-to-face meeting of a student's parent(s)/guardian(s) and school personnel to discuss the student's behavior or learning process. The school intends to seek the assistance of the student's parent(s)/guardian(s) in helping the student to become a better student.

Detention: requiring that a student remain after or before school for a period of time. It is intended that students serving detention will be doing school-related work. Teacher Detention assigned by and monitored by classroom teachers for class related issues. Office Detentions are assigned by administration for Office Referrals. Skipping detention may result in additional time served in Thursday Night School.

II-B Disciplinary Actions by Administrators

1) Rearrangement of Schedule: assigning a student to a new schedule of classes and/or in-school suspension when the behavior of the student is such that the student cannot conduct himself/herself in an acceptable manner.

2) Restriction of Extracurricular Activities: Informing a student that he/she cannot participate in certain activities because of his/her past or present behavior. Such actions as this are intended to improve student behavior at home and school.

3) Private Dining/Lunchroom Suspension: Placing a student in a designated room rather than the cafeteria. The purpose is to remove the student from their peers during their social lunch for behavior or academic problems. Students may be expected to work as well as eat during this time.

4) Behavior Plans: action taken by the principal and/or assistant principal(s) to assist a student in resolving his/her behavioral problems. Such action is in the form of certain stipulated conditions agreed to by the school, the student and the parent(s)/guardian(s).

5) Counseling:

- a. Requirement that a student receive counseling/educational evaluation: an action that may require a student to visit a guidance counselor, medical counselor, or psychological counselor, to assist the student in resolving his/her problem.
- b. Recommendation that a student receive counseling/educational evaluation: an action that may require a student to visit a guidance counselor, medical counselor, or psychological counselor, to assist the student in resolving his/her problem *at parental expense*.

6) In-School-Suspension (ISS): Students are placed in the ISS room rather than their regularly scheduled class(es). Students are supervised and expected to carry on their studies as well as abide by ISS rules. Assigning students to ISS is at the discretion of the administration. Students who experience a high frequency of In-School-Suspensions will be suspended out of school at the discretion of the administration up to and including a period of 5-days.

- a. In-School Suspension hours will be from 8:00 to 3:40. Students who have been placed in ISS must report to the office immediately upon arrival to school. (ISS students are not allowed to sit in the a.m. waiting area.) At 8:00 a.m., a supervisor will escort these students to the ISS room. If requested, students will be served breakfast at this time. Since part of the ISS consequences is elimination within a regular school day, students will be provided a lunch from the cafeteria during an assigned time. Students will remain in ISS until dismissal, at 3:40.

7) Thursday Night School: Students are assigned up to a 2-hour detention. The purpose is to enable students to fulfill disciplinary consequences and time accrued from absences/tardies. Thursday Night School will be from 3:30 to 5:30. Students are expected to work on school assignments and obey all school rules during Thursday Night School.

8) Out-of School-Suspension (OSS) and Exclusion:

- a. **Short term:** exclusion of a student from attendance in all schools within the system for a period not to exceed five school days.
- b. **Long term:** exclusion of a student from attendance in all schools within the system for a period exceeding five school days but less than twenty school days.

Any student who is suspended from school will not be allowed to attend or participate in school activities within the system until he/she is reinstated to school. This includes athletic events, plays, concerts, dances, and other special events held at school. In addition, students are not allowed on school property.

9) Expulsion: §79-250 states that expulsion is exclusion from attendance in all schools within the system in accordance with §79-283.

10) Emergency Exclusion: immediate withdrawal of a student from school for:

- a) Presenting 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.
- b) A dangerous communicable disease as cited in §79-4,177.

11) Mandatory Reassignment: Students may be reassigned to an alternative educational setting or an in-building alternative setting. Students may also be required to complete alternative instruction activities including instructional packets.

12) Legal Action in Court of Law: Any disciplinary action taken against a student will comply with existing state and school board policies and shall afford the student due process.

13) Student Conduct: Student conduct shall constitute grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, 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. §79-267

14) Suspension based on excessive disciplinary referrals Students who amass **10 or more multiple** disciplinary office referrals during a school calendar year may be suspended from school by the administration.

II-C Right to Due Process and Student Suspension

CPS Board Policy 504.01 states: The Board of Education of the Columbus Public Schools “views the establishment of rules and responsibilities governing student behavior as a necessary element of the educational process. The rules and responsibilities governing student behavior established pursuant to this policy and other School Board Policies affecting student personnel shall be approved by the district’s established procedure prior to their use. All rules and responsibilities established by the school district and any other rules established by individual buildings governing student behavior at school shall be publicized.”

The CPS Board recognizes that each classroom teacher needs to establish certain rules governing the educational process of which they are in charge. Any rules established by individual teachers are to be reflective of school policies and rules. Such rules are exempt from CPS Board approval and need only to be made known in each individual class they are in charge of. Any behavior on the part of the student that violates school policies, rules, or regulations may be subject to disciplinary action. Any disciplinary action shall be administered within the fundamental framework of due process. The fundamental framework of due process varies according to the frequency and severity of the situation.

1) Short-Term Suspension (1-5 days): Due process afforded the student in a short-term suspension (1-5 days) and set forth in CPS Board Policy 505.02 includes the following:

- 1) Notice of the charge against the student
- 2) An explanation of the charge against him/her
- 3) An opportunity for the student’s explanation of the incident(s), issue(s), and/or event(s)
- 4) Written notification within 24 hours, or such additional time as is reasonably necessary, to the parents or guardians of the student stating: a) the reason(s) for the short-term suspension; b) dates of the short-term suspension
- 5) the decision of the administrator shall be final

2) Long-Term Suspension (6-19 days): (This procedure covers long-term suspensions, expulsion, and exclusion.) Due process afforded the student in long-term suspension, expulsion and exclusion and are covered in detail in CPS Board Policy 505.02 include the following with written notification to parent(s) or guardian(s) indicating:

- 1) The rule(s) or standard(s) of conduct allegedly violated
- 2) The penalty recommended by the school official in charge
- 3) A statement indicating the student has the right to a hearing on the specified charges upon request
- 4) A description of the hearing process and appeal hearing
- 5) A form for parents/guardians to fill out in order for parents to request a hearing (to be signed and returned to the Superintendent of Schools)

Nothing in the above procedure precludes the student, student’s parent(s)/guardian(s), or representative from discussing and settling the matter with the appropriate school personnel prior to the hearing. In the event the school does not receive a request for a hearing within five school days following the receipt of the written notice, the punishment shall go into effect. A hearing can still be requested prior to thirty calendar days after the actual receipt of written notice; however, the punishment imposed may continue in effect pending final determination. The appeal procedure shall be as set forth in School Policy 505.02.

SECTION III CLASSROOM DISCIPLINE

The classroom discipline policy is primarily aimed at maintaining an orderly environment for the students and staff of Columbus Middle School. Classroom teachers are responsible for classroom discipline with the assistance of administrators, school counselors, school psychologists and outside agencies when necessary. To maintain a quality learning environment students are expected to abide

by the Discoverer Way - Be Responsible, Be Respectful, Be Safe, and Be Kind.

BIST (Behavior Intervention Support Team): Columbus Public Schools utilizes the BIST model to support students and the learning environment.

BIST Goals for Life are goals we help students obtain so they may have the life they want and deserve.

- I can make good choices even if I am mad.
- I can be okay even if others are not okay.
- I can do something even if I don't want to (or even if it's hard).

Safe Seat: The Safe Seat is a place within the classroom for students to help them regroup, process with the adult, and actively participate in the class. The Safe Seat is away from the other students while still being within the learning environment. If students are unwilling to sit in the Safe Seat or participate appropriately in the Safe Seat, they move to the Buddy Room.

Buddy Room: A seat in another teacher's classroom to help a student regroup, complete a Think Sheet, and process with the adult so they may return to the classroom Safe Seat. The Buddy Room is another classroom, preferably the same grade level content. If students are unwilling to go to the Buddy Room or participate appropriately in the Buddy Room, they move to the Recovery Room. A teacher will notify parents in the event their child has been moved to the Buddy Room.

Recovery Room: A place in the school where students can go to practice their missing skills, stop acting out, calm down, prepare an apology, and create a plan to make better choices for themselves. Students remain in the Recovery Room for a length of time determined by the teacher or an administrator. A teacher will notify parents in the event that their child has been moved to the Recovery Room.

Triage: Daily check-in with an adult to practice skills, assess emotions, establish focus about what it means to have a successful day, and formulate solutions if problems occur.

Processing: A conversation between the adult and the student so the student may take ownership, practice skills, and create a plan to make better choices.

Behavior Card: A daily visual of goals the student is working on to help him/her problem solve and self-monitor behavior.

SECTION IV SCHOOL RULES AND EXPECTATIONS

The following rules have been established under direction of the CPS Board of Education discipline policies, the Student Discipline Act and Neb. Rev. Stat. § 79-267 for use on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose, and at all school-sponsored activities or events. Compliance with the following standards of conduct is mandatory. A referral is defined as a summons or directive to the office due to an administrative rule violation usually resulting in disciplinary action by an administrator based upon frequency, severity, and age. Repeated instances of receiving office referrals may result in ISS, OSS, expulsion and/or alternative placement.

All students are expected to acquire the knowledge and skills necessary to perform civic, academic, and behavioral expectations with proficiency. The following sections outline performance expectations and correction measures.

Administrative Discipline – Civic Expectations

All students are expected to perform according to civic expectations. These expectations were established as an instructional tool so students function effectively within the school community.

Civic Expectation #1 - Contribute constructively to community

- Wear clothing that does not offend or disrupt others in the school community at school or school sponsored events.
- Act in a manner that does not offend or disrupt others in the school community.
- Refrain from possessing or using objects that may be disruptive or offensive to the school community.
- Touch and speak in ways that protect the integrity of others.

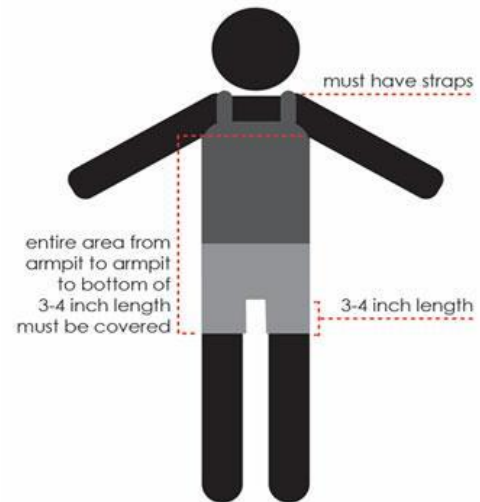
- Complete your own work and accept responsibility for that work.
- Report accurate and truthful information to members of the school community.

IV-A Dress Code for Students

Columbus Public Schools respects students' rights to express themselves in the way they dress. All students who attend Columbus Middle School are expected to respect the school community by dressing appropriately for a 5-8 educational environment. Student attire should facilitate participation in learning as well as the health and safety of students and the adults that supervise them. This code is intended to provide guidance for students, staff, and parents.

Minimum Requirements:

- Clothing must cover areas from one armpit across to the other armpit, down to approximately 3 to 4 inches in length on the upper thighs (see images below).
- Tops must have shoulder straps.
- Rips or tears in clothing should be lower than the 3 to 4 inches in length.
- Shoes must be worn at all times and should be safe for the school environment (bedroom shoes or slippers shall not be worn, except for school activities approved by the principal).
- See-through or mesh garments must not be worn without appropriate coverage underneath that meet the minimum requirements of the dress code.
- Headgear including hats, hoods, and caps are not allowed unless permitted for religious, medical, or other reasons by school administration.
- Specialized courses may require specialized attire, such as sports uniforms or safety gear.



Additional Requirements:

- Clothing may not depict, imply, advertise, or advocate illegal, violent, or lewd conduct, weapons, or the use of alcohol, tobacco, marijuana, vape products, or other controlled substances.
- Clothing may not depict or imply pornography, nudity, or sexual acts.
- Clothing may not display or imply vulgar, discriminatory, or obscene language or images.
- Clothing may not state, imply, or depict hate speech/imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, or any other protected classification.
- Sunglasses may not be worn inside the building.
- Clothing and accessories that endanger student or staff safety may not be worn.
- Clothing intended to be worn as outerwear (e.g., coats, hats, gloves) may not be worn inside the building.
- Apparel, jewelry, accessories, tattoos, or manner of grooming that, by virtue of its color, arrangement, trademark or any other attribute that have been identified by outside agencies (police and other law enforcement agencies) as denoting membership in a gang that advocates illegal or disruptive behavior is prohibited.

The administration reserves the right to determine what constitutes appropriate dress. Students who wear inappropriate clothing will be asked to change for the remainder of the day. Students will not be allowed to attend class until they have changed into appropriate clothing. If a student chooses to contact a parent/guardian and wait for a change of clothes, the instruction time lost will be made up. Students who repeatedly violate the dress code will be issued disciplinary consequences.

*To be helpful, examples of improper clothing have been given. However, these examples are not to be considered an all-inclusive list. If parents or guardians are unsure if clothing is appropriate, please call and talk to an administrator. Please, keep this list in mind when buying school clothing. The Columbus Middle School administration is empowered by the CPS Board of Education to use their

discretion in dress code cases. Columbus Middle School administration will make the final determination on whether an article of clothing is appropriate.

IV-B Non-Instructional Areas

Students are only to be in non-instructional areas (such as hallways, bathrooms, cafeteria, commons, school grounds) when authorized. Students are to conduct themselves as a Discoverer, and should always follow the Discoverer Way.

IV-C Responsible Outdoor Behavior

1. Students need to respect the CMS property and be a good neighbor to the owners of the properties surrounding CMS.

This includes:

- Walking on sidewalks and avoid walking on the grass
- Not climbing or hanging on/from trees and landscaping
- Not otherwise interfering with landscaping (e.g., throwing landscaping rocks, picking flowers)

2. Students should not throw snowballs while on school grounds, on their way to and from school, or while attending school events.
3. Students may not climb on, jump from, or otherwise be unsafe on snow piles

IV-D Loitering

Students may not be in school buildings, on school grounds, in faculty parking lots, or at any CPS sponsored event without the permission of school personnel before school begins or after school is dismissed or the activity is completed. In the morning, students must report directly to breakfast or their designated waiting area. Students are not allowed to be in the halls or classroom without a pass from a staff member. Students must leave the building and school grounds by 3:45 unless they are participating in a school sponsored activity or serving a teacher or office detention. Students attending events should stay within the designated event area; students may not go to their locker or other parts of the building without a pass from a teacher or administrator.

IV-E Student Transportation

- 1) Skateboards: Due to the potential danger to skateboarders and to other people who might be on the site, the CPS Board of Education bans the riding of skateboards on school property or property under the control of the School District.
- 2) Bicycles: Bicycles should be walked on school property. Bicycles must be parked in the racks provided. All bicycles should be equipped with locks. The school is not responsible for damage or theft while bicycles are on school property.
- 3) Motorized Equipment (e.g., hoverboards, scooters): Motorized equipment cannot be ridden on school property. Motorized items cannot be brought into the school building.

IV-F Behavior Off School Grounds

Students are not to interfere with the ability of other students to travel to and from school safely and without verbal, physical, or sexual harassment. Students are not to participate in activities that are potentially dangerous to themselves, other students, or the public while on their way to and from school. Off campus incidents will be reported to the police.

Behaviors that occur off of school grounds that directly affect members of the Columbus Middle School student body, staff or the instructional program at Columbus Middle School may be reported to the appropriate outside agencies such as law enforcement and Health and Human Services.

IV-G Before and After School Waiting Area Procedures

- Students should enter the building as soon as they arrive on school grounds.
- Between 7:00 am and 7:30 am, students must report to the cafeteria for breakfast or study hall. After 7:30 am, students must report to breakfast or their assigned AM Waiting Area.
- Students should go to the waiting area assigned to their grade and find a seat. Students are to stay in that seat.
- Students should respect the personal safety, space, property, well-being and rights of all people in the waiting areas.
- Students need to immediately follow all school rules, waiting area procedures, and instructions (requests) from staff members exactly as they are given. If clarification is needed, students should ask a staff member appropriately.
- Students are not allowed to use their computers in the waiting area. Students may use their cell phones to play games but cannot make calls or take pictures/videos. Students that do not abide by these rules will receive consequences.
- If students need to leave the morning waiting area, they need to ask a monitor's permission.
- If students are waiting for a ride after school, they should sit or stand quietly with friends until their ride arrives. No horseplay (e.g., yelling, chasing each other, kicking, fighting, wrestling, swearing, throwing of items) is permitted. Behavior should follow

the school rules.

- Students are expected to use the crosswalks at all times when arriving or leaving school property. This includes if they are walking, riding bicycles, etc. Violations of traffic laws, such as jaywalking and obstruction of traffic, could result in police citations.
- Students must leave school property by 3:45 p.m. Teacher supervision ends at 3:45 p.m. Students are allowed to wait for their rides on any side of the building until 3:45 p.m. At 3:45 p.m., students must wait in the front vestibule or in the activity entrance vestibule or off of school grounds. Any student waiting for a ride should continue to follow all school rules.
- On early dismissal days, students are to be off school grounds within 15 minutes of dismissal. All regular dismissal rules apply to early outs with adjusted times.
- On early out Wednesdays, students who are participating in after school activities (e.g., drama, sports) should leave school grounds by 2:50 p.m. and may return for practice no earlier than 4:00 p.m. Students who remain in the building between 2:50 p.m. and 4:00 p.m. must attend after school clubs or Wednesday study hall.

IV-H School-Sponsored Activities - Suspensions & Expulsions

Students who are suspended, expelled, out of school or suspended from school events will not be allowed to participate in or attend school-sponsored activities at any school within the system until they are reinstated.

IV-I Contraband, Electronic Devices

Items that violate state law or school policy or which threaten to disrupt the teaching and learning environment may not be brought to school. Items of this nature are not allowed at school and will be confiscated. Additional consequences may also be issued. Items include:

- 1) Contraband: any item not on the school supply list, including but not limited to toys and trading cards
- 2) Electronics: any electronic item not school issued or requested by a teacher, including but not limited to handheld video games

If an item is not on the school supply list or directly requested by a teacher or staff member, do not bring it to school.

Items confiscated from students may be required to have a parent/guardian pick up the item from the main office. Contraband repeatedly confiscated from a student may be held until the conclusion of the school year and a parent/guardian will be required to request to pick up the item, in writing, to an administrator. Contraband held until the end of the current school year will be disposed of after June 1st. Items deemed necessary to be turned over to law enforcement will become property of law enforcement and they determine if they are returned to their owner or not.

IV-J Smartwatches, Cell Phones

Smartwatches, or devices that connect to the internet, may be worn in the school. Teachers may ask students to remove the Smartwatch/device during assessments or at any other time. Students must comply with each teacher's classroom rules regarding smartwatches use in class. If students misuse the worn devices, staff may confiscate them. Misuse could consist of but is not limited to texting, taking photographs, recording, accessing websites/applications, etc. Consequences for misuse of a smartwatch will be the same as for a cell phone.

Students may not use cell phones while at school, except as permitted in this handbook. Students may use their personal device in the morning waiting area, so long as they do not create a distraction or a disruption. Students may not use cell phones or other electronic devices while they are in locker rooms or restrooms. Students are personally and solely responsible for the security of their cell phones and other electronic devices. Students must comply with placing their cell phone turned off and in their locker or backpack during the school day. The school district is not responsible for theft, loss, or damage of a cell phone or any calls, communications, or transactions made on a cell phone.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution, and possible inclusion on sex offender registries.

Students are not to use cell phones/smartwatch in the building during school hours. The consequences for using a cell phone during school hours will be:

First Offense: phone/smartwatch will be confiscated and a parent will be required to pick up the phone/smartwatch.

Second Offense: phone/smartwatch will be confiscated, a consequence will be issued to the student and a parent/guardian will be required to pick up the phone/smartwatch. A meeting with parents/guardians will be held to develop a plan. The plan may include loss of privileges to possess a phone/smartwatch or the student may be required to check in his/her cell phone/smartwatch in the front office daily, or will no longer be allowed to bring a cell phone/smartwatch to school.

Third Offense: phone/smartwatch will be confiscated and a meeting with parents/guardians will be held to develop a plan. The plan may include loss of privileges to possess a phone/smartwatch for a set period of time. The student will be issued a consequence.

Students will be issued more severe consequences for cell phone usage in the building, on district grounds, and/or at school sponsored events (including talking, text messaging, picture taking, audio/video recording, etc.).

Cell phones or electronic devices must never be used to photograph or record others without their knowledge on school grounds. If a student is found to have violated this rule, particularly if the resulting image or recording was of a verbal or physical altercation or utilized to harass, intimidate or demean another student, would be subject to an investigation procedure that may result in discipline, up to and including, suspension and expulsion.

IV-K Social Media

Social media sites are public platforms. Your school administrators, parents, and law enforcement may see the information contained on these pages or posts. This material is also accessible to people who you do not know now, but may later want to impress—such as college admissions, scholarship officials and prospective employers. In fact, many large companies now search the internet as a means of conducting background checks on job applicants. What you say now in any social networking format may affect you years after the fact. What you do and say now on social media (e.g. Facebook, Twitter, Snapchat, Instagram, TikTok) may also affect you later. Students whose social media activity demonstrates that the student violated the code of conduct may be subject to discipline, up to and including suspension or expulsion. Further, criminal charges may be filed based on information posted on such sites.

Consequences: Students who violate this policy will have their cell phones or other electronic devices confiscated immediately. The administration will return confiscated devices to the offending student's parent or guardian after meeting with the parent or guardian to discuss the violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

IV-L Identify Self

Students will identify themselves, and/or show their ID when asked to do so by school personnel. Any student who fails to identify himself/herself upon request may receive a consequence.

IV-M Lockers

Teachers will assign each student to a hall locker, which can be used to safely store personal possessions, books, and materials. Some students will have locker partners while others will not. Some lockers have built-in combination locks while others will be secured with combination padlocks. All locks on hall lockers must be school issued. No locks from home will be permitted. Combinations on built-in locks are rotated each summer and padlocks are assigned to a new teacher each fall for added security. Both kinds of locks provide excellent security provided that (1) students do not tell their combination to anyone else, and (2) students lock the locker after each use. Students should report all lost or stolen padlocks and all broken or malfunctioning built-in locks to the teacher assigning the locker. Students who report lost or stolen padlocks will be assessed a replacement fine of \$6.00 and issued a new lock immediately. Students who report broken or malfunctioning built-in locks will have them repaired or replaced immediately. All padlocks must be turned in at the end of the school year. If the student(s) should damage or fail to return a padlock, a \$6.00 fine will be assessed.

Every effort will be made to assure locker security for all students. Students who are experiencing locker or lock problems should report the problem to the teacher assigning the locker. To help assure security, students should only use the locker assigned to them by

their teacher and keep the locker locked when it is not in use. Having a locker is a privilege, not a right. Violations of the locker policy could result in the loss of this privilege. Students who are caught storing items in a locker not assigned to them are breaking School Rule #1 (respect the rights, space, safety, well-being, and property of others) and will receive appropriate consequences..

1) Decorating Hall Lockers

In honor of special occasions, students may decorate hall lockers before or after school only if:

- a) they have permission to do so and have obtained a pass from the school office (no more than two people may decorate a locker at one time;
- b) they provide their own materials (i.e. tape (masking tape only), scissors, paper, etc.);
- c) the size of the decoration does not exceed the size of the locker;
- d) the decorations do not disrupt the learning environment, violate school rules, litter the area around the locker; or offend staff or other students;
- e) they remove the decorations and clean up the locker within 48 hours of putting them up. Students must clearly date the decorations as to when they were put up;
- f) decorations may NOT include an autograph sheet, glitter, balloons or other distracting items;
- g) students may not decorate the outside of their own locker.

IV-N Telephone Usage

Telephones in the Columbus Middle School office and classrooms are business phones and are restricted to such use. Students may only use the school business phones when the call is urgent or an emergency. Quite often, students need to communicate to parents/guardians regarding a teacher request to stay later than the 3:30 dismissal time. If possible, classroom teachers or paraprofessionals will witness the student calling the parent or personally make the call to the parent/guardian to explain the request to stay after school. Students may use either the office telephone or a classroom telephone (as directed by the teacher issuing the pass) to inform parents that they must stay after school for additional help or a teacher or office detention. If a parent/guardian cannot be reached, a voicemail will be left when possible. Students will not be allowed to make personal or non-essential phone calls from school telephones.

IV-O Deliveries to the Office

When dropping off items for your child at the front office, we ask that you label these items clearly with first and last name (and grade level) to ensure prompt and proper delivery. Because we will not have office aides available each period, we will deliver items and messages to students only as it is feasible for us to do so. If the delivery is urgent, we may have to call a student out of the classroom to pick it up in the office. Gift deliveries which are sent to the student at school (i.e. flowers, balloon bouquets, etc.) will be kept in the main office until the end of the school day. The office will send a message to the student to pick up the item before leaving school.

IV-P Candy/Gum/Snacks

There will be NO candy, pop, or snack food items allowed anywhere in the middle school unless they are permitted by a staff member who is directly supervising their use (i.e. as a classroom reward or designated snack-time). Snacks must be in individual-sized, wrapped packages. Students may not share snacks or distribute snacks to other students. If violating the procedure becomes a chronic problem, the teacher will refer the student to the office. The chewing of gum is at the discretion of the classroom teacher. If the student is allowed to chew gum in school, it needs to be disposed of properly and not disrupt the learning environment.

IV-Q Open Containers of Liquids

Students are allowed to carry bottles filled with plain water. These bottles must have a sealable cap (no straws). **Water bottles that are squeezable (like sports bottles or Gatorade water bottles) are prohibited.** Students who abuse the water bottle privilege will not be allowed to carry a water bottle. Students are not to have open containers of any other beverages in the hallways or in their lockers. Plastic bottles with screw top lids are considered open when the seal has been broken. Staff may confiscate or ask students to throw away open containers. Students should have their name clearly marked on their water bottles and water bottles may not be shared with other students. Unopened cans/bottles/boxes of juice may be brought from home for lunch but must be kept in students' lockers until the lunch period and only be consumed in the cafeteria.

IV-R Book Bags

Students are allowed to use book bags to transfer school related items to and from school. Book bags may be used to transfer school items to each class. A student may use a bag to transport fitness clothes to and from fitness class.

IV-S Marking on School Property

Students are not to damage or to write, draw, carve or mark on school property in any way. Neb. Rev. Stat. § 79-267

IV-T Fees, Charges and Fines

Students may be assessed fines or expected to pay damages when they are responsible for a loss or damage to school property or other people's property. This would include book fines, textbooks, broken windows, damage to laboratory equipment above and beyond expected wear and tear, damage to another student's or staff member's personal property, etc. The school supplies many items for student use and it is expected that students will not abuse such items. Students are responsible for materials they check out from the library/media center and may be assessed fines for lost or damaged items.

IV-U Display of Affection

Students are not to exhibit displays of affection which would be considered embarrassing or distracting to others on school grounds or at school-sponsored activities. This includes hugging and hand-holding.

IV-V Responsibilities of Students When Expressing Themselves

When students express themselves at school, at school-sponsored activities, or in public places away from school, they must abide by the following rules:

- 1) The expression shall not contain words or pictures that are considered indecent, lewd, obscene, profane, vulgar, off-color, fighting words, swear words, phrases which contain threats, or physical gestures which are offensive or threatening to anyone seeing or hearing the expression; and expressions which undermine or are disrespectful to school personnel.
- 2) The expression of the student shall not contain words, phrases, or gestures that ridicule or belittle.
- 3) The expression of the student shall not encourage other persons to violate school rules.
- 4) The expression of the student shall not be unusually loud, or interfere with, or obstruct any lawful mission, process, function, or purpose of the school.
- 5) The expression of the student shall not be slanderous (spoken lies).
- 6) The expression of the student shall not be libelous (written lies).
- 7) The expression of the student about, or directed to any teacher, administrator, or other school employee at any time in a public place or on social media with the six previously stated rules governing student expression. (Example: Any student who shall refer to a teacher in a public place at any time by a lewd or obscene manner that the teacher and/or others hear/see the insult may be disciplined by school authorities.)

Any student who fails to meet these requirements when expressing himself/herself may be disciplined. [CPS Board Policy 504.07]

IV-W Academic Responsibilities Guidelines

In an effort to deter students from attending class unprepared or becoming behind in their academic work, the CMS staff uses a variety of teacher interventions to assist students. These interventions include: WIN, student agendas, before and after-school study halls, student progress reports, academic behavior cards, academic improvement plans, 504 plans, parent meetings, and student incentives. Additional administrative interventions approved by the Board of Education will also be used to ensure students are working up to their potential.

*Requirement of an end-of-the-year grade average of 60% or better in core classes to attain promotion to high school (8th grade only)

*Thursday Night School attendance

*Summer school for 8th grade students to avoid retaking 8th grade core classes in 9th grade

*Summer school offerings for 5th, 6th and 7th grade students who end of the school year of 59% or below

*Before and after school study halls

*Grade Level Retention

IV-X Academic Dishonesty

Students should always do their own academic work. Students may not cheat, plagiarize, use artificial intelligence(AI), or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.

- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, “cheat sheets,” or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.
- Copying significant portions of AI-generated content without appropriate citation.
- Leaning on AI to do most of the work, particularly the critical thinking or creative aspects of assignments.
- Using AI to bypass necessary steps in assignments, such as reading or analysis.

A student who cheats, plagiarizes, **uses artificial intelligence(AI)**, or otherwise participates in any academic dishonesty is subject to discipline, up to and including loss of credit, suspension and/or expulsion. Students who participate in academic dishonesty on a classroom assignment will have consequences assigned by the teacher. The student will be required to redo the work or retake the assignment under staff supervision. Students who participate in academic dishonesty on assessments such as tests, quizzes or performance assessments will be an office referral. The parents will be notified. The student will be required to retake the assessment. Consequences will be assigned based on frequency and severity, including ISS and OSS.

IV-Y Copyright and Fair Use Policy

It is the school’s policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship (17 U.S. Code § 107). Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The fair use doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the fair use of a copyrighted work, including reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted fair use, rather than an infringement of the copyright:

The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes; the nature of the copyrighted work; the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is fair.

Students who are unsure whether their proposed reproduction of copyrighted materials constitutes "fair use" should consult with their teacher or building administrators, review the school district’s copyright compliance policy, and review Copyright for Students found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

If copyright or fair use is violated, consequences from the school or outside agencies may occur.

IV-Z Altering School Records, Reports, Grades, Etc.

Students are forbidden from changing and/or falsifying school records, reports, grades, etc. Any tampering with such documents shall result in disciplinary actions.

Civic Expectation #2 – Interact effectively with others

- Respond without complaint to staff member or administrative directives.
- Follow staff member or administrative directives in a timely manner.
- Demonstrate respect for individuals responsible for school safety.
- Respect the right of others to make choices without verbal/physical coercion or intimidation.

IV-AA Insubordination

Students are to comply with reasonable directions or requests from teachers, student teachers, substitute teachers, paraprofessionals, secretaries, custodians, administration, and any other school personnel during any period of time the student is properly under the authority of school personnel. Any student who fails to comply with directions or requests of school personnel will be considered insubordinate. Other acts of insubordination include, but are not limited to, inappropriate responses or use of inappropriate language and/or disrespectful behavior toward a staff member.

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement and/or expulsion.

IV-AB Theft/Stealing/Damage of Property

Students are prohibited from borrowing without permission or stealing personal or public (school) property.

Students are not to participate in any activity not properly supervised by school personnel that could possibly damage school or private property. If school or private property is damaged by a student, he/she is financially responsible for all damages and may receive consequences. Students are prohibited from borrowing without permission or stealing private or school property. Students who do either of these things may receive consequences. Police may be notified if this occurs. Neb. Rev. Stat. § 79-267

IV-AC Unauthorized Entry

When school is in session, students are not to be in the school building before 7:00 AM or after 3:45 PM unless they are scheduled in activities taking place within the building or unless they have written permission from a staff member.

IV-AD Fighting / Assaults

Students may not engage in verbal altercations or physical fights in school buildings, on school grounds or at school-sponsored events, or when traveling in school vehicles/buses. Students hitting, striking, kicking or in any other way harming another student, or school personnel, will be suspended and may be recommended for expulsion. Physical fights will be reported to the police. Students may be liable for suspension or expulsion if they bring into the schools any object or substance, which when reasonable standards are applied and circumstances warrant, it is determined that the primary purpose is to cause bodily harm or property damage as set forth in CPS Board Policy 505.02 and 505.03. Columbus Middle School will comply with Nebraska State Statute relative to assaults by reporting incidents to law enforcement officials. Neb. Rev. Stat. § 79-267.

IV-ADa Aiding and Abetting

Any student who aids, abets (encourages inappropriate behavior), or causes another to commit any offense may receive consequences as if he/she were the principal offender. The student could also face criminal charges if the offense merits a report to law enforcement officials. For example, a student who records a student altercation with a cell phone instead of reporting it to staff, is aiding and abetting the offending individuals.

IV-AE Harassment/Violence/Bullying

At CMS, we believe that students have the right to and learn better in a safe and orderly environment. Therefore, the Columbus Middle School staff is committed to preventing, intervening in, and stopping any violence in our school. We will insist that every staff member and student act in a way which contributes to a school environment where he or she feels safe, respected, and protected. Neb. Rev. Stat. § 79-267

- No one is entitled to be violent in any form.
- No form of violence will be tolerated in school, at school activities, on school property, or by anyone at this school.
- Violence is defined as any mean word, look, sign, or act that hurts a person's body, dignity, or things. Different kinds of violence exist. Within each category below there are items ranging from minor to severe. If these acts are ignored, they will become more severe over time. Therefore, all of the following acts will be considered violent and the student will receive a consequence. Examples of repetitive and targeted behaviors deemed as bullying include (but not limited to)

- *name calling
- *excluding/shunning
- *teasing
- *ignoring requests

- *taunting
- *exposing personal secrets
- *laughing (at)
- *starting rumors

- *threatening/ordering
- *stealing
- *defacing locker
- *deriding

*violating rights	*writing/drawing graffiti	*expressing sexual come-ons
*intimidating	*beating slapping	*gang-leading/ganging-up
*exposing personal items	*invading someone's space	*degrading/mockng
*cyber bullying	*jabbing/bumping	*touching (unwelcomed)
*inappropriate technology use	*reading personal information	*spreading rumors/gossiping
*hitting/kicking gesturing	*tearing clothes	*hazing
*facial sneering	*damaging property	*playing "keep-away" with someone's property
*spitting/pushing	*ridiculing	
*shoving/punching	*voyeurism	
*pulling hair	*spoiling homework	
*body postures	*exposing pictures/notes	

Any student fighting on school grounds or to and from school will be suspended. Any student who is promoting, inciting (meaning - to stir, encourage, or urge on), or instigating a fight will be suspended.

IV-AF Procedures for Reporting Violence/Bullying

Columbus Middle School is a place where all students can enjoy a safe and comfortable environment in which to learn. If students are worried about physical, verbal or sexual harassment from other students or from staff members, their learning will be impacted. In addition, such acts violate the violence policy for our school. Students should report violence/harassment as quickly as possible so that problems can be resolved.

You can report concerns to the following people:

- * Your teacher
- * A school counselor
- * Online Bullying Report (goes to the school counselor)
- * The principal or assistant principal
- * Any adult staff member
- * Your parent(s)/guardian(s)

Staff members will try to help you resolve your problems as quickly as possible, but often harassers are very determined people. The violence/harassment may continue, even after the first report. If you have reported a problem to one of the persons in the above list but still believe it exists, report it again to a different person on the list. Every incident should be reported.

Students who are found to have violated the bullying policy can receive a consequence depending on the severity and frequency of harassment. Students who show physically aggressive behavior may be suspended from school at the discretion of the administration. Students who show a public display of disrespect and/or humiliation toward a staff member can be suspended.

IV-AG Illegal Behavior

Forbidden and illegal behavior at school includes

- 1) Public Indecency, with regard to middle school age students, is defined in Neb. Rev. Stat.79-267(7)(10).
- 2) Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
- 3) Sexual Assault or attempting to sexually assault any person, on school grounds or at a school function or event.
- 4) Engaging in any other activities which constitutes a danger to other students or interferes with school purposes.

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement and/or expulsion. Outside agencies may be contacted.

IV-AH Sexual Harassment

Sexually harassing student(s), school personnel, volunteers or visitors is prohibited at school, on school grounds, at school-sponsored events or on their way to and from school. Online harassment falls under the jurisdiction of the school when it interferes with the academic performance of the student, uses school technology, or is posted/created during school hours.

Sexual Harassment The Columbus Public Schools is committed to maintaining an educational setting that is free of sexual harassment. Sexual harassment is an illegal action relevant to Title IX, Title VII, and Nebraska State Statute, Columbus Board Policy 404.06 and Columbus Board Policy 103.00 and 504.17. Sexual harassment will not be tolerated and the Columbus Middle School administration will take immediate and appropriate action upon notification of offense.

At Columbus Middle School, sexual harassment will be defined as any unwelcome advances, a request for sexual favors, verbal or physical conduct of a sexual nature by a student toward another student when the conduct has an effect of interfering with academic performance of the student or creating an intimidating, hostile, offensive or unsafe learning environment. Harassment can be verbal, written, physical, or electronic. This procedure and definition of sexual harassment will also include unwanted advances by a student toward an employee. As used in this policy the word “student” shall mean any resident student of the district, any student being served by contract with another educational agency or any other person of school age attending the district for educational reasons. The word “employee” shall mean any person who is employed by the district.

Employee Title IX Coordinator

Chip Kay

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It is the policy of Columbus Public Schools 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 school 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. This non-discrimination policy 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. The full Title IX Policy of Columbus Public Schools may be found by following this link to Policy 103.00 Title IX.

<https://meeting.sparqdata.com/public/Book/71?docTypeId=308&file=ae1069c0-0096-4dbe-abb4-ba0d567d0059>

[TITLE IX FLOW CHART](#)

[FORMAL COMPLAINT FORM](#)

Training of all Title IX coordinators, investigators, decision makers and any person who facilitates an informal resolution process was completed on October 21, 2021 by KSB Law. Training materials may be found at

<https://www.ksbschoollaw.com/new-events/2021/10/21/columbus-title-ix-admin-training>.

The Columbus Public Schools Board of Education completed training on February 14, 2022 with KSB Law. <https://5il.co/16254>

IV-AI Sex Offender Law

The student discipline statute allows for a student to be expelled from school when the student is criminally charged with certain sexual assaults even though the sexual assault occurs off school grounds. Sexual assault means sexual assault in the first or second degree or a sexual assault of a child in the first, second or third degree; as such crimes are defined in the statutes referenced in Neb. Rev. Stat. §78-267(8)

IV-AJ Dating Violence

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

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

Consequence: Restriction of privileges, schedule change, activities suspension/expulsion (where appropriate), ISS, OSS, alternative placement and/or expulsion.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District's authority. Neb. Rev. Stat. § 79-2,139 to 79-2,142

IV-AK Suspect Wounds

Students with suspect wounds will be referred to the nurse for medical evaluation. If there is a potential health hazard, parents will be contacted. Students may be referred to an administrator.

Civic Expectation #3 – Fulfill legal requirements

All students are expected to perform according to the stated civic expectations and objectives.

- Act responsibly to maintain the physical safety of self and others.
- Respect the right of individuals or school officials to protect personal or public property from unwanted use or handling.
- Respect the right of the school to govern the use of technology or equipment.
- Respect the responsibility of the school to deny the possession/use of tobacco products, alcohol, or drugs.
- Respect the right of individuals to learn in a safe environment free of harassment/bullying.
- Act and speak responsibly to protect the school community from irreversible harm.
- Protect the school community from real or perceived weapons and/or explosives.
- Compliance with the following standards of conduct is mandatory.

IV-AL Technology Acceptable Use Policy

See MS Acceptable Use Agreement section at the end of this handbook.

Students have access to student issued devices along with computers throughout the building for educational use. Student access to computer labs will be subject to change at the discretion of the administration or staff responsible for the supervision of these areas. Use of the internet at school is available to research areas directly related to specific classroom assignments.

The smooth operation of the network relies upon the proper conduct of the students and faculty, who must adhere to strict guidelines and proper ethical behavior when using the Internet/network. To use our computers, network, and internet connection, all students must conduct themselves in a manner consistent with our educational focus. All students must conduct themselves in a manner consistent with our educational focus. If the student fails to do so, he/she will be subjected to disciplinary sanctions by the administration and by law enforcement. CPS does not allow any unauthorized video or audio recording during the school day. The district network may NOT be used for personal email, chat rooms, games, streaming video/music, sharing accounts, or accessing any material deemed inappropriate for school.

IV-AM Google Apps/Technology

The Columbus Public Schools district utilizes Google Apps for Education for students, teachers, and staff. Additional information and guidance is located in the MS Acceptable Use Agreement located at the end of this handbook.

Technology use in the Columbus Public School District is governed by federal laws including:

1) Children's Online Privacy Protection Act (COPPA)

COPPA applies to commercial companies and limits their ability to collect personal information from children under 13. By default, advertising is turned off for Columbus Public School's presence in Google Apps for Education. No personal student information is collected for commercial purposes. The school's use of student information is solely for educational purposes.

For more information about COPPA visit: <http://www.ftc.gov/privacy/coppafaqs.shtm>

To see the list of CPS approved websites visit: <https://columbuspublicschools.org/coppa/>

School law permits Columbus Middle School to consent to the collection of directory information on behalf of all of its students strictly for educational purposes, thereby eliminating the need for individual parental consent given directly to the website operator. Columbus Public Schools use integrated technology as part of your child's education, the need for such information and permission is necessary to utilize software, and web-based services as part of the classroom instruction. The acceptable use permission form allows the school to act as an agent for parents in the collection of information within the school context. A signature on the handbook receipt indicates you are choosing to opt-in their child's directory information. If a parent(s) chooses to not have their child enroll in this program they can sign an opt-out form in the Counselor office.

Other platforms and resources and tools used by classroom teachers will be processed to make sure they are COPPA compliant.

2) Family Educational Rights and Privacy Act (FERPA)

FERPA protects the privacy of student education records and gives parents the rights to review student records. Under FERPA, schools may disclose directory information, but parents may request the school not disclose this information. (CPS Board Policy 507.02). Parents are provided the opportunity annually to opt-out of disclosing their student's directory information on the District's Enrollment Form.

For more information about FERPA visit: <http://www.ed.gov/policy/gen/guid/fpco/ferpa>

Guidelines for the responsible use of Google Apps for Education by students:

- 1) **Official Email Address:** All students will be assigned a username@discoverers.org email account. This account will be considered the student's official CPS email address until such time as the student is no longer enrolled with Columbus Public Schools.
- 2) **Prohibited Conduct:** Please refer to the Acceptable Use Policy.
- 3) **Access Restrictions:** Access to and use of student email is considered a privilege accorded at the discretion of the Columbus Public Schools District. The District maintains the right to immediately withdraw the access and use of these services including email when there is reason to believe that violation of law or District policies have occurred. In such cases, the alleged violation will be referred to a building Administrator for further investigation and adjudication.
- 4) **Security:** Columbus Public Schools cannot and does not guarantee the security of electronic files located on Google systems. Although Google does have a powerful content filter in place for email, the District cannot assure that users will not be exposed to unsolicited information.

By signing off on the student handbook, the parent(s) and student confirm that they have read and understand the following:

- 1) Under FERPA and corresponding Nebraska law, a student's education records are protected from disclosure to third parties. They understand that the student's education records stored in Google Apps for Education may be accessible to someone other than the student and the Columbus Public School District by virtue of this online environment. By signing off on the student handbook, the parent(s) and student confirm their consent to allow the student's education records to be stored by Google.
- 2) Parent(s)/Guardian(s) understand that by participating in Google Apps for Education, information about the student will be collected and stored electronically. The parent(s) have read the privacy policies associated with the use of Google Apps for Education (<http://www.google.com/a/help/intl/en/edu/privacy.html>).
- 3) ClassLink is a single sign-on platform that will allow students and staff to use one username and password to access many but not all of the online resources already being used in the classroom at Columbus Public Schools. ClassLink is compliant with the regulations put forth by the Children's Online Privacy Protection Act (COPPA). ClassLink maintains and protects only that information which enables users to operate ClassLink services. ClassLink also adheres to the data protection protocols set forth in FERPA. Parent(s)/Guardian(s) understand and have read the privacy policies associated with the use of ClassLink (<https://www.classlink.com/company/privacy#usa>).
- 4) Parent(s)/Guardian(s) understand school law permits Columbus Middle School to consent to the collection of directory information on behalf of all of its students strictly for educational purposes, thereby eliminating the need for individual parental consent given directly to the website operator. Columbus Public Schools use integrated technology as part of your child's education, the need for such information and permission is necessary to utilize software, and web-based services as part of the classroom instruction.
- 5) A signature on the handbook receipt you are choosing to opt-in their child's directory information. If a parent(s) chooses to not have their child enroll in this program they can sign an opt-out form in the Counselor office.
- 6) Parent(s)/Guardian(s) understand that they may ask for their child's account to be removed at any time.

IV-AN Damage of School or Private Property

Students are not to participate in any activity not properly supervised by school personnel that could possibly damage or deface school or private property. If a student damages or defaces school or private property, he/she is financially responsible for all damages and will be subject to disciplinary actions including a referral to law enforcement. Neb. Rev. Stat. § 79-267

IV-AO Firearms, Weapons, Knives, Explosives, Dangerous Objects, and Look-a-Likes

The before-mentioned material items are prohibited on school district property, or at school district-sponsored events unless authorized by proper school authorities.

A student shall not knowingly possess, handle, or transmit any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon (including a starter gun, paintball gun, airsoft gun, or pellet gun) or bringing or possessing any explosive device (including fireworks or any item that can be used as an ignitor, such as matches and lighters). Students who violate this may be expelled up to one calendar year. (Neb. Rev. Stat. § 79-263 & § 79-267)

A student in possession of a firearm will be expelled from school for a period of one calendar year, as stated in Neb. Rev. Stat. § 79-263

Weapons and other dangerous objects and look-a-likes in school district facilities cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district. Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district. Students bringing firearms to school or knowingly possessing firearms at school shall be expelled for not less than one year. Students bringing to school or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The superintendent shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas. Columbus Public School Board Policy 504.10

IV-AP Bomb Threats and or False Alarms

Students should only touch fire alarms/security equipment in the case of an emergency. Students are not to falsely set off fire alarms, falsely report bomb threats, or make a bomb threat. This may include oral statements involving possible physical danger. The false reporting of bomb threats or pulling of fire alarms will be prosecuted to the full extent of the law. School time lost due to school closure in case of the need to search the building will be made up by all students, as directed by the Superintendent and/or the Board of Education. School consequences may also be issued.

IV-AQ Rumors, Threats, and Prohibited Items

Columbus Middle School takes the possibility of a real crisis very seriously as does the Columbus Police Department. Working closely together these two entities work very hard to ensure, as much as is humanly possible, the safety of all students. School time lost due to school closure will be made up by all students, as directed by the Superintendent and/or the Board of Education.

IV- AR Spreading Rumors and False Information

Spreading rumors and text messaging or using social media to spread false information which results in fear and/or disruption of the school day will be subjected to legal prosecution and school consequences.

IV-AS Threatening Statements Concerning Student/Building Safety

When students make threats, the following steps will be taken:

- 1) An administrator is informed of the threat (by whomever reports the threat) and investigates the threat. Emergency exclusion may be used during the time of the investigation (see II-B (p. 10-11) in this handbook).
- 2) SRO (School Resource Officer) or Police are called to assist with conducting the investigation. SRO/Police may bring other agencies in to investigate (HHS, etc).
- 3) Student(s) making the threat, victims, and witness(es) are interviewed.
- 4) The administration will evaluate the severity of the threat by utilizing an established "Threat Assessment Protocol." The threat will then be categorized using the protocol. Based on the level of threat appropriate consequences will be determined.

- 5) Students making the threat will receive a consequence and the parent will be contacted.
- 6) A psychological evaluation may be ordered at the discretion of the administrative team for the student making the threat. Depending on the outcome of the evaluation - a readmission plan may be written by the administrative team from the school to determine if safety is still a concern. Ultimately it is the school's decision based on the information and investigation whether the student is readmitted or reassigned to an alternative educational placement.
- 7) Central office administration will be informed of the situation throughout the process. (Neb. Rev. Stat. § 79-267)

IV-AT Concealed Handgun Law

It is unlawful for an individual to carry a concealed handgun at school. Section 15 of the law stipulates that handguns may not be carried into school buildings, on school grounds, in school-owned vehicles, and/or at school-sponsored activities or athletic events. The intent of the law (1) assures employees, students and parents that no one will be permitted to carry a handgun at their school notwithstanding the law and (2) provides permit holders with the understanding that they are not to carry their handguns to school, as stated in Neb. Rev. Statute §69-2427 (Concealed Handgun Permit Act).

IV-AU Activities Forbidden by Laws of the State of Nebraska, the City of Columbus, or the United States of America

Students, as citizens of the United States and the State of Nebraska, are to obey all laws established by these respective governmental agencies. Students who violate these laws during the school hours, or at school-sponsored events, may be disciplined by the school in addition to any action taken by law enforcement agencies. Any activities/behaviors, which violate Nebraska Criminal Code, constitute a danger to other students or interfere with school purposes, which become known or suspected by the administration will be referred to law enforcement authorities. Neb. Rev. Stat. § 79-267

IV-AV School Board Policy

CPS Board Policy requires the inclusion of the following policies within the student handbook. a) Questioning of Students, b) Student Fees, c) Student Possession of, Sale of, Use of, or Distribution of Drugs, d) Controlled Substances/Alcohol.

IV-AVa Questioning of Students Policy 504.16

Generally, students may not be interviewed during the school day by persons other than parents and school district officials and employees. Requests from law enforcement officers and from persons other than parents, school district officials, and employees to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Generally, prior to granting a request, the principal shall attempt to contact the parents to inform them of the request and to ask them to be present. CPS Board Policy 504.16

If a child abuse investigator wishes to interview a student, the principal will defer to the investigator's judgement as to whether the student should be interviewed independently from the student's parents, whether the school is the most appropriate setting for the interview, and who will be present during the interview.

Students will not be taken from school without the consent of the principal and without proper warrant when applicable. Neb. Rev. Stat. §79-294

IV-AVb Student Fees Policy 504.18

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

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students. The District does provide activities, programs, and services to children that extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies.

This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix 1, which provides further specifics of student fees and materials required of students for the school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity. The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

2) Personal or consumable items & miscellaneous

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

b) **Courses:** This includes beginning-of-the-year Student Fees.

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

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

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

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

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

3) Extracurricular Activities—Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which

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

4) Extracurricular Activities–Fees for participation. Any fees for participation in extracurricular activities for the school year are further specified in Appendix 1 of CPS Board Policy 504.18R1. Admission fees are charged for extracurricular activities and events.

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

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

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

8) Participation in before- and after-school or pre-kindergarten services. Students are responsible for fees required for participation in before- and after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

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

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

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

12) Distribution of Policy. The Superintendent or the Superintendent’s designee shall publish the District’s student fee policy in the

Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

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

IV-AW Student Possession of, Sale of, Use of, or Distribution of Drugs

Columbus Public Schools have a responsibility of providing a safe and secure educational environment for the students and staff of this community. Misuse of drugs is a danger to the health and well-being of the members of the school community. The school strives to work with parents to create a helpful, caring environment where learning can occur. Although parents have the ultimate, primary responsibility for their children's health, the schools' responsibility is to maintain a drug-free educational environment.

Students violating the CPS District's drug policy will be assigned disciplinary consequences and, if appropriate, activity consequences (as explained in the Student Handbook.) Consequences will begin when the administration has determined that a violation has occurred and due process has taken place. Disciplinary consequences will vary according to the severity of the violation and the number of times a student has committed violations. When appropriate, students who violate the district drug policy will be referred to law enforcement officials as required by the Nebraska Student Discipline Code. (Juvenile Probation: Sections 29-2270 to 29-2273; Compulsory Attendance: Section 79-211; Student Discipline Act: 79-4, 169 to 79-205.02, Neb. Rev. Stat. § 79-267).

1) Controlled Substances/Alcohol Defined (Neb. Rev. Stat. § 79-267)

Controlled Substance: A drug, substance or immediate precursor in Schedules I to V of section 28-405 of the Nebraska statutes. Controlled substances shall not include distilled spirits, wine, malt beverages, tobacco, or any non-narcotic substance if such substance may, under the Federal Food, Drug, and Cosmetic Act and the law of this state, be lawfully sold over the counter without prescription. Alcoholic Liquor: Alcoholic liquor includes alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed by a human being.

2) Tobacco/Alcohol/Drugs (CPS Board Policy 504.14)

The CPS Board prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of alcohol, tobacco, and/or "look alike" substances that appear to be tobacco, any form of inhalant, alcohol or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct will directly affect the good order, efficient management and welfare of the school district. Look alike substances also include prescription drugs (except for diabetes and asthma), non-prescription medications or vitamins.

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 or drugs 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. In addition, "possession" of alcohol or drugs will be considered to have occurred for purposes of school rules if the student is in such close proximity to alcohol or drugs (for example, a student being in a car where alcohol is present and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at student party at which other students are drinking) that school officials may reasonably determine that the student was in "possession" of the items as well).

The Board believes such illegal, unauthorized or contraband materials generally cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase or being in possession of cigarettes, e cigarettes, tobacco or tobacco products for those under the age of eighteen, may be reported to the local law

enforcement authorities. Possession, use or being under the influence of beer, wine, alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the school board at the parent's expense. If such a student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

The Board believes the substance abuse prevention program shall include:

- Age-appropriate, developmentally-based drug and alcohol curriculum for students in grades kindergarten through twelve, which address the legal, social, and health consequences of tobacco, drug and alcohol use and which provide information about effective techniques for resisting peer pressure to use tobacco, drugs or alcohol;
- A statement to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;
- Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of illicit drugs and alcohol by students on school premises or as part of any of its activities;
- A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, will be imposed on students who violate the policy and a description of those sanctions;
- A statement that students may be required to successfully complete an appropriate rehabilitation program;
- Information about drug and alcohol counseling and rehabilitation and re-entry programs available to students;
- A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and
- Notification to parents and students that compliance with the standards of conduct is mandatory.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Consequences: The administration may impose lesser or greater consequences dependent on the circumstances in accordance with administrative regulations.

IV-AX Columbus Middle School Additional Tobacco/Drug/Alcohol Policies (Policy 504.14) (Neb. Rev. Stat. § 79-267)

1) Use of Tobacco/Inhalant Products (Neb. Rev. Stat. § 79-267)

Columbus Middle School students are not to possess, use, distribute or sell tobacco on school grounds (under the jurisdiction of Columbus Middle School), so students will also be disciplined for violating district policies on these grounds, in school, or at school-sponsored events.

Definition: Tobacco products include cigarettes, cigars, chewing tobacco, snuff, or any form of tobacco intended to be smoked, chewed, sniffed, dissolved or inhaled or products intended to replicate tobacco products either by appearance or effect.

Possessing or use of e-cigarettes, vape devices, materials related to vaping (e.g., chargers, empty cartridges) and/or vapor liquids in any form at school is in direct violation of this policy. Tobacco or inhalant products confiscated from the student will be turned over to law enforcement.

Consequences: Students found guilty of possessing, using, distributing, or selling tobacco or an inhalant product will receive school consequences and may be reported to law enforcement.

2) Alcohol and Drugs (Neb. Rev. Stat. § 79-267)

Columbus Middle School reserves the right to use drug testing equipment in partnership with the Columbus Police Department regarding students who may show signs of being under the influence of drugs or alcohol intoxication at school or school sponsored activities.

Consequences: Students found guilty of possessing, using, distributing, or selling alcohol and drugs will receive school consequences

and may be reported to law enforcement.

3) Prescription Drugs (Neb. Rev. Stat. § 79-267)

Definition: Any drug or chemical that is prescribed for a particular individual by a doctor and intended for use only by the individual named on the prescription bottle.

Columbus Middle School reserves the right to exercise control of the misuse, misrepresentation, distribution or selling of prescription drugs. Students are not to misuse, misrepresent, distribute or sell prescription drugs. No prescription drugs can be administered by anyone other than the nurse or other designated persons. All prescription medicines are to be kept in the nurse's office. Students using prescription drugs shall bring them to school in properly labeled prescription containers and said prescriptions shall be accompanied by written parental verification.

Exception: With written permission that parents accept the responsibility for the student taking his/her own medications, students may carry their own prescriptions and medicate themselves in accordance with Policy 504.14. Prescription drugs for asthma and diabetes are also excluded as per policy.

Consequence: Students found guilty of misusing, misrepresenting, distributing, or selling prescription drugs or edible items will be suspended from school and/or school-sponsored activities, and/or recommended for expulsion based upon frequency and severity. Students found guilty of failure to provide the required written parental verification/permission for their own prescriptions will result in a warning to the student. Subsequent failures will result in disciplinary action.

4) Over the Counter Drugs / Vitamins (Neb. Rev. Stat. § 79-267)

Definition: Any drug or chemical that can be purchased without a prescription and that does not fall under state or federal limitations (i.e. caffeine pills, aspirin, cough syrup, diet pills, substances that can be inhaled, etc.) Columbus Middle School reserves the right to exercise control over the misuse, misrepresentation, distributing or selling over-the-counter drugs. Students are not to misuse, misrepresent, distribute, or sell over-the-counter drugs.

Consequences: The administration may impose lesser or greater consequences dependent on the circumstances in accordance with administrative regulations.

5) Records of Violations and Consequences (Neb. Rev. Stat. § 79-267)

Anecdotal notes or violations of the district drug policy will be shared between administrators from one year to another and from one attendance center to another and disciplinary action may carry over from one year to another and from one attendance center to another if the consequence was not completed. However, violations of the drug/alcohol policy are not cumulative from one year to another or https://docs.google.com/spreadsheets/d/1LopxppkgAC8MMAq7_M8BQ9lC4pNWx12_7tPxMVIVUqI/edit#gid=0 from one attendance level to another.

SECTION V STUDENT ATTENDANCE EXPECTATIONS

Student Attendance Expectations

1. Attend school on a regular basis.
2. Pre-arranged absences with school officials.
3. Be on time and present in assigned classes.

To assure that students acquire the knowledge and skills necessary to fulfill the school mission, all students are expected to attend school on a consistent basis. This means all students enrolled in any of the Columbus Schools, regardless of how old they are, must attend school regularly and be in all the classes to which they are assigned, unless properly excused by an official of the school. Arrangements should be made to obtain missed assignments from the homework pages on the school website, emailing teachers, or by contacting the school in the case of a major illness.

Student Attendance Expectation #1 – Attend school on a regular basis

V-A Attendance – Excused/Unexcused

Any student who misses more than ten (10) days or the percentage equivalent to ten (10) days in a semester is in violation of Nebraska

statute and the Columbus Public Schools Attendance Policy. Parents, or legal guardians, are expected to telephone, (402) 563-7060, or notify the school by 9:00 am the day or days of student's absence or tardiness unless the absence has been prearranged. Parents or guardians who do not call regarding a student's absence will be called at home or work. If the school is unable to reach parents or legal guardians or parent provided emergency numbers, we cannot be certain of the safety of the child; therefore, one of the building attendance officers (administrators) will be asked to investigate the absence of the child.

Regular attendance by students is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence.

Student absences approved by the principal shall be considered allowable absences. Approved absences shall count as days in attendance for purposes of addressing excessive absenteeism, except for notification of the county attorney. These absences include, but are not limited to, medically documented illnesses or appointments, pandemic occurrences identified by local clinics, recognized religious observances and school-sponsored or approved activities.

It shall be the responsibility of the parent to notify the middle school attendance office as soon as the parent knows the student will not be attending school on that day. The principal may request evidence or written verification of the students' reason for absence. (CPS Board Policy 503.03 and Neb. Rev. Stat. § 79-209)

V-B Attendance – Activity Participation

Students who are participating in the activity program are not allowed to practice, perform, or compete on the same day they are absent from school for more than six periods. In addition, should the student participation be scheduled for Saturday, and the student has an unexcused absence on Friday, he/she may not participate. Extenuating circumstances must be approved by the administration, unless due to a prearranged absence.

Students who know they will miss one or more classes due to an activity should communicate with their teacher(s) about the time/date of the absence, about missed classwork, and about when makeup work will be due.

Student Attendance Expectation #2 – Pre-arranged absences

V-C Pre-arranged Absence Procedures

Students who will be absent for reasons that can be excused in advance must bring notification to the office. The notification of the absence should come from the parent/guardian via written note, email, or phone call.. This applies to family obligations and pre-arranged appointments with a health care provider.

The student will be given a Pre-arranged Absence Form (white slip) from the attendance secretary. Classroom teachers will initial these slips and provide make-up work when available. All make-up work is due upon return from the pre-arranged absence.

V-D Sign-Out Procedure

Students must sign out whenever they leave the building except for activities. Students leaving the building with a pre-arranged absence will be counted unexcused if they fail to sign out in the office. Parents must report to the office to pick up their child. Students must sign in upon their return to school. Students must provide a note from parents, dentist, doctor, etc., before the absence will be counted as excused. School officials reserve the right to call parents if it appears the note procedure is being abused.

In the case of illness, the student will be checked by the school nurse or other school official before being excused. Before being released from school, the student's parent or other designated person will be contacted and advised of the student's need to be dismissed from school. Students who leave school due to illness during the school day are responsible for getting and completing all missed work. Students who have left school during the school day due to illness may not return for any school activities after school hours.

V-E Make-Up Time for Absences

Students are responsible for making up all work missed because of absences. Students will be allowed the number of days absent plus one (1) additional day to make up for missed work. Special arrangements can be made with individual teachers for unusual circumstances. It is the student's responsibility to see instructors for work missed during absences, or assignments may be obtained online on the team pages, Google Classroom, or via email. Students on suspension are expected to have work completed upon their return to class. Students on suspension who do not have their work complete will be assigned to in-school suspension until it is

completed. If students are absent for more than one day due to illness, parents may request prior to 10 a.m. to pick up assignments after 4:00 p.m., the office is open until 4:30 p.m.

Student Attendance Expectation #3—Be on time and present in assigned classes

Punctuality to and attendance at school and classes closely correlate with punctuality to and attendance at work later in life. Therefore, we expect students to be on time for school and classes.

V-F Tardies - Late To School or Class

School starts promptly at 8:00 a.m. Students arriving after 8:00 a.m. will be marked tardy. Students must sign in at the main office when reporting to school and/or if they are not in their assigned classes after 8:05 am each day. Students arriving to school between 8:00 - 8:05 a.m. may have a consequence from their teacher. Students who arrive at school after 8:06 a.m. MUST report to the Office. First period teachers will not admit the student after 8:06 to their classrooms without a pass from the office. Tardies after 8:25 will be considered an unexcused absence or a skipped class and students will be required to make any time missed. Students will be allowed three (3) tardies per year before being assigned time as a consequence for tardiness. Students with more than three tardies per year will serve a 30 minute office detention for each additional tardy.

* If a student is tardy or late to school a total of 15 times, the parents will again be personally contacted by an administrator to discuss the problem, clarify guidelines for how future tardy arrivals will be handled, and assign appropriate disciplinary action.

When a student is tardy to class, it means the student is missing valuable instructional time. The teacher may require the student to serve a teacher detention. On the third tardy and for each additional tardy, the student may earn an office referral. Students may also be required to make up for lost class time by attending Thursday Night School.

V-G Administrative Response to Student Absences

All students are expected to attend school/class on a consistent basis. Students with unexcused absences will make up the time missed from school.

Whenever a student leaves school without permission, skips class, or is absent from school without parental permission and/or for a reason not excused by the school the student is truant. All cases of truancy will be dealt with by an administrator on an individual basis. Possible consequences include: parent conferences, work detentions, in-school suspensions, Thursday Night School, involvement of the School Resource Officer for violation of the state's compulsory education law, and expulsion. Students will be held accountable for the time and class work they miss as a result of their truancy. Students will make up time for absence and parents will be contacted. After repeated offenses, consequences may include double time for absence, referral to attendance monitor, written warning by the police, suspension, and/or summons issued by the police.

Investigative home visits by a school administrator, SRO, school counselor, and/or social worker could be conducted for any of the following reasons:

1. When the parent or guardian has not communicated to school officials with why a student is not in attendance, and all attempts to reach parents over a period of time have failed.
2. When the student in question has had significant, ongoing attendance problems, and all attempts to reach parents regarding an unreported absence have failed.
3. Said home visit may result in referrals to other agencies such as, but not limited to, Platte County Assessment Center including the Attendance Monitor program, Professional Partners organization, and the County Attorney's Office.

SECTION VI ACTIVITY STANDARDS AND REGULATIONS

VI-A School Activities

"School Activities", for the purposes of these standards and regulations, are to be defined as all Columbus Public Schools district athletics, events, sponsored activities, etc.

Columbus Middle School offers its students a variety of interscholastic and intramural athletics and other social activities which allow

students to develop skills and interests at the same time as socializing with friends. These activities, which are sometimes different for students at each grade level, are well-monitored by adult supervisors.

1) School-Sponsored Activities

Columbus Middle School sponsors student activity gatherings, several assemblies, a number of music concerts, and interscholastic sports competitions. All of our students are invited to attend the concerts and sporting events and support their classmates and friends as they participate in these public performances. The activities will be publicized in the school announcements, the school website, and on social media.

Students who attend a school-sponsored activity should represent themselves as a Discoverer: Be Safe, Be Respectful, Be Responsible, and Be Kind. All school rules apply to school-sponsored events outside of the school day. Students should remain in the designated activity area for the entirety of the activity; school lockers and classroom areas are off-limits. The rule is: Once you leave, you may not re-enter.

2) Extracurricular Activities

Students are encouraged to explore the many opportunities for participation in extracurricular activities. We believe students must be good students first and good in their activity second. Fifth and sixth grade students are eligible for a certain number of extracurricular activities.

In regards to intramural activities, sixth graders do not need to complete a sports physical in order to participate. Coaches and teachers will meet and confer regarding the academic performance of individual intramural athletes, and when necessary, a student will be required to have all passing grades before being allowed additional competition in intramural games. However, intramural athletes will not have to provide coaches with eligibility cards to verify academic standing.

		Quarter 1			Quarter 2			Quarter 3			Quarter 4	
Grade	Activity	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	
5th	Drumline	Drumline										
	DI		Destination Imagination									
	Play		Play									
6th	Drumline	Drumline										
	Cheer		Cheer									
	Intramural Flag Football	Intramural Flag Football										
	Intramural Cross Country	Intramural Cross Country										
	DI		Destination Imagination									
	Play		Play									
	Intramural Girls Basketball			Intramural Girls Basketball								
	Intramural Wrestling			Intramural Wrestling								
	Musical						Musical					
	Intramural Boys Basketball							Intramural Boys Basketball				
	Intramural Volleyball							Intramural Volleyball				
7th & 8th	Drumline	Drumline										
	Cheer		Cheer									
	Yearbook	Yearbook										
	Student Council	Student Council										
	Vocal Tech	Vocal Tech										
	Football	Football										
	Volleyball	Volleyball										
	Cross Country	Cross Country										
	DI		Destination Imagination									
	Art Club		Art Club									
	Girls Basketball			Girls Basketball								
	Wrestling			Wrestling								
	Math Counts				Math Counts							
	Quiz Bowl				Quiz Bowl							
	Robotics				Robotics							
	Boys Basketball						Boys Basketball					
	Musical						Musical					
Track									Track			

3) Academic Eligibility

Eligibility will be tracked by quarters, all students will be eligible at the beginning of each activity season and the checks will be conducted every Monday at 8:00 a.m. beginning the second week of the start of the activity. The ineligible period will begin Thursday. If a student is failing any subject on the reporting date, he/she will be suspended from competition and travel beginning on Thursday of the same week. Students will remain ineligible until he/she has brought the failing grades to a passing percentage by completing acceptable work to determine eligibility. The teacher shall have 24 hours to grade/evaluate assignments.

It shall be the coaches and/or activity advisors responsibility to counsel all students that do not meet the academic eligibility guidelines. Once the student regains his/her eligibility, the coaches and/or activity advisors shall inform the activities director in writing.

Extracurricular activity offerings are contingent on School Board approval, availability of coaches/coordinators, an adequate number of participants, and finances.

4) Activity Guidelines

Activity Guidelines will be distributed at the beginning of the season or activity. These guidelines will provide additional rules and expectations for participants. Students and their parent/guardians should refer to the sponsor for more information. If parents of students have a concern related to the activity these concerns should be communicated following this chain of command: 1)Coach, 2)Athletic Director, 3)Administration

4a) Interscholastic Sports Rules/Guidelines (7th & 8th Grade)

- All 7th and 8th graders are to have a completed physical form prior to any participation.
- All 7th and 8th who plan to participate in interscholastic athletics must purchase a "C-Stamp" before the first competition.
- All 7th and 8th graders will be in the pool for random drug testing*
- All academic work and school responsibilities--including detentions, ~~after school~~ suspensions, work assignments, etc.-- assigned by CMS staff will take priority over practices.
- Any athletic participant absent from school for any amount of time, will not be allowed to practice/participate that afternoon or evening without special permission from the administration and coach.
- Only authorized personnel are allowed on buses and school vehicles when making trips with athletic squads.

***Random Drug Testing:** The Board of Education is responsible for maintaining discipline, health and safety. The Board recognizes that substance abuse presents a continuing challenge and a danger to the student population as a whole. The Board is committed to maintaining school sponsored activity programs in a safe, healthy and secure environment. The Board is further committed to being proactive in ensuring that students who participate in extracurricular activities represent the District in a positive manner.

Students who participate in school sponsored competitive extracurricular activities, as defined in the student handbook at the middle school and high school (Grades 7-12) levels are eligible for random testing. Students who do not consent to participate in the testing program shall not be eligible to participate in school sponsored competitive extracurricular activities. (CPS Board Policy 504.50)

5) Clearance to Participate & (Head) Injury Procedure

Based on current or new legislation at the state and federal levels, Columbus Middle School will observe the Nebraska Concussion Awareness Act - Return to Learn protocol on allowing students to participate in activities. (Neb. Rev. Stat. §71-9105; CPS Board Policy 508.15)

During activity or athletic participation, if a student is suspected to have suffered a head injury, displays concussion-like symptoms, or any injury that appears to be urgent, the student will be removed from any level of participation immediately, until a complete evaluation is performed by a licensed medical professional. Written notice and personal contact with a parent/guardian of such an interruption of participation will follow the injury. The head coach/sponsor, athletic trainer, or designee is responsible for notification of parents. Such notice will include specifics regarding the time and location of the urgent injury, the signs/symptoms of a concussion/brain injury that were observed, and any actions taken with the student. A student participating on a school athletic team shall be removed from a practice or game when reasonably suspected of having sustained a concussion or brain injury in that activity after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school.

The injured student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student;

1. Been evaluated by a licensed healthcare professional;
2. Received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional;
3. Submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity as required above, the parent or guardian of the student shall be notified by the school of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.

6) Locker Room Policy

- The activity locker rooms are locked. Students needing to enter the locker room (when there is teacher supervision) must have a teacher, coach, or administrator present.
- The locker rooms will be opened by coaches who are sponsoring that activity. Students who are out for a sport may use the locker room at this time.
- Locker rooms will be locked during practices and games. If students who are participating in intramural activities or interscholastic sports need to re-enter the locker rooms they must obtain permission from one of their coaches.

7) "Team Selection" and "Playing Time"

"Team selection" and "playing time" decisions are the responsibility of the individual coaches and/or activity advisors of the activity. Consistent, however, with the purposes of the activities program, the coaches and/or activity advisors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coaches and/or activity advisors may develop which are not inconsistent with these established guidelines:

School Representative: Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.

Success: Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1)talent or skill, (2)desire to improve the student's own skills or talents as well as those of others in the activity, and (3)attitude of respect towards teammates, the coach, the school, and the community.

8) Transportation To and From Events

Team/group members travel to and from out-of-town events as a unit. Certain exceptions concerning travel can be made. A student involved in school activities may be allowed to ride to or from an event with written permission from his or her parents. Preferably, written permission should be received by the activities director or coach/sponsor no later than 24 hours before the beginning of the trip. Under no circumstances should a student involved in school activities be allowed to ride to or from an out-of-town event with anyone but their own parents.

9) Activity Regulations

Participation in school sponsored activities is a privilege and not a right. Students participating in Columbus Middle School Activities must be "in good standing" with School Regulations and will be held responsible for knowing and abiding by all activity regulations which are listed in the Columbus Middle School Student Handbook.

It shall be the right of Columbus Public Schools to establish rules of conduct for participation in activities. Students who participate in extracurricular activities shall be held to a higher standard of conduct than those who choose not to participate. Furthermore, it shall be the right of Columbus Public Schools to impose sanctions for violations of those standards if the administration determines to its satisfaction that a violation has occurred.

It is the belief of the Columbus Public Schools that it is important to support the total student. Expectations for our youngsters participating in co-curricular activities include not only behavior at school or at school functions or events, but go beyond the school day and into the community. We believe that part of learning is accepting responsibility for one's actions. Thus, the school district is

extending its authority to hours and places beyond the regularly perceived boundaries in an effort to show strongly to students and the community our intent to work with and help all youngsters in their decision-making. We believe this stance will further help to develop responsible adult citizens while serving as a deterrent to certain unlawful behaviors.

The following actions shall constitute prohibited conduct for students participating in CMS sponsored activities. The conduct can be on or off school grounds and need not be at an educational function or event.

A student accused of a violation shall have due process consisting of the right to know the nature of the alleged violation, the right to tell his or her version of events, and the right to have others comment on his or her behalf. The decision of the administration shall be final. The following regulations will begin the first day of organized practice by a Columbus Middle School sponsored activity, and the regulations will end on the last day of student attendance with the exception of school sponsored events taking place while school is not in session.

Each violation of the activity regulations (academic, violations, tobacco and drug/alcohol) will be handled separately and penalties will be accumulated by each individual regulation.

Start of Suspension - Suspension from activities/sports will begin the day the student admits to a violation or the day the administration declares the student suspended.

The following actions shall constitute prohibited conduct for students participating in CMS sponsored activities:

- Intentionally causing or attempting to cause physical injury to any person.
- Fraud/theft/robbery
- Vandalism to public or private property on or off school grounds.
- Harassment, Stalking, Threatening, Public Indecency
- Knowingly possessing, handling or transmitting any object or material that is ordinarily or generally considered a weapon by school board policy.

In matters involving consequences for infractions in the Columbus Middle School regulations governing student conduct for participation in sponsored school activities, the due process procedures shall be the same.

10) Drug/Alcohol Regulation for Activity Eligibility

Any student involved in extracurricular school activities is subject to consequence if, following an investigation, the administration determines that:

- The student is found to have been involved in either selling, using, possessing or dispensing alcohol, 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 the dispensing of an imitation controlled substance as defined in 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant.
- The student was present where alcohol, narcotics, drugs, a controlled substance or an inhalant were being used where in the student had access to the items; or,
- The student admits to a violation as defined above; or,
- The student is cited, charged with being convicted with any controlled substances or alcohol related criminal offense.

10a) Consequences

First Violation of Drugs/Alcohol:

Students determined to have committed a first violation *shall be suspended for one third of the scheduled Columbus Middle School competitions/performances of that given student's current activities season(s)*. If a student *self-reports* to a sponsor/coach or administrator within 24 hours of the incident, they *shall be suspended for one-fourth of the scheduled Columbus Middle School competitions/performances of that given student's current activities season(s)*. The student is also prohibited from participating in all

activities with the team including but not limited to pep rallies, traveling with the team, and community service performances that occur within this time frame. Student athletes will be expected to participate in practices and/or classes within the school day.

Second Violation of Drugs/Alcohol

Students determined to have committed a second violation at any time during their middle school career ***shall be expelled from participation in all activities for one calendar year.*** If the student self-reports, the suspension is for nine months.

Reinstatement after Second Violation of Drug/Alcohol Policy: Should it be determined that a student has committed a second violation during their middle school career; he or she may apply for re- instatement in activity participation under the following conditions:

- A. The student will undergo a formal drug/alcohol evaluation at his or her own expense. The results of this evaluation will be shared with the school administration and the recommendation(s) made by the evaluation must be followed for reinstatement to stand.
- B. The student will complete a community service project, including approximately 40 hours of service work, as to be agreed upon by the school administration and the student. All expenses incurred for the completion of the community service project are to be the responsibility of the student. The student must complete the community service project prior to being reinstated.

Third Violation of Drugs/Alcohol

Students determined to have committed a third drug/alcohol violation at any time during their middle school careers ***shall be expelled from participation in all activities for the remainder of the middle school careers.***

10b) Due Process: A student accused of a violation shall have due process consisting of the right to know the nature of the alleged violation, the right to tell his/her version of events, and the right to have others comment on his/her behalf. You have the right to appeal the Activities Coordinator's decision provided the appeal is made to the **Middle School Administration** within 5 days. This decision may be appealed to the superintendent provided the appeal is made within 5 days. The superintendent's decision is final.

Note: If a violation occurs toward the end of the activity season, this consequence will carry over to the next season in which the student participates. The student must ***complete the entire season*** of the activity in which the activity suspension is served.

Drug/Alcohol Suspension Table		
First Offense	Second Offense	Third Offense
* Students is suspended for $\frac{1}{3}$ of scheduled competitions and/or performances *Suspension is reduced to $\frac{1}{4}$ of scheduled competitions and/or performances if students self reports	* Student is suspended for activity participation for one calendar year. * Suspension is reduced to nine months if student self-reports * Students may apply for reinstatement, providing evaluation & community service project	* Student is suspended from participation in all activities for the remainder of their middle school and high school career

11) Tobacco/Inhalants Regulation for Activity Eligibility

Students determined to have possessed, used, distributed or sold tobacco shall receive the following consequences:

11a) Consequences

First Violation of Tobacco/Inhalants: A student determined to have committed a first violation at any time during the school year shall be suspended for $\frac{1}{4}$ of a season and/or consecutive seasons ($\frac{1}{4}$ of total contests during the time of the violation) from participation, competition or play, but not from practice and/or classes within the school day.

Second Violation: A student determined to have committed a first violation at any time during the school year shall be suspended for 1/2 of a season and/or consecutive seasons (1/2 of total contests during the time of the violation) from participation, competition or play, but not from practice and/or classes within the school day.

Third Violation: A student determined to have committed a third violation at any time during his/her middle school careers shall be suspended from participation in all activities for one full year. Student athletes are also suspended from practices, but must still attend classes within the school day.

11b) Due Process: A student accused of a violation shall have due process consisting of the right to know the nature of the alleged violation, the right to tell his/her version of events, and the right to have others comment on his/her behalf. You have the right to appeal the Activities Coordinator's decision provided the appeal is made to the **Middle School Administration** within 5 days. This decision may be appealed to the superintendent provided the appeal is made within 5 days. The superintendent's decision is final.

SECTION VII GENERAL INFORMATION

VII-A Medical Excuses From Fitness/Participation for Health Reasons

A student may be excused from fitness for reasons of health for one class period with permission of a parent and/or nurse. The student may be excused for additional days by the school nurse if the situation is well-defined, if there is parental input, and/or if the situation is self-limiting. A doctor's statement may be required when deemed necessary. A student may be permanently excused from fitness by a doctor's statement only.

VII-B Asthma Protocol

State Law (Rule 59) requires that our school be prepared to implement an emergency treatment plan, called a protocol, anytime a student or staff member experiences a life threatening asthma attack or systemic allergic reaction (anaphylaxis). The protocol requires that 911 be called first. After that call is made, an EpiPen injection will be given and then albuterol is provided through a nebulizer. The protocol steps are designed to provide quick, effective care in order to prevent death from occurring due to severe asthma attack or anaphylaxis. Staff members have been trained to recognize the signs and symptoms of a life-threatening breathing emergency and to properly administer the medications. The protocol is a standing medical order that has been signed by Dr. David Rohwer.

If you know that your student has asthma or a known allergy, it is critically important that you communicate this information to our school staff. You may contact the Middle School Nurse. For each student with a known allergic condition or asthma, you must provide the school with (1) written medical documentation, (2) instructions, and (3) medications as directed by a physician. In the event that your student experiences a life threatening asthma attack or systemic allergic reaction, we will defer to the specific documents and medication that you have provided. If you do not have medical documentation and instructions on file with the school for your student, we will defer to the regulatory protocol described above. If, for whatever reason, you do not want your student to receive the life-saving emergency treatment under the protocol, you must file your written objection with the school. If you have any questions or concerns about the protocol or your student's health issues, please contact the Columbus Middle School Nurse.

VII-C Screenings

Students enrolled in Columbus Public Schools are provided health screening in accordance with Nebraska State Statute (Neb. Rev. Stat. §79-248 - 79-253). The screening is conducted to help identify health concerns in as early a stage as possible, in an effort to enhance learning. Screening is not intended to be diagnostic, but to identify students with potential problems. Each student will be screened for vision, hearing, dental, height and weight. The state statute requiring health inspections in Nebraska does not allow a waiver option. Parents who request that their child not be screened at school must provide current screening results from a medical provider.

VII-D Automated Phone Calls

Columbus Public Schools sends information to parents regarding upcoming events and activities to keep them informed. According to the federal Telephone Consumer Protection Act, all calls—whether live, automated, or prerecorded voice calls or text messages—made to cell phones using an auto-dialer or other automated dialing technology are prohibited unless the calls are made for emergency purposes or made with the prior express consent of the cell phone subscriber.

In order to conform with the rules within the Federal Consumer Protection Act, the school will need to obtain the “prior express consent” of the parent to call the cell phone number. The Federal Communications Commission has stated, “people who knowingly

release their phone numbers have given permission to be called at the number which they have given, absent instructions to the contrary.” By signing receipt of this handbook you are giving Columbus Public Schools permission to call all cell phones registered in our student information system (SIS) for school and student purposes.

VII-E Care of Building

Every attempt has been made to provide Columbus Middle School students with an attractive, secure learning environment. The care and protection of our building and its furnishings are essential to its quality appearance.

Posters and locker decorations must be approved by administration before being placed in the building.

It is the responsibility of all of the students to keep the school and its grounds clean and attractive. Students who deliberately create a mess will be held responsible by administrative disciplinary action, restitution for damages, and clean-up cost.

VII-F Elevator Use

Students who have been injured or have a condition to the extent that stair travel must be curtailed will be granted the use of the elevator. A keycard may be checked out from the school nurse and students will be charged a \$5 fee to replace any lost keycards. Elevator keycards should be returned as soon as they are no longer needed.

VII-G Grades - Honor Roll

Honor Roll is computed at the end of each grading term (this is not cumulative).

4.0 Honor Roll: 4.0 with no grade below “A”

3.5 Honor Roll: 3.5 or better with no grade below “B”

VII-H Grading and Grade Reporting Services

At Columbus Middle School we want students and parents to be informed about student progress and grades so we can provide a basis for students, parents, and teachers to work together in maintaining successful learning or bringing about an improved learning for the student.

Students and parents can check grades online or request updates on grades and academic performance any time by contacting individual teachers at 563-7060.

At the end of each grading period, each teacher reports a grade for each subject or subjects which (s)he teaches. All grades are printed on report cards, which are mailed to parents/guardians. If a student receives an incomplete, they will have 2 weeks after report cards are mailed to finish the work, so the incomplete will change to a grade.

VII-I School Counselors, School Psychologists, School Social Workers & Licensed Mental Health Practitioner

Parents can contact school counselors, school psychologists, school social workers and licensed mental health practitioners by calling the building. School counselors and school psychologists are student-focused and address concerns that affect the student’s academic, behavioral, physical, social and emotional health. School counselors will teach lessons in the classroom setting, and lessons will follow the district’s curriculum. School social workers are parent/family-focused and address concerns that impact a parent’s or family’s quality of life requiring community support services.

VII-J Head Injuries & Concussions

Columbus Middle School will follow the Return to Learn protocol for students that have been diagnosed with a head injury and/or a concussion.

VII-K Health Services - School Nurse

The Middle School has a full time nurse assigned to the building. The school nurse is available during regular school hours from 8:00 a.m. to 4:00 p.m. Students who become ill at school should request a pass from a teacher to see the nurse. If a student is genuinely ill, the nurse may suggest over-the-counter medication which could alleviate symptoms, the nurse may suggest a brief rest in the nurse’s office prior to returning to class, and may suggest and facilitate the student going home for the remainder of the day.

In addition, the school nurse is responsible for monitoring the administration of all over-the-counter and prescription medications at school. Parents of students who have a health condition or take medications daily must discuss medication procedures with the school

nurse and sign a medication release form in order to have medications administered at school. Middle school is a time of increased responsibility for personal health and wellness, to this end, CMS encourages students to take medications at home when possible. If parents would like to discuss the student's readiness for home-administration, parents are encouraged to contact the school nurse.

Finally, the school nurse monitors immunizations required by state law, physicals required by the school and school sports programs, and health screenings required by the school district (Neb. Rev. Stat. §79-217 - 79-253). Any questions related to these topics should first be addressed to the school nurse by phone at 563-7060.

VII-L School Website

To access the Columbus Middle School website, go to www.columbuspublicschools.org and select "Columbus Middle School" from the "Sites" menu. Information on the website may include events, announcements, homework by team, and teacher contact information.

VII-M Social Media

In an effort to better inform parents and the community, Columbus Public Schools will be using social media to share information. Social media includes but is not limited to Facebook, Twitter, blogging, and podcasting. When posting information on Social Networks sites (such as Facebook), the district will only post group photos/videos where no names of students will be used. If a student's name is used, there will be no photo. Students will not be allowed to post on any Social Media pages from the district. Social Media will be monitored by each building principal and only be used with their approval.

VII-N Lanyards, ID Cards & Activity Stamps

Students are required to wear a picture identification card in an appropriate visual location. Picture identification cards, which will be made at Columbus Middle School, are mandatory for every student. The picture identification cards will have the individual student's picture and barcode. There will be a \$5.00 replacement fee for lost or significantly damaged picture identification cards. Students who have lost or damaged their picture ID cards should get them replaced in the CMS office as soon as possible. Students can only use their current year's ID card and their photo must remain visible. This ID card can also be turned into an activity pass if a student purchases a C-stamp. C-stamps are sold at the middle school front office. The C-stamp permits admission to most Columbus High School and Columbus Middle school events. A record of who has purchased C-stamps is kept in the middle school office, and they can be replaced free of charge with a new ID card.

VII-O Media Center (MC)

Students must have their student ID card and agenda with them in order to check out materials and are responsible for all materials checked out to their bar code and not returned. Resources may be checked out for varying amounts of time. Books are checked out for 3 weeks and may be renewed once. MP3 Audiobooks with an accompanying print book may be checked out for 1 week and may be renewed once. Any student who fails to return their audiobook before it is marked lost will be blocked from checking out any more audiobooks. Back issues of magazines are checked out for one week. Reference books, encyclopedias, dictionaries, etc. are due back on the next school day. Some items may be allowed for check out only by CPS staff members. Students may have up to 3 items checked out at the same time if they do not have outstanding book fines. Exceptions will be considered on a case-by-case basis. Students must pay the full price for replacement of all lost materials (materials not returned after 30 days). At the end of each quarter, parents or guardians will be notified of any unpaid fines. Students who chronically have overdue books or large library fines will have their checkout privileges blocked.

VII-P WIN Time

WIN (What I Need) Time is a period at the end of the school day designed to help students receive additional practice, support, and enrichment from their teachers. All students need to report to a WIN session daily and must report to any teacher who has written them a pass in their agenda. Students may only attend WIN Time Study Hall in the cafeteria if they meet certain criteria. Standard 3-minute passing periods apply. Students in the halls after WIN has started will be escorted to the Media Center where they will be supervised by an administrator and will receive 2 days of private dining for every offense after the first warning.

VII-Q Lost and Found

All lost and found articles should be taken to and claimed in the main office. Unclaimed items will be given to charitable organizations at the end of each quarter.

VII-R Lunch Procedures

~~Free/Reduced lunch forms will be given to every student at the beginning of the school year; students who are applying for~~

~~free/reduced status need to return forms promptly. Students are responsible for any charges accrued before the application is approved. Forms can be picked up in the office at any point in the year; these forms should be returned to the office upon completion.~~ Columbus Public Schools strongly encourages all families to complete the free and reduced meal application through Wordware (an online application that also has family balance, payment, and meals charged information) since that information is used to determine eligibility and costs for several student programs. Free and reduced data is also a factor in determining state aid for the District.

Students who receive free or reduced meals and take a qualifying meal at breakfast and lunch receive it free or at a reduced cost. A la carte and other additional items not part of the reimbursable meal will be charged at their regular cost.

All costs incurred by a student prior to being approved or additional meal item charges are to be paid promptly every month. Payments can be made online through Wordware.

For information on accessing your Wordware account or assistance with the Free and Reduced application process please contact the Administration Building at 402-563-7000.

Students may bring sack lunches if they do not wish to eat the school lunch. The Columbus Public Schools requests that, no student bring in commercially prepared food (i.e. McDonalds, Burger King, Subway, Pizza Hut, Taco Johns etc.) Each student is expected to bring only individual-sized portions which (s)he expects to eat. Large containers of chips or boxes containing multiple servings of a food item are not permitted. Students who bring sack lunches may purchase milk or a la carte if they wish to do so. Students may not bring any candy or pop with them to eat at lunch. Sack lunches should not contain any glass items. All lunches must be eaten in the cafeteria unless special permission or instructions have been given by a school official. Students must use their intact student ID with barcode as they go through the lunch line. Students who do not have their student ID card must have an ID sticker and wait at the back of the line. Students may deposit money into their account before school or during lunch periods.

A la carte items will be sold to 5th, 6th, 7th, 8th graders during their lunch time. A la Carte items include such things as: water, yogurt, chips, juice, and additional main entree. A la carte items do cost extra and the student must have a positive student account to purchase items. The cost of the items can be deducted from the student account. Any student making an a la carte purchase must have their ID. Students should follow their grade-level rules for when to purchase a la carte during their lunch period.

Students and their parents should discuss how to handle the purchase of a la carte items; parents can monitor student accounts online. Parents should monitor lunch balances throughout the year.

VII-Ra Unpaid Meal Balances

In the event that a student's account balance reaches -\$15.00, the student may be offered an alternate meal meeting reimbursable requirements of the USDA school nutrition program. The District will also provide the necessary forms for the student's parent or guardian to apply for free or reduced price meals. Such benefits may be applied for at any time during the school year. A la carte purchases will not be permitted if a student's account balance is below \$0.

-See Appendix C for CPS Unpaid Meal Policy

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complain of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, write a letter addressed to the USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: (202) 690-2474; or
- (3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

VII-S Parent/Guardian Involvement and Participation

1. The Parent/Guardian and Student Handbook shall include CPS Board Policy 1005.03 and provide parents/guardians with the information as to when and how they can access instructional materials.
2. The Parent/Guardian and Student Handbook is available online. Upon request, a paper copy of the handbook can be sent home with students. If sent home with students, parents/guardians shall return to the school a signed form indicating that they have received the Parent/Guardian and Student Handbook.
3. Parent/guardian permission is required for out of town field trips. Parent/guardian notification is required for out of town field trips. See also CPS Board Policy 607.05.
4. The Parent/Guardian and Student Handbook shall include an invitation to parents/guardians to attend and monitor instructional activities.
5. Administrators shall notify parents/guardians in advance of special activities, such as assemblies, unless time does not permit.
6. If a principal denies a parent's/guardian's request to attend and monitor instructional and/or special activities, the principal shall notify the parent/guardian of his/her rights of appeal as described in this regulation. Also, a full report including, but not limited to, the circumstances and rationale for the denial shall be sent to the Superintendent.
7. Administrators shall notify parents/guardians if a substitute teacher will teach their child for four or more weeks.
8. Administrators shall make the curriculums, instructional materials, and school climate surveys used in their schools available for parent/guardian access. Administrators shall provide additional opportunities for parents/guardians to review the materials. Parents/guardians shall be notified in advance of such opportunities.
9. Administrators shall take advantage of opportunities to inform parents/guardians of how they can be more involved in the schools by contacting school staff and/or the Volunteer Coordinator at the Administration Building.
10. Parents/guardians may obtain copies of curriculum for review by checking them out from the Professional Library located at the Administration Building. Parents/Guardians may obtain a personal copy of materials at their own expense.
11. Parents/guardians shall be notified in the parent/student handbook, that lessons may be taught by a school counselor in the classroom setting. Lessons shall follow the district's curriculum.
12. Parent/guardian permission is required for student participation in counseling groups or individual counseling sessions conducted by school counselors unless the student's safety is in question.
13. Parents/guardians are encouraged to attend conferences in the fall and spring.
14. Parents/guardians are encouraged to notify teachers if there are topics of concern to them. Teachers shall notify the parents/guardians in advance if these topics are to be used in planned lessons. The administrator shall be responsible for annually advising staff in August that there are subjects which may be sensitive or of concern to parents/guardians as part of classroom discussion. Such subjects which may arise that are not in the District curriculum may include, but are not limited to: death and dying; religious events and holidays; magic, witches, and sorcery. Teachers are also to be reminded by principals that any classroom discussion of a controversial topic should be in accordance with current Board Policy.
15. Parents/guardians shall be notified in advance of Family Life instruction involving human sexuality (grades 5-12). Permission slips will be included with the notification. If the notification is mailed to the home, the school shall require a parental/guardian response only if the parent/guardian does not give permission for the student to participate. If notification is sent home with the students, the school shall require a parent/guardian response indicating whether the student will or will not participate.
16. If a parent/guardian has an objection to any instructional material or school experience, the school shall provide the parent/guardian with an appropriate form which may be used to express his or her objection. Forms and appeal procedures may be obtained from building secretaries.

17. It shall be the responsibility of the administrator to notify parents/guardians in advance when their children will be taking standardized tests.
18. It shall be the responsibility of the administrator to notify parents/guardians in advance of school-sponsored surveys beyond the school climate surveys. If the notification is mailed to the home, the school shall require a parent/guardian response only if the parent/guardian does not give permission for the student to participate. If notification is sent home with the students, the school shall require a parent/ guardian response indicating whether the student will or will not participate.
19. The Board of Education shall hold an annual public hearing on Parent/Guardian Involvement and Participation in accordance with the statute. Neb. Rev. Stat. §79-533

VII-T Parent-Teacher Conferences

Parent-teacher conferences will be held at mid-1st quarter and mid-3rd quarter. There will also be an Open House with a Grade Level Orientation for parents to meet their child's teachers. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by contacting the school office and making arrangements with the teachers.

VII-U Passes

Students in the hall during the instructional period must have a signed pass from a staff member. Students who fail to comply with this rule will have their pass privileges suspended with the exact time based on frequency and severity of the offense.

VII-V Physical Examinations

Nebraska State Law requires that each student entering the 7th grade must be examined by a qualified physician prior to entrance in the school. Physical forms may be obtained from the Middle School Office. Parent(s)/guardian(s) must comply with this law or object to the physical in writing. Students will be excluded from school if they fail to meet this requirement. Refusal forms are available from the school nurse. Transfer students, all grades, from out-of-state are also required to complete the physical examination. Parent(s)/guardian(s) having a question regarding this requirement should contact the school nurse.

VII-W School Resource Officer

Columbus Public Schools will have the services of a School Resource Officer during school hours. Columbus Middle School works closely with the officers of the court and will use the school resource officer in matters relative to federal, state, and local violations. The School Resource Officer and Police/Sheriff's officers are allowed to interview students during the school day in the presence of a school official. Probation and parole officers are also in regular contact with school officials.

VII-X Severe Weather and School Cancellations

The Superintendent may alter district schedules as appropriate to the particular condition. The Superintendent will notify local news media when inclement weather warrants such action. Local radio and television stations will broadcast the information along with the district website and social media site. Parents who are signed up for Remind or other notifications will receive a message.

VII-Y Smoke-Free Environment

All of our school buildings and grounds are smoke and tobacco-free.

VII-Z Drug-Free School

Columbus Middle School implements regulations and practices which will ensure compliance with the federal Safe and Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto.

VII-AA Student Agenda Books

CMS has designed and printed student agenda books with the intent of improving the organizational habits of students. Students will be expected to carry their agenda books at all times as several uses have been built into the structure of this book. Students will be responsible for replacing lost or damaged agenda books at a cost of \$1.00.

VII-AB Student Schedule Changes

Students needing schedule changes should notify their School Counselor. Final approval of all schedule changes will be made by the Administration.

VII-AC Health/Accident Insurance

Students shall have the opportunity to participate in the health and accident insurance plan selected by the school district. The cost of

the health and accident insurance program shall be borne by the student. Participation in the insurance health and accident plan is not a contract with the school district, but rather, a contract between the insurance company and the student.

VII-AD Transportation Services

The school provides transportation for students on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses. While riding school buses or other school vehicles you are expected to follow the same student conduct rules, which apply when you are on school property or attending school activities, functions or events.

VII-AE Tobacco, Alcohol, and Drug - Education and Prevention

Columbus Middle School promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs.

VII-AF Teacher Assistance – Before and After School

Teachers are on duty beginning at 7:45 a.m. each morning, but many of them are actually at school earlier than that. Teachers are willing to help students in the morning as long as they know that the students are coming in for help. Students will need a pass to see a teacher in the morning before school and should request that pass before they leave school on the day before.

All students will be dismissed at 3:30 p.m. unless they are asked to stay later by a teacher and/or administrator because they have not completed work of acceptable quality or turned in work on time or because they have not behaved appropriately in the classroom. Students can also make arrangements to complete work or receive assistance after school between the times of 3:30 and 4:00 p.m.

VII-AG Visitors Policy

During school hours, all visitors, people who are not employees of the Columbus Public Schools or Columbus Middle School students, are to report immediately to the Middle School Office upon entering the building. Visitors are required to sign-in and wear a visitor's badge. Any violation of this rule may be considered trespassing and appropriate action may be taken. Student visitors from other schools are not allowed because they tend to disrupt the teaching and learning environment.

Columbus Public Schools - ILLNESS SUPPLEMENT

The following rules and expectations will be effective during the 2022-2023 school year. These rules and expectations are intended to ensure the health and safety of all students, staff members, and the overall community. Because of the fluid nature of viruses and other forms of illness, these rules and expectations are subject to change at any time. The District will send parents and students written notification of any such changes. It is each family's responsibility to monitor for, understand, and adhere to any such changes, including those changes implemented on short notice. If a parent or student ever has any questions about the interpretation or implementation of these rules and expectations, the parent or student should promptly contact their building administrator.

1. **Symptoms of Illness.** A student who experiences, or has experienced symptoms of a form of illness needs to be cautious of their health for their safety and others around them. For the benefit of all students, any student who experiences more than minor symptoms should stay home until they feel better. If a student displays more than minor symptoms while at school, the student may be sent home and it is the parent's responsibility to promptly retrieve the student from school. Students who miss school due to illness will generally not be counted as an unexcused absence, though the administration reserves the right to deem an absence as unexcused if the administration determines that a student has not been honest.
2. **Preventing Exposure.** In addition to a student staying home when they feel sick, each student is responsible for taking reasonable efforts to prevent the spread of illness. These efforts include, but are not limited to, washing hands, avoiding the sharing of food or drinks, avoiding others who are sick, practicing good hygiene, and the like. Although the District is not responsible in any way for a student becoming ill, and each parent and student assume the risk of illness every day by attending school, the District strongly encourages students and parents to proactively prevent exposure and the spread of any illness in school.
3. **Make Up Work.** A student who does not attend school due to illness must coordinate with their teacher(s) on any makeup work or missed assignments. Ordinarily, students will not be penalized academically if they miss school because they are legitimately sick. However, the student is ultimately responsible for communicating and following-up with their teacher(s) to make up any missed work.

and/or prevent receiving any penalties for missed work. Finally, the District does not offer remote learning when a student is unable to attend school in-person.

4. Activities. A student will not be permitted to participate in activities if the student has been sick on the day of the activity or if the administration determines that the student has symptoms of being sick.

5. Failure to be Honest. These rules and expectations are designed and will be implemented to ensure, to the extent practicable, the health and safety of all students and staff. The District will endeavor to balance the need to ensure the health and safety of school premises, while not intruding on a family's confidential medical information. With that in mind, students and families are expected to be honest with the District regarding a student's illness or symptoms. In any circumstance, if the District determines that a parent or student has not been honest or forthright with information or facts provided (or not provided) to the District about a student's potential illness or symptoms, the District may exclude a student for a longer period of time (for health and safety reasons) or may impose disciplinary consequences.

6. Other Health and Safety Rules. At any time, a staff member may impose or require a student to undertake other health and safety requirements (such as frequent hand washing, maintaining social distancing, and the like). A student must follow such health and safety requirements or face discipline, like any other rule issued by a staff member.

Columbus Middle School



Acceptable Use Agreement 2022-2023

COLUMBUS PUBLIC SCHOOLS MS STUDENT ACCEPTABLE USE AGREEMENT

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COLUMBUS PUBLIC SCHOOLS STUDENT ACCEPTABLE USE AGREEMENT

LOST - MISSING - STOLEN CHROMEBOOK -

If a parent or student determines that the student's laptop is lost, missing or stolen, please follow the appropriate procedure below:

Option #1: Call or report to the Middle School Office (402-563-7060) if Troy Medinger (CMS Technology Associate) is in the building, the call will be transferred to the Technology Office who will then notify CMS Administration and Jeff Uchtman (CPS Network Administrator).

Option #2: If Mr. Medinger (CMS Technology Associate) is not in the building, the information will then be shared directly to the CMS Administration, Mr. Jeff Uchtman (CPS Network Administrator), and Mr. Corey Underdahl (CPS Technology Associate).

Outside the school day: Call the CPS Technology Hotline at 402-563-7069.

When calling in to report a lost or stolen device, please be prepared to provide the following information. If after hours, please leave the information on the answering machine

- Student's name
- Person's name making report
- Location where computer was when it went missing
- Contact number to be called back

***Parents: If you believe the computer is stolen, please contact the Police Department's non-emergency number 402-564-3201 immediately.**

If at any point the computer is located, please contact CPS Technology Hotline (402-563-7069) and report it as "FOUND."

Receiving and Returning Your Chromebook

1. Receiving Your Chromebook

- **Parent/Guardian Orientation (Required for all students)**
 - All parents/guardians and their student(s) are required to sign the Columbus Public Schools Chromebook Acceptable Use Agreement (AUA) before a Chromebook can be issued to their student. All parents/guardians and their student(s) will also be required to attend the grade-level orientation at the beginning of the school year on acceptable use as well.
- **Device Distribution**
 - Students will receive their Chromebook during the first week of school upon receipt of their signed AUA.

- **Device Distribution / Transfer and New Students to CMS**
 - Devices will be distributed to students by grade levels during the first week of the school year. Students and parents must sign the Acceptance Use Agreement (AUA) in advance of receiving their Chromebook.
 - All students new to CMS, will be able to pick up their Chromebook from the Columbus Middle School Technology Office located across from the main office. Both students and their parents/guardians must complete the digital literacy/citizenship requirements and sign the AUA prior to picking up a Chromebook.

2. Returning Your Chromebook

- **End of Year**
 - At the end of each school year, students will turn in their Chromebook. More information regarding the check in will be available during the 2022-23 school year. Students shall retain all issued peripherals.
 - Failure to turn in a Chromebook will result in the student being charged the full replacement costs.
 - At the discretion of the Superintendent, the district may also file a report of stolen property with the Columbus Police Department for any Chromebook and/or issued peripherals which are not returned.
- **Transferring/Withdrawing Students**
 - Students who transfer out of or withdraw from the Columbus Public Schools must turn in their Chromebook and all peripheral items to the Middle School Technology Office on their last day of attendance as part of the middle school check-out procedure (pink sheet).
 - Failure to turn in the Chromebook will result in the parent/guardian being charged the full replacement costs for the computer and peripherals. Unpaid fines and fees of students leaving the Columbus Public Schools may be turned over to a collection agency.
 - At the discretion of the Superintendent, the district may also file a report of stolen property with the Columbus Police Department within **48 hours** of the student's verified final day of attendance.

3. Equipment Repair and Replacement protection plan

- Columbus Public Schools *highly recommends* that families purchase the **damage protection plan** prior to the deployment of the Chromebook to students. The cost is \$25.00 annually for each Chromebook. Each claim covered by the protection plan will be assessed a deductible of 85/15 with the district covering 85% on a per incident basis during the 2022-23 school year.
- If a student withdraws from Columbus Middle School and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated.
- **Disclaimer:** Recurring incidents of a similar nature that result in damage to the device will be reviewed and may not be covered by the **damage protection plan**.

4. Training

- Students will receive regular training during the school year to address care and usage of the Chromebook as well as usage of Google Apps (Discoverer Accounts).
- Regular digital citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

1. Responsibility [See Section IV-AN Damage of School or Private Property of CMS Student Handbook p. 26]

- Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the CMS

Technology Office. If a loaner Chromebook is needed, one will be issued to the student if available.

- **Use the CPS Technology Hotline to report a lost/stolen computer: 402-563-7069.**
- It is recommended that you keep your Chromebook clean. Approved cleaning supplies and appropriate procedures are available in the Middle School Media Center.
- Keep food and drink away from your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Never carry your Chromebook while the screen is open.
- Keep pets away from your Chromebook and peripherals.
- Chromebook must remain free of any writing, drawing, and inappropriate stickers, or labels. See guidelines on “Personalizing the Chromebook” on the next page.
- Chromebook will be examined for cleanliness and wear at the time of check in.
- It is recommended that your Chromebook be shut down when not in use to conserve battery life.
- Shoving your Chromebook into a locker or wedging it into a book bag may damage the screen.
- Heavy objects should never be placed on top of Chromebook.
- Exposing your Chromebook to extreme hot or cold temperatures or direct sunlight for extended periods of time may cause damage to your Chromebook.
- Leaving your Chromebook unattended or unsecured could result in damage or theft for which you will be liable.
- We recommend that you bring your Chromebook to room temperature prior to turning it on.

2. Device Protection

- Each student is responsible for the protection of their device. If students choose to buy their own personal bag for the device, they may choose to do so at their own expense/risk. Any damage to the device falls on the responsibility of the student.

3. Carrying Chromebook

- Always transport Chromebook with care and in a manner that protects the device from damage.
- Never lift or carry Chromebook by the screen.
- Never carry Chromebook with the screen open.

4. Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not slam devices shut.
- Do not store a Chromebook with the screen open.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks, papers).
- Only clean the screen with a soft, **dry** microfiber cloth or anti-static cloth.

Using Your Chromebook

Students are expected to have a fully charged Chromebook at school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

1. Chromebook being repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to, or loss of, the loaned device.
- Chromebook on loan to students having their devices repaired must be checked out and checked in daily at the technology window. If a student/parent agrees to assume responsibility for a second device, the student may take the loaner computer from the building. (*Signed checkout document is required*)
- Students will be contacted when their device is ready for pick-up.
- During holiday or spring breaks, students may contact the high school main office to arrange for assistance regarding their device.

2. Charging Chromebook

- Chromebook should be brought to school each day (if taken home) with a full charge.

3. Personalizing the Chromebook

- Appropriate personalization will be permitted. Personalization of your Chromebook must adhere to the symbolic expression guideline as stated in Section I-J of the student handbook.
- Students may add school appropriate music, photos, and videos to their Chromebook. Columbus Public Schools reserves the right to limit and/or deny access to any non-educational application or file.
- Concerns regarding compliance with technology guidelines may result in spot checks of the device by teachers, administrators and/or technology support staff at any time.

4. Sound

- Sound must be muted at all times unless permission is obtained from a teacher.
- Headphones/earbuds may be used at the discretion of the classroom teacher.

5. Logging into a Chromebook

- Students will log into their Chromebook using their school-issued student ID.
- Students are not to share their account passwords with anyone other than their parent/guardian.
- In the event of a compromised account the Columbus Public Schools Technology Department reserves the right to disable a student's account.

6. Using Your Chromebook Outside of School

- Students who are given permission to bring their computers home are authorized to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for some Chromebook use; however, some applications can be used while not connected to the Internet.
- Students are bound by the Columbus Public Schools Use of Technology Policy, the Columbus Middle School Student Handbook and this Acceptable Use Agreement (AUA). See CMS Student handbook page 25 Section IV-AL Technology and Acceptable Use Policy for additional information on acceptable use.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of Chrome OS that is supported and managed by the district.

1. No Expectation of Privacy

- Neither students nor their parents have any expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. By using a Chromebook, students agree to such access, monitoring, and recording of their use.
- The district may, without prior notice or consent, log, supervise, access, view, monitor, and record use of student Chromebook at any time for any reason. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

2. Monitoring Software

- Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on student Chromebook.

3. Updates

- Updating the Chromebook Operating System will be handled by District Tech via our software management system. Updating the device will be done at the district level.

4. Virus Protection

- There is no need for additional virus protection on Chromebooks.

5. Content Filter

- The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks, regardless of physical location (in or out of school), will have all Internet activity protected and monitored by the district. When a student comes across a website that is blocked in school, it will most likely be blocked out of school.
- If an educationally valuable site is blocked, students should contact the classroom teacher or media specialist, who will, in turn, submit a Helpdesk ticket to request the site be unblocked.

6. Inspection

- Students may be selected at random to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebook

1. Originally Installed Software

- Chromebook software is delivered via the Chrome management console and web store. These are web-based applications that do not require installation space on a hard drive. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.
- All Chromebook are supplied with the latest version of Chrome (OS), and other applications useful in an educational environment. District Technology staff will periodically install updates when the computer is idle or restarted.

2. Google Apps for Education (Discoverer Accounts)

- Chromebook integrates with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, Gmail, Groups and Blogger. All work is stored within Google Drive.

Repairing or Replacing Your Chromebook

Tech Support

All Chromebooks in need of repair must be brought to the Columbus Middle School Technology Office as soon as possible.

1. Vendor Warranty

- Chromebook includes a three year hardware warranty from the vendor.
- The vendor warrants the Chromebook from defects in materials and workmanship.
- The limited warranty covers normal use, mechanical breakdown, and faulty construction. The vendor will provide normal replacement parts necessary to repair the Chromebook or, if required, a Chromebook replacement.
- The vendor warranty does not warrant against damage caused by misuse, abuse, or accidents.
- All repair or warranty work must be performed through the CMS Technology Office.
- **Estimated Costs - A repair list will be posted and updated each month to reflect current costs. (Appendix A)**

2. Accidental Damage Protection

- Columbus Public Schools *is offering for students to purchase the damage protection plan* prior to the deployment of the Chromebook to your child. The cost is \$25.00 annually for each Chromebook. Each claim covered by the protection plan will be assessed a deductible on a per incident basis during the current school year.
- The Columbus Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined in the Columbus Middle School Student Handbook.
- Columbus Public Schools will assess the Chromebook damage and repair or replace the device if the damage is determined to be accidental and within the protection guidelines. The damage protection plan does not cover for loss of the Chromebook and/or its accessories or damages caused by misuse and abuse.
- **Parents/Students will be charged for full replacement cost of a device that has been damaged due to misuse or abuse as determined by the Certified technicians.**

3. Chromebook Technical Support

- The CMS Technology Office will be the first point of contact for repair/troubleshooting of the Chromebook.
- Services provided include:
 - Password recovery
 - User account support
 - Coordination of warranty repair
 - Distribution of replacement Chromebook
 - Hardware maintenance and repair
 - Restoring Chromebook to factory default
 - Chrome OS updates

Safe and Acceptable Use of Your Chromebook

1. Appropriate Uses and Digital Citizenship

- School-issued devices should be used for educational purposes and students are to adhere to this Acceptable Use Agreement (AUA) and all of its corresponding administrative procedures at all times.
- Violations of the Acceptable Use Agreement (AUA) may result in Internet Use privileges being revoked or restricted until the student recertifies through the Digital Literacy. Digital literacy will be taught in the following required classes: 5th grade keyboarding class, 6th grade computer skills class, and 7/8 computer applications class.
- While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following guidelines:
 1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
 2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
 3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
 4. **Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
 5. **Respect Intellectual Property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all uses of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
 6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

2. Columbus Public Schools Internet Use, Safety, and Computer Use Policy

- Columbus Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district network.
- The administration reserves the right to refuse access to the Internet by Columbus Public Schools to anyone when it deems it necessary in the public interest.
- The School district's internet access and all school-issued technology are considered "school grounds" under the Nebraska Student Discipline Act and all other provisions of state and federal law.

3. Compliance with the Law and Use of Computers / Internet *[See Section IV-X Academic Dishonesty and Section IV-Y Copyright and Fair Use Policy of CMS Student Handbook p. 20-21]*

- Students using the Internet will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and expectations for student and parent privacy.

- Students at Columbus Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate “Access to Internet by Minors”, appropriate use of social networking sites, cyber-bullying, and other topics that are relevant in encouraging digital citizenship.
- A copy of the scope and sequence or other outline of the Internet Safety Curriculum may be found in the district Curriculum Office.

4. Access to the Internet by Minors (individuals under the age of 18) or Adults (or individuals over the age of 18)

- Minors or adults shall:
 1. Not access or transmit materials that is considered obscene, pornography, harmful to minors, or otherwise inappropriate for education and/or may be considered illegal activity.
 2. Not use Columbus Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system’s security.
 3. Not engage in any illegal activities on the Internet.
 4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Columbus Public Schools-related assignment or activity.
 5. Not attempt to override or bypass any protection measure that has been put in place by Columbus Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Columbus Public Schools.
 6. Minors shall not disclose personal identification information on the Internet.

5. Policy Violations

- Any violation of this policy may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Columbus Public Schools, including applicable State and Federal laws.
- Details and definitions of the full Columbus Public Schools Acceptable Use Policy 504.09 & 606.06 can be reviewed at any media center in the Columbus Public Schools or online at <http://columbuspublicschools.org>.
- Students shall be granted permission to access the Internet under the direction of a teacher.

6. Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
 - o As a safety precaution, full names or addresses are not to be revealed online.
 - o Computer and network resources have been provided for educational purposes - game-playing and commercial uses are prohibited.
 - o Sharing of individual accounts is prohibited.
 - o Electronic mail (e-mail) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel and may be accessed by other computer users.
 - o Chain letters and inter-relay chat are misuses of the system.
 - o Vandalism or "hacking" of any kind is prohibited.
 - o The security of the system and the rights of other users are to be respected at all times.
- Students or staff knowingly violating the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Columbus Public Schools and/or civil authorities.
 - o Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.

- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Columbus Public Schools harmless from any claims or damages arising from such use. Columbus Public School District makes no warranties for the information or the services provided.

7. Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher, administrator and/or tech support staff immediately so that such sites can be blocked from further access.

8. Legal Propriety *[See Section IV-X Academic Dishonesty and Section IV-Y Copyright and Fair Use Policy of CMS Student Handbook p. 20-21]*

- All students and staff must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask the Media Specialist or the Executive Director of Technology & Operations if you are in compliance with the law.
- Plagiarism is a violation of the Columbus Middle School code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

9. Email

- Students' email access will be through a Google Gmail system managed by the Columbus Public Schools. This email system is monitored by the Columbus Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Always use appropriate language.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- No private chatting during class is allowed without permission.
- Email is subject to inspection at any time by school administration, parent/guardian or designee.

10. Discipline Consequences

- The student whose name, system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Policy Handbook or the Columbus Public School's Acceptable Use Policy will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Columbus Public Schools Technology Department to ensure appropriate use. The Columbus Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Estimated Cost of Repair/Replacement

A repair list will be posted and updated each month to reflect current costs.

Part Number	Part Description	Self-Maintainer price

CPS ChromeBook

ACCEPTABLE USE AGREEMENT

The Columbus Public Schools Student Acceptable Use Agreement (AUA) is for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Columbus Public Schools regarding the use of computers and the Internet in the Columbus Public Schools. Your signature also states that you authorize Columbus Public Schools to create and utilize “cloud services” accounts that will be under the control of Columbus Public Schools, but which reside elsewhere on the Internet. (Certain cloud services require parental permission for students regardless of the level of control over the account granted to CPS.)

Additionally, as part of the Digital Literacy/Chromebook initiative at Columbus Middle School, Columbus Public Schools is **highly recommending** the purchase of a Damage Protection Plan prior to the check-out of the Chromebook to your child. Columbus Public Schools will assess the Chromebook damage and repair or replace the device if the damage is determined to be accidental and within the protection plan guidelines.

This damage protection plan does not cover for loss of the Chromebook and/or its accessories or damages caused by intentional misuse and abuse. Under this agreement, the Chromebook is protected to 85% of incurred cost from accidental damage. Columbus Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined in the Columbus Middle School Student Handbook.

Parents/Students will be charged for damage due to intentional misuse or abuse at the current replacement cost of the device including CPS Insurance Coverage.

Acceptance of Liability

**** Please INITIAL the plan you are choosing***

_____ **PLAN #1 - Purchase Damage Protection Plan:**

My student and I accept and will abide by the Columbus Middle School Chromebook Acceptable Use Agreement and **I am** purchasing the damage protection plan through Columbus Public Schools in the amount of **\$25**. (Cash or check made payable to Columbus Public Schools).

_____ **PLAN #2 - Reject Damage Protection Plan:**

My student and I accept and will abide by the Columbus Middle School Chromebook Acceptable Use Agreement and **I am NOT** purchasing the damage protection plan through Columbus Public Schools and **I will assume responsibility for 100% of the cost of any repairs or replacement cost.**

Print Full Student Name Here

Student ID Number (REQUIRED)

Grade

Student Signature

Date

Parent/Guardian Signature (REQUIRED)

Date

Print Full Parent/Guardian Name Here (REQUIRED)

Appendix C

Columbus Public Schools

Unpaid Meal Policy

The purpose of this policy is to establish limitations on the number of breakfasts or lunches a student may receive when the account balance is not sufficient to cover those costs. To provide for alternate meals to be served to students when account balances reach certain limits and to protect the District from such unpaid financial obligations.

Families are encouraged to keep account balances in the positive at all times. Deposits are accepted at each school building and at the Administration Building. Deposits may be made by cash, check, or online through your family Wordware account. Account balances and purchase details by student may be obtained through the family access portal in Wordware. If online access to Wordware is not available, the District office may be contacted at (402) 563-7000.

Each day that a student eligible for reduced price or paid meals brings the actual amount of the cost of the meal, that student will be provided a breakfast and/or lunch and the amount received will be applied to the cost of that meal rather than to reduce a prior negative balance.

In the event that a student's account balance reaches -\$15.00, the student will be offered an alternate meal meeting reimbursable requirements of the USDA school nutrition program. The District will also provide the necessary forms for the student's parent or guardian to apply for free or reduced price meals. Such benefits may be applied for at any time during the school year. At the High School and Middle School a la carte purchases will not be permitted if a student's account balance is below \$0.

To the extent possible, all actions pertaining to students with negative account balances will be handled as confidentially as possible. Communications regarding account balance concerns will be provided by text, phone, and email through the family Wordware account. Communication in writing by assigned District personnel will only be done at the end of each semester. It is the parent's (or guardian's) responsibility to create a Wordware account and maintain a positive family balance in their account. Students will not be used as couriers of such information.

This policy shall be provided in writing on an annual basis to student and parents through the District website and also in the annual back to school mailing and in school handbooks. The policy shall also be provided in writing to households transferring into the District during the school year. It shall also be provided to school administrators and others charged with enforcement of this policy.

This policy shall be reviewed and adopted on an annual basis.

Policy adopted: 1.18.21

Policy reviewed: 1.11.21

Policy revised: 12.28.20

TRAVEL

It shall be the policy of the Columbus Public Schools that the learning program allows for purposeful educational travel appropriate for elementary and secondary students. This travel shall only be used to enrich and extend essential classroom learning by placing students into situations and locations that a teacher(s) are unable to address, simulate, or replicate appropriately in the classroom. Educational travel shall always be a well-planned learning experience and must always be approved by the building principal or the principal's designee. Such travel shall absolutely not be used to reward or punish students.

Purposeful, meaningful, and well-planned education travel, involving trips into the community and immediate region, are encouraged at all levels if linked to essential classroom learning. Such travel generally is classified as a field trip.

The Board of Education in 2007 established a policy in which it would pay up to \$250 per student for out-of-state academic competitions for which students qualify.

Educational travel outside the State of Nebraska for domestic travel shall be restricted to students in grades seven through twelve. Travel requiring students to stay overnight must be approved by the building principal and the Superintendent. This travel must be approved by the Board of Education 12 months prior to trip. Special permission may be granted to an organization to make a short out-of-state trip to participate in a special event or clinic; **for example, a qualifying event such as band clinic, jazz festival, and athletic camps that are not regularly scheduled or scheduled within a short time frame. Approval must still go through the building principal and the Superintendent.** ~~Midwest Band Clinic in Chicago, Presidential Inauguration in Washington, D.C., or a major jazz festival.~~

Non-School Sponsored Travel

In terms of out of country (foreign) travel, the district does not participate in summer travel to foreign countries. All planning and recruiting of students for such travel must take place off of school properties so to not confuse the trip being sponsored by the district or school. However, foreign travel may happen due to qualifications through state and national competitions and will be restricted to students in grades nine through twelve and approved by the Superintendent and Board of Education.

Whether a short field trip within Columbus or travel out of state, travel is discouraged whenever the time and expense to travel exceed the time available for students to engage in the learning directly or when the quality of the learning is not sufficient to justify the time and expense.

All travel shall be properly supervised by a school employee or employees. Parents and/or other adults, however, may be permitted to help in such supervision under the direction of a school employee.

Legal Reference: R.R.S. 79-611 Pupils; transportation; driver; liability policy;

Cross Reference: conditions
504.03 Student Conduct
506.01 Student Activity Eligibility
604 Instructional Curriculum
801 Transportation

Policy

Adopted: 12/11/06

Revised: 6/13/11

Revised: 9/16/13

Revised: 9/16/19

COLUMBUS PUBLIC SCHOOLS

Columbus, Nebraska

Reviewed: 9/16/13

INSTRUCTION - TRAVEL

Regulations for Field Trips

1. All field trips, and the arrangements for them, must have the approval of the ~~Superintendent building principal or the principal's~~ **Superintendent's** designee ~~in a manner specified by the building principal~~. Learning activities requiring students from multiple elementary buildings to travel shall be approved and coordinated with the Director of Curriculum or their designee. Trips requiring overnight arrangements shall be limited to students in grades seven through twelve unless approved by the Superintendent.
2. The purpose of the field trip must be clearly defined, related to an essential classroom learning, meaningful and appropriate for students, and of high quality. Field trips shall not be used to punish students but may be used as an incentive to improve student performance as long as the criteria for participation is applied and communicated to all eligible students in a timely fashion prior to the time of the trip. In addition, the total time necessary for travel must not exceed the time available for students to directly engage in learning.
3. The cost of a field trip shall be determined in advance, and each building principal has the responsibility to see that the cost associated with the trip is reasonable and appropriate.
4. School employees shall appropriately supervise each field trip so that good student discipline is maintained both while traveling and while students are engaged in learning. Parents and other adults may help with such supervision under the direction of a school employee.
5. Each child who goes on a field trip must have written parental consent, and parents must be notified in advance of the field trip about the arrangements for the field trip. Such parental notification, however, shall not be initiated before obtaining appropriate administrative approval for the trip.
6. Arrangements for school bus transportation will be made well in advance, as directed, and without disrupting regular school bus schedules. The school bus safety code will govern the behavior of students while on the bus. Trip sponsors are responsible for the conduct of students while on the bus and while students are engaged in the learning activity.

7. Alcohol use, drug use, or other activities not permitted in the student handbook (including but not limited to the use of tobacco, vaping, and harassment) that place the student, other students, supervisors/sponsors, the public, or property at risk are strictly prohibited. Students who use alcohol, drugs, and/or act in a way that places the student, other students, supervisors/sponsors, the public, or property at risk shall receive a long-term suspension and/or expulsion from school upon their return from the trip. Each

Regulations for Field Trips, Continued

incident will be evaluated by the building principal to determine the appropriate consequences for the student or students involved in such misconduct.

8. Students, teachers, and building principal will evaluate each field trip. A brief, written, evaluative summary of each trip is to be provided by the teacher to the building principal in a fashion specified by the principal.

Regulations for Domestic and Foreign Travel

1. All domestic ~~and foreign~~ travel shall have the recommendation of the building principal and the Superintendent before such travel will be considered by the Board of Education. Domestic ~~and foreign~~ travel shall not be used to punish students, but may be used as an incentive to improve student performance as long as the criteria for participation is applied and communicated to all eligible students in a timely fashion prior to the time of the trip. Approval for domestic ~~or foreign~~ travel shall be by an affirmative vote of the Board of Education at a regular or special meeting of the Board.

2. Domestic travel, travel involving an overnight stay, will be restricted to students in grades seven through twelve. Foreign travel may happen due to qualifications ~~through~~ **from** state and national competitions. **Foreign travel** ~~and~~ will be restricted to students in grades nine through twelve ~~unless otherwise~~ and approved by the Superintendent and Board of Education.

3. The purpose for such **domestic** travel must be clearly defined, related to an essential classroom learning, activity, meaningful and appropriate for students, and of high quality. The following must be submitted, in writing, to the building principal to begin the process of consideration:

- the purpose and rationale for travel;
- a complete travel itinerary;
- an explanation of the involvement of commercial agents (their obligations and any agreements to be entered into);

- arrangements for food and lodging;
- transportation arrangements;
- a plan of supervision, including the number of supervisors’
- all direct costs and an estimate of associated costs; and
- the method of evaluation.

4. Every effort should be made to provide all willing and qualified students with an opportunity to participate in such travel by eliminating, or substantially reducing, any financial cost to the student. If cost cannot be eliminated, sufficient time prior to the time of travel shall be provided to allow students a realistic opportunity to raise the money necessary to cover costs.

5. Supervision of traveling students shall be provided by a school employee. Parents and other adults may assist in such supervision as sponsors. For these types of trips, the following supervisor-to-student ratios will be used. A group of 15 students must have a minimum of 2 adult supervisors, a group of 16-24 students must have a minimum of 3 adult supervisors, and a group of 25-36 students must have a minimum of 4 adult supervisors. For larger groups ~~on foreign travel~~, the maximum supervisor-to-student ration must be 12 students to each adult plus one extra adult supervisor. Members of the

school employee’s family shall not be allowed to travel with the group unless qualified for such travel as a student of the Columbus Public Schools or unless as an adult sponsor.

Travel supervisors and sponsors are responsible for student conduct at all times during the trip. Throughout the trip, supervisors/sponsors will have daily contact with each student and when applicable, the adult host of the student to evaluate his or her situation and to monitor his or her experience. In addition to daily contact, the supervisors/sponsors will implement a logistically possible plan to contact a limited number of students in person. How students are selected for direct contact will be at the discretion of the supervisor/sponsor.

6. Unless specifically a requirement of a class, students shall voluntarily participate in such travel without receiving educational credit from the Columbus Public Schools for their participation.

7. Unless specifically a requirement of a class, class time shall not be used for planning or organizing such activities. This does not, however, prohibit brief initial announcements, interest assessment, or providing printed information about the travel opportunity through bulletins or postings approved by the building principal.

8. Each student who travels must have written parental consent, and parents must be notified well in advance about travel arrangements prior to the trip. Such parental notification, however, shall not be initiated before obtaining Board of Education approval. In addition, unless specified otherwise by the Superintendent upon the recommendation of the lead sponsor and the building principal, only students in good standing academically (“on track” to be promoted or to graduate on time and a grade point average of C or higher in the class associated with the trip) and in good standing behaviorally (no prior school incidents involving alcohol use, drug use, or incidents involving long-term suspension and/or expulsion) shall be eligible for domestic or foreign travel.

9. Alcohol use, drug use, or other activities that place the student, other students, supervisors/sponsors, the public, or property at the risk are strictly prohibited. Students who use alcohol, drugs, and/or act in a way that places the student, other students, supervisors/sponsors, the public, or property at risk shall receive a long-term suspension and/or expulsion from school upon their return from the trip. Each incident will be evaluated by the building principal to determine the appropriate consequences for the student or students involved in such misconduct.

10. Students, teachers, and the building principal will evaluate each field trip. A brief, written evaluative summary of each trip is to be provided by the teacher to the building principal in a fashion specified by the building principal.

Non-School Sponsored Travel

On occasion, students have the opportunity to participate in trips that appear to have a connection to the District and outside the regular school calendar, but which in fact are not school-sponsored. Some examples: (1) travel with a club sport team, even though the club team may be coached by our high school coach; (2) a band traveling to an out-of-state band contest that is arranged by a Booster Club; and (3) a foreign language teacher taking students abroad during the summer.

These opportunities are often worthwhile and beneficial to students. The message we want to make clear, however, is that these opportunities are not school-sponsored activities. All arrangements for such trips, including costs, travel, supervision, and safety are the responsibility of the group or person making the trip available to students. Columbus Public Schools has no responsibility for such trips. Anyone who is uncertain as to whether or not a particular opportunity is school-sponsored should contact the Superintendent, building principal, or Athletic Director.

Every effort should be made to restrict summer travel to in-state camps and competitions. Special circumstances an or camps may arise where an event or opportunity for students is either not offered within the state for certain activities or is a special or elite camp for student athletes. Under these circumstances travel should be limited to a radius of 250 miles from Columbus.

Regulation

Adopted: 8/10/09

Revised: 6/13/11

Revised: 9/16/19

COLUMBUS PUBLIC SCHOOLS

Columbus, Nebraska

Reviewed: 6/13/11

Superintendent Pay Transparency Notice—Proposed Contract Dr. Troy Loeffelholz

Notice is hereby given that Columbus Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on July 10, 2015 at 6:30 pm at the Dusters Conference Room,

After the 2023-2024 school year, how many years remain on the contract:

2

The estimated costs to the district for the 2023-2024 year and future years are listed below:

	2023-2024 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract (2024- 2025 & 2025-2026)	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 249,759.00	\$ -	\$ 249,759.00
Compensation for activities outside of the regular salary:			
• Extended contracts / Activities outside of regular salary	\$ -	\$ -	\$ -
• Bonus/Incentive/Performance Pay	\$ -	\$ -	\$ -
• Stipends	\$ -	\$ -	\$ -
• All other costs not mentioned above	\$ -	\$ -	\$ -
Benefits and Payroll Costs Paid by district:			
• Insurances (Health, Dental, Life, Long Term Disability, Vision)	\$ 30,155.00	\$ -	\$ 30,155.00
• Cafeteria Plan Stipend	\$ -	\$ -	\$ -
• Cash in lieu of insurance	\$ -	\$ -	\$ -
• Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u>	\$ -	\$ -	\$ -
• District's share of retirement, FICA and Medicare	\$ 48,832.00	\$ -	\$ 48,832.00
• IRS value of housing allowance	\$ -	\$ -	\$ -
• IRS value of vehicle allowance	\$ -	\$ -	\$ -
• Additional leave days	\$ -	\$ -	\$ -
• Annuities	\$ -	\$ -	\$ -
• Service credit purchase	\$ -	\$ -	\$ -
• Association / Membership dues	\$ 800.00	\$ -	\$ 800.00
• Cell Phone/Internet reimbursement	\$ 1,800.00	\$ -	\$ 1,800.00
• Relocation reimbursement	\$ -	\$ -	\$ -
• Travel allowance/reimbursement	\$ -	\$ -	\$ -
• Mileage Allowance	\$ 6,000.00	\$ -	\$ 6,000.00
• Educational tuition assistance	\$ -	\$ -	\$ -
• All other benefit costs not mentioned above	\$ -	\$ -	\$ -
Totals:	\$ 337,346.00	\$ -	\$ 337,346.00

Regular Meeting
Monday, June 19, 2023 5:30 PM Central

Columbus Public Schools Administration
Building
2508 27th St.
Columbus, NE 68601

Candace Becher: Present
Mark Brown: Present
Michael Jeffryes: Absent
Doug Molczyk: Absent
Theresa Seipel: Present
Douglas Willoughby: Present
Present: 4, Absent: 2.

I. Board Meeting

I.A. Call to Order

I.B. Roll Call of Board

To excuse Mr. Molczyk and Mr. Jeffryes from the board meeting. Passed with a motion by Mark Brown and a second by Candace Becher.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

I.C. Pledge of Allegiance

I.D. Notice of Open Meeting Posted

I.D.1. President ensures all can hear proceedings

I.E. Mission Statement

I.F. Opportunity for Public to be Heard

I.G. Presentations

I.G.1. Principal Presentations

Teresa Hausmann, Director of Curriculum, Instruction and Assessment, along with building principals from Emerson, Centennial, North Park, and the Middle School presented information on the plans that have been created for the one school with a state classification, and 3 schools with federal designations.

I.H. Board Special Functions

I.H.1. Elementary Student Handbook

The Superintendent recommends that the Board approves the 2023-2024 Elementary Student Handbook, as submitted. Passed with a motion by Theresa Seipel and a second by Mark Brown.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Paula Lawrence, West Park Elementary Principal, shared the Elementary Student Handbook for 2023-2024. Noted changes are wording in the attendance policy. They added scooters to the bike rules. The wording was changed to dress code expectations. Free and Reduced Meal Application information was added for clarification. The Technology Fee of \$15.00 was added this year for accidental damage to student iPads, charger or cord. This does not cover lost or stolen devices, cords or chargers.

I.H.2. Approval of the Addition of Columbus Lakeview CO-OP for Swimming
The Superintendent recommends that the Board Approval of the Addition of Columbus Lakeview CO-OP for Swimming. Passed with a motion by Theresa Seipel and a second by Douglas Willoughby.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Lakeview has requested a co-op for swimming. They have followed the procedure by going through their Board of Education and speaking with Mr. Hiebner, CHS Principal and Mr. Kwapnioski, the Activities Director. Troy Loeffelholz, Superintendent added that the family that has requested this has two children that will participate. There was discussion about our swim team numbers being lower than in past years, Mr. Hiebner said it really ebbs and flows for a sport like swimming.

I.I. Items to be removed from the Consent Agenda

I.J. Consent Agenda

Motion to approve the consent agenda. Passed with a motion by Candace Becher and a second by Mark Brown.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

I.J.1. Approval of Minutes

I.J.2. Financial Reports M2, M3, M4a

Motion to approve the Consent Agenda Passed with a motion by Candace Becher and a second by Mark Brown.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Chip Kay, Director of Finance and Human Relations updated the board on the financial reports. He noted the General Fund is 3 million behind because of the shortfall in revenue. He is still trying to obtain the ESSER money. The district should receive some revenue in August. Dr. Kay commented that he is very pleased with the Nutrition Fund and the

partnership with LSI. Dr. Kay said that a bond payment was made recently. He also noted that there was some fraudulent activity at Bank of the Valley, the CPS account will be closed. Charges have been filed. He said the district did not lose any money. Dr. Kay said the last state aid check will be coming. The M3 Report is showing payments for mileage, instructional materials and a payment to Platte County for the bond election costs.

I.J.3. Financial Report M5

The M5 Report reflects payments for operational bills also to Presence Learning for the online SLP services.

I.J.4. Certified Personnel

Dr. Kay updated the board on the certified staff hires, including a long-term subcontract with Mike Goos, the new Dean of Students, Sarah Bird, and two new teachers from the Philippines. Mrs. Haynes, CMS Principal, said they are well trained and very excited to be coming to Columbus.

I.J.5. Classified Personnel

I.J.6. Professional Travel

Dr. Loeffelholz said the report reflects end of the year events, the NexGen group shadowing in other districts, state athletics and summer regional meetings.

I.K. Acceptance of Gifts/Donations

The Superintendent recommends that the Board accept the attached gifts/donations. Passed with a motion by Theresa Seipel and a second by Mark Brown.

Michael Jeffries: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

The Foundation Report information is \$49,674.36 for May and \$200,210.20 for the year. Dr. Loeffelholz shared that the daycare received a DHHS grant for \$460,000.00, this takes a lot of pressure off the Foundation. Employees are being hired for the childcare center.

I.L. Curriculum and Instruction

I.L.1. Administrative Functions

I.L.1.1. Novels for ELA Discussion

Mrs. Hausmann shared information on the 6-8 grade novels, including the cost proposal. She said 6th grade is still deciding on a novel, a bit more time is needed. Some titles that were chosen are already being used. All novels will be put out for review until the next meeting.

Also, included is a novel list to be reviewed.

I.L.2. Updates

Mrs. Hausmann updated on curriculum work being done and the teachers signed up for curriculum work this summer.

I.M. Business Operations and Human Relations

I.M.1. Administrative Functions

I.M.1.1. Declaration of Surplus

The Superintendent recommends that the Board approve items listed be declared as surplus. Passed with a motion by Mark Brown and a second by Douglas Willoughby. Michael Jeffries: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

I.M.1.2. Approval of Fundraising Applications

The Superintendent recommends that the Board approve the Fundraising Applications, as submitted. Passed with a motion by Douglas Willoughby and a second by Candace Becher. Michael Jeffries: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Dr. Kay said he has a new protocol for fundraising applications to keep requests timely and to verify policy is being met.

I.M.1.3. Approval of 23-24 Meal Prices

The Superintendent recommends that the Board Approve the 2023-2024 Meal Prices, as submitted. Passed with a motion by Douglas Willoughby and a second by Mark Brown. Michael Jeffries: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Dr. Kay uses the NDE tool to calculate meal prices and they must be approved. Breakfasts and lunches are going up by five and ten cents. CPS is at the low end of the meal prices in the state.

I.M.1.4. 2023-2024 Substitute Rates and Handbook, including "contracted sub" status Approval

The Superintendent recommends that the Board approve the 2023-2024 Substitute Rates and Handbook, including the "contracted sub" status, as submitted. Passed with a motion by Mark Brown and a second by Theresa Seipel. Michael Jeffries: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea
Yea: 4, Nay: 0, Absent: 2

Dr. Kay said he is recommending \$175.00 per day for subs. CPS tries to stay \$10.00 ahead of Lakeview and Schuyler, the goal is to retain our sub pool. He also defined what

a contracted sub is; as a last resort when we can't find someone to hire. We contract with a sub, they are provided all benefits as they are doing all the same duties as a teacher.

I.M.2. Updates

Dr. Kay shared information on nutrition services uncollectible accounts in the district. He said this seems to be a universal problem, we will need to address this before school starts. Dr. Kay said it may be a good topic for the retreat.

The Summer Food Program is going well, it is costing a little more for 3 sites, but the space is needed. Dr. Kay said there is some negative feedback that there is not a site on the south side of town.

I.M.2.1. Impact of LB 583 and LB 243

Dr. Kay gave a brief description of how these bills affect CPS.

I.M.2.2. Long-Term Fiscal Outlook, Certified State Aid, ETC

I.N. Buildings & Sites/Technology

I.N.1. Administrative Functions

I.N.2. Updates

I.O. Student Services

I.O.1. Administrative Functions

I.O.2. Updates

I.P. Superintendent's Report

Dr Loeffelholz said a strategic plan needs to be created, the group will need to take a comprehensive 360 look at the district, we will engage the community, parents, etc. A survey was drafted today. It will be sent out with a prepaid return envelope. He shared information regarding the new teacher orientation/training scheduled for July. Dr. Loeffelholz said the report has been received from Cognia, and this information will be a large part of creating the strategic plan.

I.Q. Board Sharing

The Board shared their enthusiasm for looking to the future with the opening of the Kramer Education Center. Good wishes for everyone to enjoy their summer. All looking forward to the retreat on August 14, 2023. Dr. Loeffelholz invited them to tour Kramer on Thursday at 4:00.

II. Executive Session

Motion to go into Executive Session Passed with a motion by Theresa Seipel and a second by Mark Brown.

Michael Jeffries: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2 Motion to come out of executive session. Passed with a motion by Theresa Seipel and a second by Candace Becher.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2

II.A. Approval of the salary and benefits for 2023-2024 Superintendent Contract extends the contract to the 2024-2025 school year.

Motion to approve the Amended Superintendent Contract including the additional year (2024-2025) and approval of the salary and benefits increase of 3.01% (\$6,650) for 2023-2024.

Passed with a motion by Theresa Seipel and a second by Douglas Willoughby.

Michael Jeffryes: Absent, Doug Molczyk: Absent, Candace Becher: Yea, Mark Brown: Yea, Theresa Seipel: Yea, Douglas Willoughby: Yea

Yea: 4, Nay: 0, Absent: 2

III. Adjourn

I, the undersigned, being the duly qualified Secretary for the School District No. 1 of Columbus, Nebraska, certify that the proceedings is a true and correct copy of the minutes of the Regular School Board meeting of June 19, 2023.

President

Secretary

	DESCRIPTION	BEGINNING BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE EXPENDITURES	END OF MONTH BALANCE	YTD BALANCE PRIOR YEAR
General Fund	Attachment M4a			\$ 330,456.61		
	Attachment M5 (prior Bd Mtg)			\$ 4,025,838.53		
	Transfer from FNB Trust (closed)					
	Receipts GP checking		\$ 8,538,457.00			
	GEN FUND - GREAT PLAINS STATE BANK	\$ 5,088,071.51	\$ 8,538,457.00	\$ 4,356,295.14	\$ 9,270,233.37	\$ 10,949,247.73
	Dividends					
	Transfer out (closed moved to GP checking)					
	GENERAL FUND - FNB TRUST (closed)		\$ -	\$ -	\$ -	\$ 925,605.98
	General Fund -Cash Balance				\$ 9,270,233.37	
Depreciation-GF	Transfer in from FNB/Depr		\$ 0.40			
	Interest		\$ 9,011.41			
	DEPRECIATION --- GP (New)	\$ 2,409,642.89	\$ 9,011.81		\$ 2,418,654.70	
	Dividends		\$ 0.40			
	Management Fees					
	Investment Gain					
	Transfer out to GPS/Depr (new)			\$ 0.40		
	DEPRECIATION - FNB (CLOSING)	\$ -	\$ 0.40	\$ 0.40	\$ -	\$ 2,244,575.47
Temporary Funds -GF	PAYROLL - PINNACLE BANK	\$ 377,217.96	\$ 3,297,683.47	\$ 3,354,719.91	\$ 320,181.52	\$ 293,969.31
	PAYFLEX - PINNACLE BANK	\$ 54,861.84	\$ 10,272.60	\$ 8,712.34	\$ 56,422.10	\$ 51,506.98
Activities	Administration	\$ 882,084.69	\$ 8,299.02	\$ 25,677.19	\$ 864,706.52	\$ 897,886.59
	Middle School	\$ 144,447.46	\$ 1,288.84	\$ 7,186.14	\$ 138,550.16	\$ 131,401.31
	High School	\$ 581,803.72	\$ 86,898.10	\$ 78,916.83	\$ 589,784.99	\$ 537,225.13
	ACTIVITY FUNDS - COLUMBUS BANK	\$ 1,608,335.87	\$ 96,485.96	\$ 111,780.16	\$ 1,593,041.67	\$ 1,566,513.03
Nutrition Fund	Other income		\$ 3,434.64			
	Interest Income		\$ 1,421.92			
	State Reimbursement		\$ 145,953.20			
	Federal Grant (Mini Lift Grant)		\$ 2,496.75			
	Rct to Expenditures		\$ 5,447.00			
	Summer Food Adult Guest meals		\$ 1,346.80			
	NUTRITION FUND - CORNERSTONE BANK	\$ 797,210.27	\$ 160,100.31	\$ 149,577.18	\$ 807,733.40	\$ 746,451.16
Bond Fund	BOK FINANCIAL			\$ 453,656.35		
	Platte County Treasurer		\$ 1,058,124.70			
	Butler County Treasurer		\$ 1,119.56			
	Polk County Treasurer		\$ 779.72			
	Dividends		\$ 7,985.11			
	Management Fees			\$ 666.33		
	Investment Gain			\$ 642.53		
	BOND FUND - FNB	\$ 2,324,762.77	\$ 1,068,009.09	\$ 454,965.21	\$ 2,937,806.65	\$ 2,364,365.50
Special Building Fund	Dividends		\$ 1,195.91			
	Management Fees			\$ 116.31		
	Investment Loss			\$ 1,218.58		
	SPECIAL BLDG FUND - FNB TRUST	\$ 405,789.43	\$ 1,195.91	\$ 1,334.89	\$ 405,650.45	\$ 397,785.34
	Voided check from previous fiscal year			\$ (1,250.20)		
	Transfer to new acct			\$ 350,537.31		
	SPECIAL BLDG FUND - BANK OF THE VALLEY (close	\$ 60,317.95	\$ 288,969.16	\$ 349,287.11	\$ -	\$ 1,198,774.36
	SPECIAL BLDG FUND - BANK OF THE VALLEY (new)	\$ -	\$ 350,537.31	\$ -	\$ 350,537.31	\$ -
	Special Building Fund - Cash Balance				\$ 756,187.76	

Columbus Public Schools
General Fund Revenue Detail
June 30, 2023

Attachment M3

1

Account Number	Description	Budget	Month to Date	Year to Date	Balance	% Bud
01.1.01100.000.000	Property Taxes	(\$24,325,478.00)	(\$6,348,927.84)	(\$22,346,440.15)	(\$1,979,037.85)	91.86%
01.1.01115.000.000	Carline Taxes	(\$21,000.00)	(\$12,252.58)	(\$15,035.40)	(\$5,964.60)	71.60%
01.1.01120.000.000	Public Power District Sales Ta	(\$850,000.00)	\$0.00	\$0.00	(\$850,000.00)	0.00%
01.1.01125.000.000	Motor Vehicle Taxes	(\$2,343,000.00)	(\$221,335.05)	(\$1,890,437.09)	(\$452,562.91)	80.68%
01.1.01312.000.000	Tuition, Summer School	\$0.00	(\$1,490.00)	(\$1,490.00)	\$1,490.00	#DIV/0!
01.1.01323.000.000	Tuition, SpEd School Age	(\$35,000.00)	\$0.00	\$0.00	(\$35,000.00)	0.00%
01.1.01510.000.000	Interest	(\$15,000.00)	(\$8,535.09)	(\$68,305.81)	\$53,305.81	455.37%
01.1.01540.000.000	Income from Real Property	(\$25,000.00)	\$0.00	(\$20,857.50)	(\$4,142.50)	83.43%
01.1.01801.000.000	CASP /Parent Fees	(\$35,000.00)	(\$122.00)	(\$66,998.00)	\$31,998.00	191.42%
01.1.01910.000.000	Rental Fees	\$0.00	\$0.00	(\$5,359.97)	\$5,359.97	#DIV/0!
01.1.01911.000.000	Local License Fees	(\$25,000.00)	(\$15,502.50)	(\$20,197.50)	(\$4,802.50)	80.79%
01.1.02110.000.000	County Fines&License Fees	(\$155,000.00)	(\$15,570.38)	(\$194,277.35)	\$39,277.35	125.34%
01.1.03110.000.000	State Aid	(\$14,316,378.00)	(\$1,431,636.00)	(\$14,316,378.00)	\$0.00	100.00%
01.1.03120.000.000	SpEd Receipts from the State	(\$2,602,545.00)	(\$383,042.00)	(\$2,520,559.00)	(\$81,986.00)	96.85%
01.1.03125.000.000	SpEd Transportation Receipts f	(\$135,000.00)	\$0.00	\$0.00	(\$135,000.00)	0.00%
01.1.03130.000.000	Homestead Exemption	\$0.00	(\$188.54)	(\$8,315.61)	\$8,315.61	#DIV/0!
01.1.03131.000.000	Property Tax Credit	\$0.00	\$0.00	(\$1,292,647.56)	\$1,292,647.56	#DIV/0!
01.1.03155.000.000	Textbook Loan Receipts	(\$25,000.00)	\$0.00	(\$49,822.55)	\$24,822.55	199.29%
01.1.03180.000.000	Pro-Rate Motor Vehicle	(\$50,000.00)	\$0.00	(\$50,300.19)	\$300.19	100.60%
01.1.03400.000.000	State Apportionment	(\$525,000.00)	\$0.00	(\$777,521.20)	\$252,521.20	148.10%
01.1.03535.000.000	High Ability Learner Allocatio	(\$25,000.00)	\$0.00	(\$25,731.00)	\$731.00	102.92%
01.1.03540.000.000	State Early Childhood Grant	(\$150,940.00)	\$0.00	(\$169,784.00)	\$18,844.00	112.48%
01.1.03541.000.000	Early Childhood Endowment Gran	(\$164,500.00)	\$0.00	(\$134,578.00)	(\$29,922.00)	81.81%
01.1.03599.000.000	Education Quest College Access	\$0.00	\$0.00	(\$12,879.14)	\$12,879.14	#DIV/0!
01.1.03599.000.001	Education Quest College Access	(\$20,000.00)	\$0.00	(\$10,000.00)	(\$10,000.00)	50.00%
01.1.04421.000.000	IDEA (611) ARP B-21	\$0.00	\$0.00	(\$55,525.00)	\$55,525.00	#DIV/0!
01.1.04423.000.000	IDEA (PRO) ARP NonPub	\$0.00	\$0.00	(\$4,374.00)	\$4,374.00	#DIV/0!
01.1.04505.000.000	ESSA Title I Receipts	(\$568,214.00)	\$0.00	(\$165,958.00)	(\$402,256.00)	29.21%
01.1.04509.000.000	ESSA Title II Receipts	(\$106,004.00)	\$0.00	(\$43,469.00)	(\$62,535.00)	41.01%
01.1.04510.000.000	ESSA Title IV SSAE Grant	(\$41,513.00)	\$0.00	\$0.00	(\$41,513.00)	0.00%
01.1.04516.000.000	IDEA Preschool Enrollment/Pove	(\$24,723.00)	\$0.00	(\$4,184.00)	(\$20,539.00)	16.92%
01.1.04518.000.000	IDEA Enrollment/Poverty Grant	(\$928,690.00)	\$0.00	(\$261,644.00)	(\$667,046.00)	28.17%
01.1.04521.000.000	IDEA Proportionate Share	(\$134,873.00)	\$0.00	(\$16,512.00)	(\$118,361.00)	12.24%
01.1.04525.000.000	Carl Perkins Grants	(\$41,918.00)	\$0.00	(\$47,894.00)	\$5,976.00	114.26%
01.1.04526.000.000	Perkins Revision Grant	(\$100,000.00)	\$0.00	\$0.00	(\$100,000.00)	0.00%
01.1.04527.000.000	ESSA Title III LEP Grant	(\$79,934.00)	\$0.00	(\$29,917.00)	(\$50,017.00)	37.43%
01.1.04528.000.000	Title III Immigrant	(\$54,397.00)	\$0.00	(\$29,811.00)	(\$24,586.00)	54.80%
01.1.04530.000.000	Federal Grant NC/FF/ECF	\$0.00	\$0.01	\$0.01	(\$0.01)	#DIV/0!
01.1.04531.000.000	ESSA Title IV Part B 21st Cent	(\$149,163.00)	\$0.00	(\$149,163.00)	\$0.00	100.00%
01.1.04708.000.000	Medicaid in Public Schools	(\$34,643.00)	(\$87,050.82)	(\$164,780.49)	\$130,137.49	475.65%
01.1.04969.000.000	ESSA Title IV SSAE Grant	\$0.00	\$0.00	(\$11,439.00)	\$11,439.00	#DIV/0!
01.1.04995.000.000	FEMA/Federal Disaster Funds	\$0.00	\$0.00	(\$55,848.23)	\$55,848.23	#DIV/0!
01.1.04997.000.000	CRRSA Esser II	(\$350,000.00)	\$0.00	(\$1,186,498.00)	\$836,498.00	339.00%
01.1.04998.000.000	ARP Esser III	(\$1,400,000.00)	\$0.00	\$0.00	(\$1,400,000.00)	0.00%
01.1.05690.000.000	Other Non-Revenue Receipts (Rt	\$0.00	\$0.00	(\$3.00)	\$3.00	#DIV/0!
		(\$49,857,913.00)	(\$8,525,652.79)	(\$46,224,934.73)	(\$3,632,978.27)	92.71%
	Transfers					
	Reimbursements/Refunds		(\$13,231.55)			
	Interest - Other Accounts		\$2,924.09			
	Total Revenue		(\$ 8,535,960.25)			

Check Number	Vendor	Amount
14919	CENTRAL NEBRASKA REHAB. SERV	\$39,709.74
14920	COLUMBUS PUBLIC SCHOOLS ACTIVITY	\$41.15
14921	ESU #7 SPECIAL EDUCATION	\$25,823.24
14922	FIRST NATIONAL BANK OMAHA	\$1,216.20
14923	FIRST NATIONAL BANK OMAHA	\$515.62
14924	NACIA (NE ASSOC. FOR CURRICULUM INSTR.)	\$120.00
14925	NOSWETT FENCING AND DECKS	\$3,860.00
14926	PAYFLEX SYSTEMS USA, INC.	\$316.20
14927	PLUNKETTS PEST CONTROL	\$110.44
14928	WASHBURN, MARIE	\$112.35
14929	COLUMBUS SCHOOL LUNCH FUND-CHS	\$2,496.75
14930	AMAZON CAPITAL SERVICES	\$15,026.35
14931	CAPITAL ONE/WALMART	\$1,038.03
14932	HY-VEE FOOD STORES	\$272.96
14933	ACCO BRANDS USA LLC	\$154.80
14934	ADVANCED FIRE & SAFETY	\$1,339.00
14935	AMERICAN SCHOOL COUNSELOR ASSOCIATION	\$164.00
14936	AMERICINN OF KEARNEY	\$708.00
14937	BLICK ART MATERIALS	\$38.74
14938	BOYSTOWN PRESS	\$1,874.83
14939	CENTRAL COMM COLLEGE-COL	\$63.00
14940	CENTRAL INSULATION & ROOFING	\$250.00
14941	CITY OF COLUMBUS - FINANCE DEPT	\$25,916.95
14942	COMFORT INN-KEARNEY	\$1,439.40
14943	ESU #7	\$9,037.80
14944	FATHER FLANAGAN'S BOYS' HOME	\$554.00
14945	FIRST NATIONAL BANK OMAHA	\$788.79
14946	FIRST NATIONAL BANK OMAHA	\$1,311.73
14947	FIRST NATIONAL BANK OMAHA	\$1,822.40
14948	FIRST NATIONAL BANK OMAHA	\$722.97
14949	FIRST NATIONAL BANK OMAHA	\$652.49
14950	HAMPTON INN-KEARNEY	\$195.02
14951	LA QUINTA KEARNEY	\$1,549.85
14952	LONG, JACLYN	\$71.86
14953	MATHESON TRI-GAS INC	\$120.99
14954	MAXIM HEALTHCARE SERVICES, INC.	\$2,665.00
14955	MID-AMERICAN RESEARCH CHEMICAL	\$10,437.45
14956	MIDWEST DOOR & HARDWARE	\$148.00
14957	NCE CONFERENCE	\$417.00
14958	NEBRASKA LINK	\$780.00
14959	PARENTS AS TEACHERS	\$1,600.00
14960	PRIME SECURED	\$1,020.00
14961	QUADIENT FINANCE USA, INC	\$991.18
14962	REALLY GOOD STUFF, INC.	\$42.93
14963	SCHIEFFER SIGNS	\$152.00

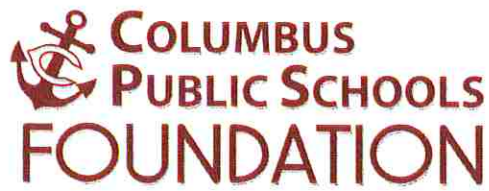
Check Number	Vendor	Amount
14964	SCHOLASTIC INC.	\$25.38
14965	T-BONE TRUCK STOP	\$8,941.44
14966	U AND I SANITATION LLC	\$1,860.00
14967	ACE HARDWARE-COLUMBUS	\$34.60
14968	BAUER BUILT TIRE	\$427.00
14969	BLICK ART MATERIALS	\$1,408.00
14970	BOMGAARS	\$194.55
14971	BSN SPORTS	\$12.96
14972	BURNETT, ROBIN	\$157.21
14973	CLAY HILLS AG, LLC	\$489.00
14974	DELL MARKETING L.P.	\$39,306.00
14975	EAKES OFFICE SOLUTIONS	\$827.83
14976	FERGUSON ENTERPRISES INC	\$386.40
14977	GREAT PLAINS BUILDING SUPPLY CO.	\$30.87
14978	IMAGINE LEARNING, LLC	\$29,400.00
14979	KELLY SUPPLY CO.	\$729.10
14980	LEARNING WITHOUT TEARS	\$3,286.80
14981	MCDOWELL, DEBORAH	\$1,045.43
14982	MEAD LUMBER COMPANY	\$4.29
14983	MENARDS-COL	\$2,182.77
14984	MIDWEST TECHNOLOGY PRODUCTS	\$349.40
14985	NOSWETT FENCING AND DECKS	\$375.00
14986	REARDON LAWN & GARDEN EQUIP.	\$154.12
14987	RENAISSANCE LEARNING	\$10,930.00
14988	RUTT'S HEATING & AIR CONDITIONING, INC -	\$3,235.00
14989	SAFELITE FULMILMENT, INC	\$481.68
14990	SCHOOL HEALTH CORPORATION	\$181.98
14991	SCHOOL SPECIALTY, LLC	\$65.86
14992	SHERWIN-WILLIAMS	\$838.83
14993	SHIRTS ARE US, LLC	\$922.00
14994	STERLING COMPUTERS	\$7,011.73
14995	THE HOME DEPOT PRO	\$57,166.17
14996	TIRE OUTLET INC	\$306.00
Total Fund Expenditures		<u><u>\$330,456.61</u></u>

The Administration recommends the School Board approve the following Certified hirings (June 2022):

Name	Position	Building	Replaces
Dillon, Jennifer (Contracted Sub)	5th Science	CMS	Sara Bottorff (Late Resignation)
Rasmussen, Hillary (Contracted Sub)	SPED	WP	Carrie Jaixen(transferred to EM)

The Administration recommends the School Board approve the following Certified resignations:

Name	Position	Building	
Sara Bottorff	5th Science	CMS	



2508 27th Street, P.O. Box 947, Columbus, NE 68602-0947 Phone: 402-563-7000, Ext. 13033 Fax: 402-563-7005

July 3, 2023

Doug Willoughby
Board of Education
Columbus Public Schools

Dear President Willoughby and Members of the Board:

The Foundation contributed the following items to Columbus Public Schools during the month of June. On behalf of the Board of Directors for the CPS Foundation and the officers of the thirteen umbrella organizations, we respectfully submit these items to the Board of Education for acceptance.

Foundation

\$688.00 - College/Career Day
\$140.50 - Shopping for Charities Luncheon

\$4.24 - Stem on the Go
\$16,081.33 - Kramer Child Development Center

Band Boosters

\$2,000.00 - Leadership Camp
\$14.50 - Printing

Centennial PAC

\$26.50 - AR and Citizen Plaque
\$363.41 - Teacher Appreciation Gift

Emerson PTO

\$343.00 - Field Trip

Lost Creek PTO

\$496.22 - Fuel for Field Trips

North Park PTO

\$26.03 - Printing

Sports Boosters

\$160.91 - Mailing and Postage
\$16,091.36 - JD-Akrs Gator
\$222.44 - State Meals
\$1,350.00 - Golf Tournament Student Support
\$3,324.00 - Spring Sport Support

The total contributions for the month of June was **\$41,332.44**

The total contributions for the FY 2023 total is **\$241,542.64**

**CPS Foundation's fiscal year is January 1 through December 31.*

Thank you for your consideration.

Sincerely,

Nicole Anderson
Director of Marketing & Foundation

CMS Novels Instructional Materials
June 19, 2023

CMS Novels

Grade	Novel/Text	Cost
6th	Hatchet by Gary Paulsen	\$1942.50
	I am Malala by Malala Yousafzai	\$2381.25
	Primates: The Fearless Science of Jane Goodall, Dian Fossey, and Birute Galdikas by Jim Ottavian and Maris Wicks	\$3240.00
7th	A Christmas Carol by Charles Dickens - annotated version	\$1003.20
	Path to the Stars by Sylvia Acevedo	\$2126.25
	Peak by Roland Smith	\$1668.75
	The Lightning Thief by Rick Riordan	\$1912.50
8th	Coraline by Neil Gaiman	\$2126.25
	Roll of Thunder, Hear Me Cry by Mildred D. Taylor	\$2163.75
	The Giver by Lois Lowery	\$408.96
	The Outsiders by S.E. Hinton	\$640.08
Shipping & Handling		\$0
Total Cost		\$19,613.49

*6th grade still needs to select one additional novel.

Columbus Public Schools 2023-2024



***Certified/Teacher
Employee Handbook***

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FOREWORD

Section 1: Intent of Handbook

Welcome to Columbus Public Schools. This handbook is intended to be used by teachers and other certificated staff to provide general information about Columbus Public Schools and to serve as a guide to the ~~districts~~ policies, rules, and regulations, benefits of employment, and performance expectations.

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

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Columbus Public Schools and the Columbus Public Schools Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will take precedent.

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

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

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

Section 2: Information About Columbus Public Schools

Profile of Columbus Public Schools:

In many ways, Columbus Public Schools are similar to schools found in any mid-western community of 27,000 in population. However, the differences which exist may be said to be significant. Only a close examination will reveal the importance of the differences because it is nearly impossible to quantify such things as community support, dynamic leadership, and belief in education.

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The Columbus Schools is governed by a six-member elected Board of Education that sets policies for the District. The Board appoints a Superintendent who is responsible for day-to-day administration of Board policy. The superintendent supervises all administrative staff including building principals, who are in daily contact with teachers and students.

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The Columbus Public School District serves approximately 4,100 students who live within its boundaries. The organization of the district features five K-4 elementary schools, one 5-8 middle school, and one four-year high school. In 2023, CPS will open a pre-school only building called the Kramer Education Center. The center will serve as the hub for pre-school classrooms, birth to five services, and leased space for a privately run daycare facility. The District presently employs 330 Nebraska certified teachers.

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Core area curricula for reading/language arts, math, science, and social studies are aligned to the Nebraska State Standards. Curriculum guides for all other content areas are developed using national standards. Curricula are reviewed and revised on a regular basis. Instruction in English, science, mathematics, social studies, information literacy, art, music, health, and physical education is provided at all levels. World languages, family and consumer sciences, computer literacy, business education, and STEM education are available at the secondary level.

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The District seeks to provide students with many educational options. The middle school offers high track courses in world languages, language arts, math, and science. In addition, middle school students can take exploratory curriculum in industrial technology, art, speech, world languages, family consumer sciences, chorus, music, band, and computers.

The high school offers advanced placement (AP) classes in chemistry, calculus, English, physics, psychology, and U.S. Government, as well as college placement courses. Students have the opportunity to take coursework from other schools via the Distance Learning Center. Students also have the opportunity to take part in band, chorus, and the fall musical as well as more than 55 extracurricular activities. Columbus High School offers 20 varsity sports and is in Class A which means it is one of the largest schools in Nebraska. Teams participate in events sponsored by the Heartland Athletic Conference.

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Appropriate educational services for all students are important in the Columbus Public Schools. Students with handicapping conditions need specialized services to help them maximize their learning capabilities. A continuum of Special Education services and programs are provided to meet individual needs. These services include support services for families and children in home and preschool settings. School age children receive Special Education services in regular education classrooms and in self-contained settings as determined by each child's individualized educational plan.

In the belief that reading is the key to academic success, the Columbus Public School District's reading program includes direct instruction in phonics, word structure skills, vocabulary, and comprehension skills. The Nebraska State Standards and teacher expertise are used to establish the grade level expectations. Reading instruction is provided in small groups at the appropriate level for each student. Ongoing assessment is an integral component of the instructional program to verify

acquisition of skills and to ensure movement of students to the correct level of difficulty for instruction. In addition to the regular delivery of instruction, interventions are implemented whenever students are not meeting the expectations of their specific grade levels.

Assistance in the basic reading program is provided through a variety of support services in the elementary schools. Children in eligible schools who are in need of additional support may be helped through the Title I, EL, or Special Education programs.

Teachers selected for this district are judged to be highly professional with the desire and intent to continually grow professionally. Staff development activities are provided in-district through structured teacher collaboration meetings and on specified professional development days during the school year. In addition, staff members are provided opportunities to attend workshops and conferences as appropriate to their needs and instructional areas.

Teachers in Columbus:

- Can participate in local, state and national professional groups.
- Work together to develop and update curriculum.
- Serve on professional task forces in the staff development program.
- Have assistance from excellent specialized referral services.
- Participate in decision making in their individual buildings.
- Pursue opportunities for professional advancement within the District and participate in grow your own leadership opportunities.

Section 3: District Mission Statement

The Mission of the Columbus Public Schools: “Engaging All Learners to Achieve Success”

The Vision of the Columbus Public Schools:

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission, we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

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Section 4: District Administration

Dr. Troy Loeffelholz	Superintendent	
Mr. Jason Harris	Director	Student Services and Special Education
Dr.. Chip Kay	Director	Finance and Human Resources
Mr. Leonard Kwapnioski	Director	Technology and Operations
Ms. Teresa Hausmann	Director	Curriculum and Instruction
Ms. Nicole Anderson	Director	Marketing and Foundation
Ms. Angie Luebbe	Principal	Emerson Elementary School
Mr. Bob Hausmann	Principal	North Park Elementary School
Mr. Andy Luebbe	Principal	Centennial Elementary School
Mr. J.P. Holys	Principal	Lost Creek Elementary School
Ms. Paula Lawrence	Principal	West Part Elementary School
Ms. Ashlie Stone	Principal	Kramer Education Center
Ms. Amy Haynes	Principal	Columbus Middle School
Mr. Jordon Anderson	Assistant Principal	Columbus Middle School
Ms. Adriana Carnes	Assistant Principal	Columbus Middle School
Ms. Katie Rose	Assistant Principal	Columbus Middle School
Mr. David Hiebner	Principal	Columbus High School
Ms. Molly Hornbeck	Assistant Principal	Columbus High School
Ms. Angela Leifeld	Assistant Principal	Columbus High School
Mr. Michael Ziola	Assistant Principal	Columbus High School
Mr. Tim Kwapnioski	Activities Administrator	Columbus High School

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Article 1: SCHOOL CALENDAR AND SCHEDULES

Section 1: Calendar

The most up-to-date and accurate school calendar, planning calendar, and school activities calendar is located on the District Website (<http://columbuspublicschools.org>) or in the Google Drive in the shared drive called STAFF-HR.

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Section 2: Daily Schedule

Will be communicated by the building Principal. It will be a minimum of 8 hours of duty for full-time.

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Section 3: Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. Local and regional radio and television stations broadcast the information regularly.

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Decision to Close Schools: A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6

a.m. if possible). In any case, **an announcement will be made through the automated calling system, social media, Remind 101, and to the news media when schools will be closed.**

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

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

Emergency Conditions: Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

Section 4: Contract Days

Teachers are contracted for 188 contract days for school year (hereinafter referred to as the "contract year"). Teachers new to the district have 191 contract days. These contract days shall be served by individual teachers on varying schedules as established by the Board of Education and administration.

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Section 5: Make-Up Days

Unless weather prohibits it, staff will be required to report on snow days at a time determined by the Superintendent. In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may be scheduled by the administration during (or after) the contract year as needed to allow all teaching staff to serve the full number of contract days.

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Article 2: EMPLOYMENT, COMPENSATION, AND BENEFITS

Section 1: Employment

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

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On or after March 15 of each school year, a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance by the date designated in policy, currently April 15th. Failure of teachers to respond to the request to signify acceptance of employment by the designated date shall constitute cause for amendment or termination of the teacher's contract.

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Should a teacher wish to resign from employment, the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, a resignation for the following school year is submitted after April 15th, or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation. Each late resignation will be handled on a case-by-case basis. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

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Section 2: Assignments

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

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In addition to the normal duties traditionally required of teachers, a teacher may be assigned "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra-duty assignment may be a part of the evaluation of the teacher's overall performance to the District.

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Section 3: Personnel File

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

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Section 4: Grievances and Complaints

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. Board of Education policy requires that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education. Complete information regarding complaints may be found in Appendix 1.

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Section 5: Compensation

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

Graduate Coursework for Salary Schedule Movement, Additional Endorsements, or Advanced Degree. Advancement on the salary schedule from one column to the next shall automatically occur whenever the following criteria are met.

1. Credit hours above the B.A. level shall be “graduate” hours. In specific cases, undergraduate credit hours will be allowed to apply to the salary schedule to fulfill special needs of the District and the teacher. A written proposal or course of study shall be submitted to the Director of Human Resources for the application of undergraduate courses to the salary schedule. The Director of Human Resources shall give a written decision with rationale for the decision. The person making application shall have the right to make an oral presentation to the Director if he/she feels the Director's decision is incorrect. After the oral presentation, the decision of the Director shall be final with no right to appeal to the Superintendent or Board of Education. The decision shall be forwarded to the Superintendent.
2. At least one-half of these “graduate” hours must be in/or associated to the teaching field, and upon reaching 18 graduate credit hours, if hours are to be used for placement on the salary schedule, the teacher must show that they are in an approved Master's Degree Program and that the hours count toward that program or are courses that the Superintendent or designee approves.
3. All hours above the Master's Degree must be graduate hours and related to the teacher's professional field, curriculum and instruction, counseling, or administration and related to the School Districts initiatives. All requests for hours above the Master's Degree shall be submitted to the Director of Human Resources for approval. Decisions may be appealed to the Superintendent for approval.

Changes in Salary Schedule Placement. Changes in a teacher's placement on the salary schedule are governed by the provisions of the negotiated agreement. Teachers are expected to (1) complete the upgrade form by the last contract day of the prior school year and submit to the Human Resources Department and (2) provide the Human Resources Department with an official transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to provide an official transcript on or before September 1 from the post-graduate institution of the graduate hours earned will result in no recognized credit for such school year. Vertical steps are advanced at (1) step downward on the salary schedule per year, limited by the maximum number of vertical steps per horizontal column. Vertical placement is not always equal to years of service at CPS.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day if the 20th falls on a vacation or weekend day. In

emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum. Teachers new to the district have the option to receive their salaries divided into thirteen (13) equal payments with the first payment beginning in August of their first year of employment. The August paycheck will also include summer training stipends. Insurance benefits or cash in lieu will begin on September 1 and be divided out over twelve (12) equal payments.

Signing Bonus: Teachers new to the district will receive their signing bonus plus any other stipend for required training completed prior to the first contract day. This pay will be issued in the August pay cycle.

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

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Section 6: Extended Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at rate listed in the negotiated agreement. Extended duty days will not be counted if worked on a regularly scheduled contract day. A full extended duty day is 8 or more hours. Paid leave cannot be used in lieu of working extended duty contract days or summer school.

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Section 7: Benefits

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

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

Section 8: Payroll and Payroll Deductions

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

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Section 9: Expense Reimbursement

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular working hours between two or more work sites. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal. Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

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Section 10: 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District.

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Section 11: Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time.

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Section 12: Employee Assistance Program

The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol, or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare, and eldercare, etc. [Information for this program is available in the Shared Drive Staff-HR in Google.](#)

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Article 3 – ABSENCES FROM WORK

All absences outlined in article 3 of this handbook require a leave form to be completed and submitted.

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Section 1: Paid Leaves

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement. The leaves provided by the District are to be used for the purpose intended.

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Definition of Immediate Family (as applied to sick, family illness, bereavement part II, and FMLA): For the purpose of implementation of this written agreement, only the following shall be considered members of the immediate family of an employee: husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, uncle, step children, step mother, step father, step brother, and step sister.

Requests for Leave: Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important. A teacher who becomes ill outside of school hours and is unable to work is to contact the District's sub-caller before 6:30 a.m. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to building secretary as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as soon as possible.

For personal and other leaves, a Request for Leave form is to be submitted to the supervisor at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

Return from Leave: Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of five consecutive days or more due to illness, may be requested to present a written statement to the supervisor from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

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Section 2: Payroll Deductions for Absences in Excess of Paid Leave (aka Unpaid Leave)

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = $1/188$ of your total salary and fringe benefits. The deduction will not include any extended contract, extra-duty, or stipends unless those duties are affected by the absence. Unpaid leave requests will require an explanation of the absence and it is a general expectation that this option is for extended illness or FMLA, lack of available daycare, or unforeseen circumstances.

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Section 3: Sick Leave

Each certificated employee of the District, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for the provisions of this policy. This policy governs the extent an employee will receive pay for absence from work for reasons of personal illness/injury (see Workman's Compensation Policy), conditions associated with personal pregnancy, childbirth, or related medical conditions and quarantine due to exposure to a contagious disease which prevents an employee from reporting to work able to perform his/her work satisfactorily. A written verification from a physician licensed to practice medicine may be required by the Superintendent (or designee) after an absence from work that exceeds five (5) consecutive working days. In addition, if said absence continues beyond twenty (20) consecutive working days, said employee may be required to submit a written verification from a licensed physician of the need for his/her continued absence from work and may be required to submit additional written verification from a licensed physician each ten (10) working days thereafter to remain eligible for this benefit.

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The number of days an employee shall receive pay for absences due to reasons or conditions defined above will be determined by the number of accumulated sick leave days credited to said employee. An employee may, at his/her discretion, request that any days absent from work for a condition defined in the previous paragraph be treated as, and shall be granted as, leave without pay for such absences. Any days absent from work for a condition defined in the previous paragraph beyond the number of accumulated days shall be treated as leave without pay. Employees of the District will be granted ten (10) days of sick leave each year. Said days will be allowed to accumulate to a maximum of eighty (80) days.

Upon returning to work for absence due to a condition defined herein, the affected employee must file with his immediate supervisor a **Sick Leave** form. This form shall contain a perjury statement reading, "I declare under penalty of perjury that this is a true and just claim and falsifying this report could result in loss of all or part of my accumulated sick leave."

A teacher who is reemployed shall receive sick leave benefits in the following manner:

1. Up to two (2) years absence, no loss of accumulated leave;
2. Three (3) to five (5) years absence, five (5) days loss of accumulated sick leave for each year of absence;
3. Six (6) or more years of absence, will start as new teacher.
4. Covered employees on Extended Duty shall receive additional Sick Leave at the rate of one (1) contract day for each additional twenty (20) contract days of work.

Any catastrophic illness or other situation under the sick leave provisions may be considered by the Superintendent for additional sick leave.

Upon separation from the District a certificated employee who has completed 15 or more consecutive years with the District will be compensated one-half of the regular substitute teacher rate in that employee's final year with the district for each day of unused sick leave up to a limit of 40 days. Unused sick leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.

In the event that the District implements an Early Retirement Incentive Program, a certificated employee who has completed 15 or more consecutive years with the District shall be permitted to select either the pay for unused sick leave benefit or the early retirement incentive program benefit but not both benefits.

Section 4: Leave ~~Without Pay~~ of Absence (LOA)

The Columbus Public Schools Board of Education, recognizing the need of staff members to take leave from their duties at school for various situations, establishes a program in which staff members can request a leave of absence without pay for a specific period of time. Approval of such leave shall be governed by the instructional needs of the students as determined by the Building Principal/Director. Requests for leave without pay must receive the written approval of the Building Principal/Director and the Superintendent of Schools before being granted. Staff members shall submit their requests for

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leave on appropriate forms supplied by the school district and follow specific rules and regulations as established by the administration to support this policy.

The following rules and procedures will govern leave without pay:

1. A leave shall not be granted for a time period greater than one year in length.
2. Staff members shall make their requests on a leave without pay form and shall attach a written letter identifying the purpose for such leave. Forms should be submitted to their Principal or Director.
3. A Principal or Director shall consider the following before acting upon a request for leave without pay:
 - a. Instructional needs of the students in the District.
 - b. The needs of the staff member requesting the leave.
 - c. Ability to find a suitable replacement for said staff member.
 - d. If leave is for less than one year, appropriate starting and ending times of leave will be established. These times should prove to be the least disruptive for the students' educational program.
4. The Principal/Director may approve or reject the request for leave without pay.
5. If the Principal/Director approves the leave without pay, the staff member shall do the following:
 - a. Submit to the Principal/Director on an approved form the mailing address where the staff member can be reached during March of the year when the staff member is on leave so that the staff member can receive notice of the offer of continuing employment.
 - b. The staff member will understand that he/she shall respond to the offer of continuing employment by:
 - i. Stating that he/she wants to return to his/her position or;
 - ii. Requesting an extension of his/her leave for another year thereby giving up his/her right to a guaranteed position.
 - c. If a teacher is on an extension of his or her leave, and said teacher indicates that he/she wishes to be employed, such teacher shall accept the first position offered. If such offer is not accepted, no other offers will be made during that year. The teacher is free to apply for any position that is available and such application will be given consideration.
 - d. If the staff member does not respond within the allotted time frame, it shall be considered as a resignation and the Board will terminate the contract and all obligations to the staff member.
 - e. If the Principal/Director approves an extension for the staff member, the staff member shall complete all steps (a) through (c).
6. In no case will a staff member be granted more than two extensions to leave without pay. The total time frame of leave without pay and extension will not exceed three years. If a leave of absence begins during a school year and does not extend beyond ten (10) working days, said employee's salary will be reduced by 1/(number of contract days) for each day missed. If said absence continues beyond ten (10) consecutive working days in one school year, said employee's salary and health insurance/annuity money will be reduced according to the formula named above. Said employee's life insurance and long-term disability insurance will be continued at the District's expense for the duration of the leave during the school year for

which the leave was initiated. Any employee receiving an extension of his/her leave beyond the school year during which the leave was initiated will receive no salary or other monetary benefits until he/she returns to work. An employee on such leave beyond ten (10) consecutive days may elect to continue his/her health insurance at his/her expense. No increment credit will be awarded to any teacher on such leave if his/her absence during any school year is for more than one-half school year.

Section 5: Bereavement Leave

(Part I) Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Bereavement leave will also be available to both the male and female parent in the event of a lost pregnancies (miscarriage, ectopic pregnancy, or stillbirth). Five additional days per incident may be granted which shall be charged against accumulated sick leave.

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(Part II) Three (3) days per incident shall be granted in the event of the death of other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

(Part III) Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

Staff members are to submit requests for bereavement leave on the Application for Leave form. Leave requests submitted following the absence will not be accepted unless approved by the Principal and Executive Director of Business Operations or Human Resources.

Section 6: Family Illness Leave

Up to ten (10) days of accumulated sick leave and any annual sick leave may be used in the case of family illness. Up to five (5) days of accumulated sick leave per year may be used for family parenting (grandchild or adoption) leave. An additional five (5) days may be used for which substitute pay will be deducted. Thereafter, full pay deduction will be made.

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The Superintendent may grant additional family illness days due to severe illness or injury to the employee's spouse, children, or person(s) for whom the employee is solely responsible. Approved additional family illness days would be deducted from the employee's accumulated sick leave.

Section 7: Personal Leave

Three (3) days of paid personal leave shall be granted to each certificated employee during each contract year. Persons desiring to take a personal leave day must make a personal request to their immediate supervisor. The exercise of personal leave shall be subject to the following provisions:

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1. Three (3) days of personal leave requested shall be subject to administrative approval and must be applied for at least (5) calendar days in advance of the date the leave will occur.

2. The Superintendent may grant personal leave without 5 days notice (assuming the employee has a day of personal leave left) when conditions or situations make it impossible for an employee to fulfill his/her assigned duties.
3. Application for personal leave that extends the breaks of Labor Day, Thanksgiving, Christmas / New Years, spring break, Easter, or Memorial Day; or that replaces the first contract day, the last contract day, or parent / teacher conferences shall be subject to the Superintendent's approval.
4. Personal Leave shall be handled confidentially.
5. The District will compensate certificated employees \$100 for each day of unused personal leave up to a maximum of three (3) days per school year. Unused personal leave will be compensated in increments of no less than .5 days in the June payroll check.
6. An certified employee who is in year eleven (11) or more with Columbus Public Schools will receive one additional personal leave day to be used annually, without carry-over, and without compensation if unused.

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Section 8: Personal Professional Leave

Certificated employees covered by this agreement shall be limited to three (3) Professional Leave days. Due to district initiatives, personal professional development, school improvement, and/or professional improvement plans, an employee may be eligible for this leave with the approval of the Superintendent and/or his/her designee. Professional leave required by the District is covered under Section 16.

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Section 9: Adoption Leave

An employee of the District who adopts a child may use provisions of the Adoption Leave Policy as per state statute. Refer to Section 6 for additional guidance.

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Section 10: Court Summons Leave

Any teacher subpoenaed to appear as a witness in court must notify his/her supervisor as promptly as possible upon receipt of the subpoena. In addition to informing his/her supervisor, the teacher shall complete a Court Summons Leave Form.

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Any teacher of the district responding to a subpoena for school-related reasons as provided above shall not receive any reduction in salary for any part of the period of time he/she is absent from work. No deduction of leave time shall occur. The District may reduce the employees pay by an amount equal to any compensation, other than expenses paid by the court, for their appearance.

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A court summons, subpoena, or bench warrant related to personal or non-school business requires the use of personal or unpaid leave and does not qualify under section 10.

Section 11: Election Worker and Jury Leave

A teacher who is appointed as an election worker or summoned for jury service shall promptly notify the Principal of such appointment or summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by

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an amount equal to any compensation, other than expenses paid by the court for jury duty. Teachers are to notify their Principal of the amount received for such jury duty.

If a teacher is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons which may require an absence from duty.

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Section 12: Military Leave

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

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When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active-duty base pay the teacher receives in active service of the state.

Section 13: Family and Medical Leave Act

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

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

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

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

FMLA absence request forms are available in the STAFF-HR Google Shared Drive under "Leave Documents".

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

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

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

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

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

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

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

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable

efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. Columbus Public Schools requires the use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

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

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

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

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

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

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

1-866-4US-WAGE ([1-866-487-9243](tel:1-866-487-9243)) TTY: [1-877-889-5627](tel:1-877-889-5627) or www.wagehour.dol.gov

An additional provision of FMLA leave under the certified negotiated agreement permits an employee who exhausts paid leave during the 12-week period to have unpaid days deducted at the cost of their substitute instead of at their daily rate outlined in Section 2.

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Section 14: Maternity Leave

Maternity leave is a qualifying leave condition covered under Section 13: FMLA. For maternity leave not qualifying as FMLA leave, an employee is requested to use no more than six calendar weeks of absence. Under both FMLA leave and non-FMLA leave paid days for maternity leave are limited to the number of days an employee has available under their personal, annual sick leave, and accumulated sick leave.

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Section 15: Consideration of Elective Leave Requests

Staff members are to submit requests for all forms of elective leave (personal leave and professional personal leave) to their immediate supervisor. Such requests will typically be approved but may be denied based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

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Section 16: School Activities or School Related Professional Absence

Leave related to supervision, coaching, sponsoring, conference attendance, or other absence directly related to your paid position(s) with the school district. These absences are not elective, which are subject to provisions of Section 8. A leave form is required for this type of absence.

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Section 17: Emergency Leave Bank

Per the negotiated agreement, an emergency medical leave bank is hereby established to protect certified staff members from financial loss due to extended absence from contractual duties. The EMLB is not intended as a means to obtain additional leave once an individual has exhausted sick and personal leave. Rather, the purpose is to provide additional leave in the case of sudden, unforeseen illness or disability of indeterminate duration or maternity circumstances as described in Appendix E of the negotiated agreement. Only those who contribute to the bank will be allowed to access resources of the bank. The Director of Human Resources will provide details and annual donation/sign-up forms at the start of each school year.

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Article 4: DUTIES AND RESPONSIBILITIES

Section 1: Hours of Work & Meetings

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

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

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to be at their assigned duties, except that duty-free lunchtime can be spent off-site. Staff may leave the building earlier when called to a district meeting.

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

Teachers shall attend meetings called by administrators, department heads, and team leaders, except those meetings which are designated for optional attendance.

Section 2: Arrival to Duty Assignments

Full-time teachers have a designated on-site workday that is one hour in combination before or after school. For specific times, check with building administrators.

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Section 3: Leaving School

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

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

Planning time is an essential part of the workday for certified staff. Planning time should be utilized effectively and efficiently. Staff should not regularly leave the building during their plan time and on the rare exception it is necessary notify your administrator prior to leaving the building.

Section 4: Lesson Plans

Teachers will prepare written lesson plans according to building rules and procedures. A teacher folder/binder, which includes lesson plans, class rosters, etc. must be organized and easily accessible for review. If that is not possible, the folder/binder should be kept in a place in which they will be readily available in the teacher's absence. If the folder is kept digitally on the Google Drive please share it with your building administrator.

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

Section 5: Daily Class Record Books

Every teacher is required to keep a complete record of the attendance and achievement of every student. Records may be kept in written or digital format in compliance with District expectations.

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Section 6: Classroom and School Procedures

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

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1. Textbook and Room Inventory: All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student to whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider fair. Insist that students put covers on their books by the end of the first week after receiving them.
2. Use of Phones/Cell Phones: Teachers shall not use phones or cell phones during instructional time or during professional development time except in the case of an emergency.
3. Use of Paraeducators: Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students with the teacher aide in a supportive role. Classroom paras should primarily be used to provide individual or small group assistance to students. Paraeducators are to work only on their assigned workdays and within their assigned workday.
4. Checking Out of Equipment: All equipment must be checked out through the building principal or designee. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.
5. Requisition of Equipment and Supplies: Books and supplies that are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.
6. E-mail: Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day and should timely respond to e-mails which require a response but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited and is subject to the rules governing overall computer usage found in Board policy and this handbook. A user fee may be paid that allows staff to utilize computers for personal uses.
7. Teacher Mailbox: Each teacher will be assigned a mailbox located in the school office or workroom. Teachers should check for mail each morning and later in the school day, if possible. If something requires an answer, teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communicate regarding school business.
8. Teachers Meetings: All teachers are expected to be present for staff meetings, unless they are absent from school for good cause or have made prior arrangements.

9. Food/Drink: Any rooms where food or drink is stored, including in refrigerators, items should be cleaned out monthly. During breaks extending beyond 5 days, all food items should be cleaned out and refrigerators unplugged. This does not apply to kitchens or break rooms.

Section 7: Supervision of Students

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

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1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on supervised duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Use of corporal punishment is prohibited at Columbus Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Profanity or abusive language should not be used. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat safety instructions as often as needed.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).

3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a “Do Not Use” sign) and notify the office so those repairs may be undertaken.

4. Proper Warnings

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

Contact the Office for Assistance: The office administration should be contacted immediately when possible and students detained when a situation exists which could cause injury to students or others.

Examples include:

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

Student Searches: Office administration should also be contacted before performing searches of students or their belongings. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present or escorted to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

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

Section 8: Managing Student Conduct

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

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

1. On the first day of class present a lesson on classroom, homework, technology, and behavior expectations and consequences to students. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules.

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These expectations should be in writing, visual, or digital. Give one copy to the students, post one copy in the room, and provide one copy for the principal.

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

Section 9: Dispensing Medication

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following

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information: student's name, name of medication, dosage needed, and time of dispensing the medication.

Section 10: Reporting Child Abuse

Nebraska State Law mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) 1-800-652-1999 when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

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

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

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

Section 11: Fundraising

Fundraising is defined as the selling of a product, providing a service or activity, or requesting donations of any kind. As noted in **Board of Education policy 506.07**, all fundraising for student organizations, outside organizations, and charitable giving campaigns must have prior administrative approval from the building principal and the Director of Business/Human Relations, evidenced by signature on a completed School Fundraising Application. School District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fundraising activity has been approved. Requests should be submitted digitally at least sixty days prior to the event so they can be reviewed by the Board of Education.

When receipts from fundraising or other activities are sent to the Administration Building to be deposited, they are to be accompanied by a properly completed Report of Cash/Checks Submitted

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form. Receipts should be counted by two separate people at the building, the form completed, and the receipts and form sent to the Administration Building. Upon arrival at the Administration Building, the receipts will be re-counted prior to deposit in the appropriate account and bank.

All fundraisers should have a clearly defined and itemized use of funds prior to approval.

Section 12: Purchases with Building or District Funds

The Board of Education recognizes the importance of sound fiscal management practices and expects efficient and consistent procedures in purchasing materials and services for the district. Requests for equipment, materials, books, supplies, reimbursement claims, and other expenses shall be made by the employee to his/her supervisor or administrator. Such requests are to be approved prior to the order being placed or the expense being encumbered. No payment of a bill will be made without an approved purchase order and an itemized invoice. Tax exempt status is to be requested of all purchases and sales tax will only be reimbursed if the vendor does not accept the tax-exempt form.

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All purchasing for the district will adhere to an approved purchase process that clearly establishes the contractual arrangement between the supplier and the school district. No employee may enter into a contract with a supplier unless the administrator or supervisor also endorses that contract.

Section 13: District Credit Cards

A CPS credit card may be checked out for occasions when you are traveling on District business and returned when its specific use has been accomplished. If you wish to use a District credit card, contact the Director of Finance and Human Resources no less than 5 days in advance to complete a request and summary of District policies pertaining to expenditures and use of credit cards. Receipts must be returned with the credit card including the appropriate budget code.

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Section 14: Cash in School Buildings

Under District Policy 709.00, the amount of cash that may be kept in the school building for the purpose of making change shall be sufficient for the day's operations. This includes fundraising activities, petty cash, food service funds, jean/pop/staff courtesy funds, student council, the library, school activities/athletics and any other District (or extended) school group or activity. Excess cash shall be deposited in the authorized depository/account of the school district. Cash on hand should only be secured in a locked location in the school building's main office and should never be kept overnight in classrooms or other unsecure locations. Board Policy 706.02 has established \$50 as a reasonable amount of "on-hand cash" for the petty cash fund. That standard, for most situations, should be used when to determine if a deposit should be made for excess cash. This does not apply for cash boxes used for events taking admission.

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Section 15: Professional Travel

When traveling outside of Columbus for the District, several policies cover aspects of professional travel. Please review when attending conferences, meetings, or other qualifying events. School activities or field trips where students are competing, performing, or attending may be handled differently.

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- Transportation – Board Policy 402.20
- Lodging – Board Policy 402.20
- Meals Per Diem – Board Policy 402.20
- Credit Card – Section 13 p. 27
- Leave – Section #8 p. 17 and Section #16 p. 20
- Reimbursement – For mileage or meals, use proper form, see Section #9 p. 12 and is also covered under Board Policy 706.05

Article 5: PERSONAL AND PROFESSIONAL CONDUCT

Section 1: Professional Ethics Standards

The Columbus Public Schools expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere to include those set forth below. References to “educator” shall include all certificated employees of the District. Violations of appropriate and professional conduct, including those listed or not listed in Article 5, may result in Columbus Public Schools filing a complaint with the Nebraska Professional Practices Commission resulting in the revocation, suspension, public reprimand, or private reprimand of the employee and their certificate.

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Preamble

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence, and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

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The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics. The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance, and promote equality of opportunity. In fulfillment of the educator's contractual and professional responsibilities, the educator:

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- Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.

- C. Shall not use coercive means or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents, or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs B, E, or G above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

▲ Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

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

Principle III - Commitment to the Public:

▲ The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the educator:

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- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.

- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to the profession, the educator:

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- A. Shall provide, upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications nor those of colleagues.
- C. Shall practice the profession only with proper certification and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the educator:

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

Section 2: Evaluations

Evaluations of teachers will be conducted in accordance with the **BOE approved** Professional Performance Model. Supervisors reserve the right to observe, appraise, or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate

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constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration. Evaluation resources and the professional performance model is located in the Staff-HR shared drive.

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Section 3: Role Model

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

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Section 4: Relationships

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

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The relationship between a building principal or supervisor and staff within the building or department is always enhanced by direct communication between the staff members and the principal or supervisor. Direct communication is the best way to solve potential problems, relieve tensions, and to clarify any misunderstandings.

The staff member should request a conference with the building principal or supervisor and attempt to resolve the concern or complaint. In the event the concern is with the building principal, then the staff member should request a conference with the Superintendent of Schools.

Section 5: Professional Attire

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

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Section 6: Private Tutoring

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

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- A. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
- B. The teacher is not to provide private tutoring in a school building.
- C. The teacher is not to provide private tutoring during duty time.

- D. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Section 7: Outside Employment

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

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Section 8: Use of Cell Phone, Technology, and Social Media

Use of a cell phone, laptop, tablet, or any device to make audio or visual recordings of students, staff, parents without their consent is prohibited and will be deemed as unprofessional conduct. Posting of audio, pictures, video, or any likeness of a student, parent, or staff member on any public forum/social media without prior permission is prohibited. Pictures, video, or audio posted through a school approved account on a public forum or social media that adheres to District policy is acceptable and should promote a positive image of the school district and/or person(s) included in the post.

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Employees of the District posting comments, pictures, video, or audio on social media or using their position as an employee to further an agenda outside of the school district chain of command may be considered insubordinate. School business and communication should be conducted within the proper chain of command at all times.

Section 9: Employment Contract

A certificated employee in their first three years of employment with Columbus Public Schools is considered probationary and are covered under Nebraska Statute 79-828. Permanent certificated employees are those employed beyond three consecutive years with the District and are covered under Nebraska Statute 79-829. An employee is under contract with Columbus Public Schools from the initial signing of a certified contract until they (a) resign in writing, (b) are notified of non-renewal, (c) are terminated, or (d) fail to hold a valid Nebraska Teaching Certificate. Amended contracts are received to properly establish and communicate pay rate annually. An employee contracted with Columbus Public Schools may be assigned any position, location, or duty regardless of what position is specifically listed on a signed contract in order to best serve the needs of students.

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Article 6 – ACADEMIC MATTERS

Section 1: Purpose and Goals of Academic Achievement

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

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Section 2: Teaching to Student Understanding to Assure Learning

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

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

Section 3: Instruction in the Curriculum

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

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Section 4: Measuring and Reporting Academic Achievement

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the Board of Education and community. To this end, teachers shall develop a variety of common assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on report cards.

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Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. Grades must be recorded for all curricular areas.

Recording Grades. Each teacher shall record grades in the District-approved record keeping system. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales. Teachers are to use only the grading scales approved for the elementary, middle, and high school. Any deviation from the approved grade scales must be approved by the building principal.

Grading scales are expected to be used according to the following guidelines:

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

Elementary Grading includes standards-based grading and work habits as an approved model of assessment. Elementary teachers are to follow the guidelines set forth for this grading-system.

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Section 5: Updating Grades

6-12 teachers should update grades weekly and, K-5 teachers should be updated grades every two weeks or more often if directed by principals.

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

Incomplete Classes: Some students in certain situations may qualify for an approved incomplete for a course. Late entry or a serious injury at an awkward point in the semester are examples of such situations.

Transfer Grades: A student transferring into Columbus High School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal or designee.

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

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents. Students and parents may review grades through the online student information system Synergy. Unique login information is required. Teachers are expected to keep their grades in Synergy up-to-date and accurate as a means of reporting progress.

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

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

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

Section 6: Parent-Teacher Conferences

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. Communicating with parents before parent-teacher conferences is highly encouraged.

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Section 7: Use of Video Resources for Instructional Purposes

Video or other media resources used to support the educational process must 1) relate to the concept being taught, 2) have a PG-13 or lower rating (or have prior permission by the principal if above PG-13), 3) must be previewed in their entirety by the teacher before using in class, and 4) the expectation is to use excerpts of the program to illustrate important concepts rather than viewing an entire 90- to 120-minute show.

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Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

Section 1: Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

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The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use, or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such

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

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

Section 2: Smoke- and Tobacco-Free Workplace

The use of tobacco products in the District's buildings, on school grounds, all owned or leased facilities, and school owned/leased vehicles is prohibited.

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Section 3: Weapon-Free Workplace

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

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

1. Any object which will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary, or gas bomb, grenade, rocket, missile, mine, or similar device;
5. Any bludgeon, sand club, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switchblade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens, falls, or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes. This shall not be considered as possession of a weapon unless the mace or other similar chemical agents that are typically designed for individual personal defensive purposes is in larger quantities and/or

concentrations that would be considered excessive. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.

9. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
10. Any other object that is designed for or intended for use as a destructive or injurious device.

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

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An exception to this policy applies to law enforcement officers in uniform, on-duty, or assigned to Columbus Public Schools as a student resource officer.

Section 4: Acceptable Use of District Computer Network and Internet

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

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The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written or electronic. As public employees, all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication conducted via the Internet or any other form of communication will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform his/her job or it violates local, state, or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with state law, federal law, and/or Board policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communication, be it verbal, written or electronic, through any manner such as in person, via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic, or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene, or offensive toward a group or individual based upon race, gender, national origin, or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in hacking or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All District related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. Computers are the property of Columbus Public Schools and are therefore subject to changes or modifications as deemed necessary by the district.
13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with District policies and regulations. Inappropriate bypassing of the filter is prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.
14. All district purchased software through the App store must be done by the CPS IT department. This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school-issued device, whether activity be attended or unattended. Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to the immediate suspension or termination of the user's Internet account and computer privileges, reprimand, suspension, or termination.

Personal Use and Fee

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district. Each employee will be charged, through a September payroll deduction, an annual personal use fee of \$45.00 to cover the additional coverage related to personal use of school devices. An employee may contact Leonard Kwapnioski to opt out of personal use coverage by September 15th of each year. An employee opting out will not have damage coverage of their device.

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Important Information Concerning CPS Technology

Reporting lost or stolen technology during the school day:

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450).
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees are automatically enrolled in the District damage protection plan through payroll deduction in October. An employee may opt out of the plan by September 15th of each year by notifying Mr. Leonard Kwapnioski. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district-owned device. All damage requiring repair shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District-owned and managed software will be updated based on the device. Please follow directives of the IT department regarding updating software for your laptop, desktop, table, or iPad.
- Self-installed software will be updated and maintained by the user who installed the software.

Reporting lost or stolen technology at times other than the school day:

- **Call the CPS Technology Hotline at 402-563-7069.**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
 - Name of person the equipment is assigned to
 - Person's name making report
 - Location where computer was when it went missing

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- Contact number to be called back

Section 5: Use of School Facilities

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

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School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. For non-school sanctioned activities an employee should follow the District policy on facility rental and use of facilities. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Section 6: Care of School Property

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

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Section 7: Use of Telephone

Personal telephone calls shall not be made during student instruction time except in the event of an emergency.

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Section 8: Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

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Section 9: Salespersons

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

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

Section 10: Security of Desks and Lockers

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

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The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a briefcase, purse, or backpack.

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

Section 11: Video Surveillance

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District facilities and equipment.

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

Section 12: Bulletins and Announcements

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

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Section 13: Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, they also must follow the federal copyright

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laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the “fair use” of a copyrighted work, including reproduction “for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research” is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted “fair use” rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Teachers should seek assistance from administration if there are any questions regarding what may be copied.

Section 14: Lost and Found

Teachers who find lost articles are asked to take them to the office where the owner can claim the articles.

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Section 15: Safety

Safety Program and Safety Committee

The District has established a Safety and Security Management Plan, which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent. The District also has a safety committee to address employee accidents, injuries, and work place conditions. A representative from CEA plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the president of the teachers association (CEA). Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers association representative of the safety committee, (2) contact the president of the teachers association, or (3) contact the Safety Committee in care of the Superintendent.

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Safety Practices

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

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders, and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter and keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly, or assistance. Know how to properly lift.
8. Report any personal injuries or medical problems while on duty to your supervisor immediately and complete the employee accident report. This should be forwarded to the Human Resources office.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.
11. Use your blood-borne pathogen kit and training provided.
12. Every student accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school (home or away) must be reported immediately to the Principal or supervising administrator.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of Personal Vehicles

Teachers 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. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

Accidents

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

Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork. These documents should be forwarded to the Human Resources office. [Updated injury procedures and forms are located in the Staff-HR shared drive in Google.](#)

Section 16: Traveling on School Business

School employees will be provided with a school-owned vehicle when such a vehicle is available. Submit a transportation request to the CHS Activities Assistant. When a school vehicle is not available or for trips outside the boundaries of the District but less than 60 miles one-way, reimbursement for the use of a personal vehicle will be at the rate established by the State of Nebraska. If an employee chooses to use a personal vehicle in a situation where a school vehicle could have been used, the reimbursement rate for such travel will be the estimated cost of using a school vehicle.

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Under Title 92, Chapter 91, section 002.02, an activity trip (school business) means the transportation of children, pupils, and/or school personnel to and from a given location to a second or subsequent location or locations without stopping to load or unload the passengers on the public highways for the purpose of transporting the passengers to any activity or event sanctioned, authorized, or sponsored by the school district. Under this definition (005.03 Authorized Passengers) children of family members may only be included in the transportation if they are part of the team or sanctioned group involved in the activity. No one except school personnel, supervisory personnel, and pupils assigned to the school bus for a particular route schedule or for an activity trip may ride in such vehicles.

Section 17: District Employee Communications

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether live, automated, or prerecorded voice calls or text messages made to cellular phones using automated dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

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Section 18: Scent Devices

To ensure that every District building is free of potential allergens, employees are prohibited from bringing onto the premises natural or artificial scents that could cause allergic/asthmatic reactions or be irritating to others. Scented personal products (such as fragrances, colognes, lotions and powders) that are perceptible to others should not be worn by employees. Other scented products (candles, potpourri, scentsy, diffuser, and similar items) are also not permitted in the workplace due to increased risk of allergic/asthmatic reactions.

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Employees required by medical necessity to use products that contain odors perceptible to others may request a reasonable accommodation from their supervisor, Principal, or the human resources (HR) department. Any employee with a concern about scents or odors should contact the building Principal.

Section 19: Small Kitchen Devices

Board policy 903.09 and 903.09R1 specifically maps out the districts commitment to energy savings. Along with the existing Board Policy there is the inherent safety risk associated with small kitchen devices in non-approved areas. The district has established common areas, teacher workrooms, or staff kitchens where these devices may be used. **Outside appliances**, which includes coffee maker, portable heater, microwave, any size refrigerator, etc. **may NOT be used in a District classroom**, office space, or conference room. Appliances or equipment purchased by the district and approved for academic use in a defined area are permissible. Any other request shall require an inspection of the equipment and approval by the Director of Building and Sites or their designee. Approvals are for the specific piece of equipment in a specific location for a specific use. Approval will be done in writing and kept on a master list. The district assumes no responsibility for damage to a personal appliance brought to school. These designated and approved items should be unplugged when not in use.

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Article 8 – STATE AND FEDERAL PROGRAMS

Section 1: Notice of Nondiscrimination

As an equal opportunity employer, Columbus Public Schools will not discriminate on the basis of race (including skin color, hair texture and protective hairstyles), color, religion, national origin, sex, physical or mental disability, age, sexual orientation and gender identity, or any such related condition in the hiring, dismissal, or retention of CPS employees provided that in the case of handicapping condition, the condition itself is not a limiting factor in the performance of the designed essential duties for the position involved.

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The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures, or the application of these policies of nondiscrimination.

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

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Office for Civil Rights	The U.S. Equal Employment Opportunity Commission (EEOC)
8930 Ward Parkway	1801 L Street, N.W.
Suite 2037	Washington, D.C. 20507
Kansas City, MO 64114	(800) 669-4000; TDD: (800) 669-6820
816-268-0550	
FAX: 816-823-1404; TDD: 800-437-0833	

Section 2: Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies, or programs. The contact address for the coordinator(s) is: Columbus Public Schools, 2508 27th Street, Box 947, Columbus, NE 68602-0947, (402) 563-7000.

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Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Dr. Troy Loeffelholz
Title IX	Discrimination or harassment based on sex; gender equity	Employees – <u>Dr.</u> Chip Kay Students – Tim Kwapnioski
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment, or reasonable accommodations of persons with disabilities	Jason Harris and Leonard Kwapnioski
Homeless student laws	Children who are homeless	Dr. Troy Loeffelholz
Safe and Drug Free Schools and Communities	Safe and drug free schools	Dr. Troy Loeffelholz

Section 3: Anti-discrimination & Harassment Policy

Elimination of Discrimination

The Columbus Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

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Preventing Harassment and Discrimination

Purpose: Columbus Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students, or other persons is prohibited. In addition, the Columbus Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the workplace and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, gender, marital status, disability, religion, or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability, or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional, or educational environment.

Age harassment (40 years of age and older) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work, classroom, or educational environment. Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments, or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

Section 4: Grievance Procedure for Persons with a Disability

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

- Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough but informal and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint unless such time period is extended by agreement of the Complainant. The

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decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.

- The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

Section 5: Confidentiality of Student Records (FERPA)

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

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Section 6: Disclosure of Student Information to Military Recruiters and Colleges

The No Child Left Behind Act of 2001 requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education without their prior written consent. Employees are expected to follow these requirements.

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Section 7: Disclosure of Staff Qualifications

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

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1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB.

Section 8: Student Privacy Protection

The No Child Left Behind Act of 2001 requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found

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in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the NCLB and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve “sensitive” matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to “opt-out” their child from the survey. Sensitive matters include:
 - Political affiliations or beliefs of the student or the student’s parent;
 - Mental or psychological problems of the student or the student’s parent;
 - Sexual behavior or attitudes;
 - Illegal, anti-social, self-incriminating, or demeaning behavior;
 - Critical appraisals of other individuals with whom the student has close family relationships;
 - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - Religious practices, affiliations, or beliefs of the students or the student’s parent;
 - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

Section 9: Parental Involvement

General - Parental/Community Involvement in Schools

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

- provide parents timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
- make textbooks, completed tests, and other curriculum materials available for review by parents upon request;
- permit parents access to their child’s records according to law and school policy;
- encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor, or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational

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program;

- assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
- permit parents to excuse their child from testing, classroom instruction, and other school experiences when possible and educationally appropriate;
- notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
- encourage parents to express their concerns, share their ideas, and advocate for their child's education.

Title I Parental Involvement

The District has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children been given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring that parents play an integral role in assisting their child's learning; that parents are encouraged to be actively involved in their child's education at school; that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

Section 10: Homeless Students

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

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Section 11: Breakfast and Lunch Programs

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

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Section 12: Confidentiality of Protected Health Information

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

Appendix 1: COMPLAINT PROCEDURES FOR STAFF: Policy 403.055

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The Board of Education advises the public that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education.

Internal Complaints regarding School Personnel

Step 1

If the complaint is in regard to another staff member,

- a. The complainant should request a conference with the building principal to resolve the concern or complaint.
- b. If it is determined that an investigation will take place, the complainant must provide the issues of the complaint in writing and sign the document as confirmation.

Step 2

If staff member is dissatisfied with the result of this conference, the staff member can request a second conference with a district administrator (Director of Finance and Human Resources), the principal, and the staff member.

Step 3

If staff member is not satisfied with the resolution of the complaint at Step 2, the staff member can request a conference with the Superintendent of Schools for discussion of the problem.

****If a complaint is in regard to the building Principal the staff member must go directly to Step 2**

Internal Complaint Process regarding an Administrator

Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide the issues of the complaint in writing and sign the document as confirmation.
- b. The Superintendent or his/her designee reviews, investigates, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

Step 2

If the staff member is dissatisfied with the result of step one in the process, the staff member can request an appeal for a second evaluation to be conducted by Executive Director of Human Resources.

Step 3

If the staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the Board of Education that is appointed by the board president.

Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

Community Complaints regarding School Personnel

Step 1

If complainant is not satisfied with the process with the employee in question, the Principal or his/her designee reviews, investigates, and makes a recommendation.

Step 2

If complainant is not satisfied with the process and outcome of the building principal, the principal's recommendation will be reviewed and a decision made by the appropriate central office administrator (Director of Finance and Human Resources).

Step 3

If complainant is not satisfied with the process of the administrator's decision, an appeal can be made to the Superintendent of Schools.

*If a complaint is in regard to the building Principal the community member must go directly to the Superintendent

**Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.

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Community Complaints regarding School Administration

Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

Step 2

If complainant is dissatisfied with the result of step one in the process, the staff member can request an appeal for a second evaluation to be conducted by Director of Human Resources.

Step 3

If complainant is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

Step 4

The complainant may file a complaint to the board as a whole after all other steps have been exhausted.

*If a complaint is related to the building Principal the community member can go directly to Step 2

**Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified, and signed by the complainant.

INSTRUCTIONS FOR PREPARING A COMPLAINT

Please Type or Print.

1. If you are filing a complaint against a process, problem, person, or more than one person, a separate form should be used for each process or person. If you have more than one complaint against the same process, problem, or person, you should use one form and describe each incident. As the Complainant, your name and phone number must appear in the blanks at the top of the first page.
2. The process, problem, or person against whom a Complaint is filed is called the Respondent and the Respondent's name must appear at the top of the first page on the left hand side, below your name. Also list the Respondent's name and telephone number in the blanks immediately underneath the complainant information.
3. In the complaint section, please list the facts which you believe constitute a violation of professional conduct and ethics and/or process used. Use additional sheets as necessary and number each page.
4. In the witness section, list individually the full name and telephone number of each witness to verify as to the alleged incident if appropriate.
5. Your signature should appear on the "verification" page indicating the complaint is factual to the complainant's knowledge.
6. Please mail, email, or deliver the completed Complaint form to the direct supervisor. If the complaint is in regard to the direct supervisor, please send the form to the Superintendent. If the complaint is in regard to the Superintendent, please send the form to the Executive Director of Human Resources.

A blank complaint form is attached or you may type your own form. ▼

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Dated: 3/18¶

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In accordance with Board Policy 403.05 and 403.055, of the *Columbus Public Schools Policy Handbook*, the Complainant states as follows:

Complainant is: _____

Respondent is: _____

Complaint: _____

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Complaint
Case No. _____

Page _____

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Witness(es): _____

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VERIFICATION

WHEREFORE, Complainant requests that the Superintendent investigate this Complaint and take such action as is warranted.

I, _____, have read the contents of the Complaint and that to the best of my knowledge, information, and belief such contents are true and there is reasonable cause for filing said document.

(Signature of Complainant)

(Printed Name of Complainant)

Dated this _____ day of _____, 20_____.

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BEFORE THE SUPERINTENDENT OF SCHOOLS &
COLUMBUS PUBLIC SCHOOLS BOARD OF EDUCATION

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For Internal Use

_____	)	Case No. _____
(Name)	)	Leave Blank
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(Telephone #)	)	
_____	)	
(School)	)	
	)	
Complainant,	)	
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	)	
_____	)	
(Name)	)	
_____	)	
(Telephone #)	)	
_____	)	
(School)	)	
	)	
Respondent.	)	

Appendix 2: Title IX Nondiscrimination

Section 1: Notice of Nondiscrimination

The Columbus Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination. Local complaint or grievance procedures are provided for by the district and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights, where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights	The U.S. Equal Employment Opportunity Commission
8930 Ward Parkway, Suite 2037	1801 L Street, N.W.
Kansas City, MO 64114	Washington, D.C. 20507
816-268-0550	800-669-4000; TDD: 800-669-6820

Section 2: Designation of Coordinators

Any person having inquiries concerning the district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for each coordinator is: Columbus Public Schools, 2508 27 Street, Columbus NE 68601.

Law, Policy or Program	Issue or Concern	Coordinator
<u>Title VI</u>	<u>Discrimination or harassment based on race, color, or national origin; harassment</u>	<u>Dr. Troy Loeffelholz</u>
<u>Title IX</u>	<u>Discrimination or harassment based on sex; gender equity</u>	<u>Employees – Dr. Chip Kay</u> <u>Students – Tim Kwapnioski</u>
<u>Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)</u>	<u>Discrimination, harassment, or reasonable accommodations of persons with disabilities</u>	<u>Jason Harris and</u> <u>Leonard Kwapnioski</u>
<u>Homeless student laws</u>	<u>Children who are homeless</u>	<u>Dr. Troy Loeffelholz</u>
<u>Safe and Drug Free Schools and Communities</u>	<u>Safe and drug free schools</u>	<u>Dr. Troy Loeffelholz</u>

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¶ **Symptoms of Illness.** An employee who experiences or has experienced symptoms of a form of illness needs to be cautious of their health for their safety and others around them. For the benefit of all, any employee who experiences more than minor symptoms should stay home until they feel better. If an employee displays more than minor symptoms while at school, the employee may be sent home.¶

¶ **Masks.** When determined to be necessary, every staff member must wear an appropriate mask on school grounds and while in school vehicles. An appropriate mask is a double cloth mask that does not interfere with or disrupt the operation of the school or the learning environment. Masks must be worn in a manner that covers the staff member's nose and mouth. A staff member who does not fully comply with this rule is in violation of District rules and expectations. Staff members may remove their masks only in settings approved in advance by the administration. It is the staff member's responsibility to seek clarification from an administrator if the staff member is uncertain as to whether they may remove their mask at work. Staff members who do not comply with the mask requirement may face discipline, up to and including termination of employment.¶

¶ **Enforcement of Mask and Safety Rules.** When a mask mandate is in place, every staff member has an obligation to ensure that all other persons on school grounds and in school vehicles abide by the mask requirement. If a staff member observes another staff member or student not wearing a mask, the staff member must promptly remind the staff member or student to wear their mask. If a staff member observes another staff member or student repeatedly not wearing a mask, then the staff member must promptly notify their administrator.¶

¶ **The District and its' employees will adhere to "District Health Measures" (DHM) put in place by local, state, or federal health departments impacting Platte County and the City of Columbus, Nebraska.** ¶

¶ **Work at Home.** In very limited circumstances during a pandemic, the District may allow a staff member to work from home. Any staff member who works from home must adhere to all of the District's rules and expectations during the workday. These rules and expectations include, but are not limited to, the staff member devoting their full time and attention during the workday to ... [21]

Page 4: [1] Deleted **Chester W. Kay** **7/7/23 9:35:00 AM**

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COLUMBUS PUBLIC SCHOOLS



CLASSIFIED STAFF HANDBOOK

2023-2024

This handbook is an outline of the basic policies, practices, and procedures of the Columbus Public Schools. It contains general statements of policy, and it should not be read as including the details of each policy, or a promise that the provisions in it will be applied in all cases. The provisions may be changed at any time, with or without notice. This handbook totally supersedes all previous handbooks. The handbook is not a contract, expressed or implied, between the school district and the employee.

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Intent of Handbook

Welcome to the Columbus Public Schools. This handbook is intended to provide classified employees with general information about the Columbus Schools and to serve as a guide to policies, rules, and regulations, benefits of employment, and performance expectations.

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

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law and Board policies and regulations will take precedence over the handbook.

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

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

This handbook will be in effect for the current school year and subsequent school years unless replaced by a later edition.

The contents of this handbook shall supersede any oral statements made to any classified staff employee.

As an employee of the Columbus Public Schools you are a public figure and are expected to be a positive role model.

Mission and Vision of the Columbus Public Schools

The Mission of the Columbus Public Schools: “Engaging all learners to achieve success”

The Vision of the Columbus Public Schools:

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be a high performing Professional Learning Community that will effectively meet the unique learning needs of each and every student. To attain our Mission, we must demonstrate that:

- We are committed to maintaining a clear and shared focus on student learning.
- We are committed to providing a safe and supportive environment for learning and teaching.
- We are committed to establishing a high level of communication, trust, support, and accountability.

Members of the Board of Education

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656 Quail Lane, Columbus, NE 402-564-0217

Mike Jeffryes, Vice President
3255 37 Avenue, Columbus, NE 402-564-4983

Doug Molczyk, Ex-President
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4058 54th Avenue, Columbus, NE 402-276-5768

Theresa Seipel, Member
4302 31 Street, Columbus, NE 402-562-8192

Administrative Staff

Dr. Troy Loeffelholz	Superintendent	
Mr. Jason Harris	Director	Student Services and Special Education
Dr. Chip Kay	Director	Finance and Human Resources
Mr. Leonard Kwapnioski	Director	Technology and Operations
Ms. Teresa Hausmann	Director	Curriculum and Instruction
Ms. Nicole Anderson	Director	Marketing and Foundation
Ms. Angie Luebbe	Principal	Emerson Elementary School
Mr. Bob Hausmann	Principal	North Park Elementary School
Mr. Andy Luebbe	Principal	Centennial Elementary School
Mr. J.P. Holys	Principal	Lost Creek Elementary School
Ms. Paula Lawrence	Principal	West Part Elementary School
Ms. Ashlie Stone	Principal	Kramer Education Center
Ms. Amy Haynes	Principal	Columbus Middle School
Mr. Jordon Anderson	Assistant Principal	Columbus Middle School
Ms. Adriana Carnes	Assistant Principal	Columbus Middle School
Ms. Katie Rose	Assistant Principal	Columbus Middle School
Mr. David Hiebner	Principal	Columbus High School
Ms. Molly Hornbeck	Assistant Principal	Columbus High School
Ms. Angela Leifeld	Assistant Principal	Columbus High School
Mr. Michael Ziola	Assistant Principal	Columbus High School
Mr. Tim Kwapnioski	Activities Administrator	Columbus High School

ARTICLE 1: SCHOOL CALENDAR & SEVERE WEATHER & CANCELLATIONS

Section 1: Calendar(s)

School Calendar can be found at [Staff-HR Calendars](#) that will show in session, vacation, and professional development days.

This year there is also a [Planning Calendar](#) available that shows the start and ending date for employees, days to be in attendance when students are not present, and observed holidays.

You may also view future [Draft Calendars](#) in this same folder as they become available.

Section 2: Severe Weather and School Cancellations

The Superintendent of Schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the superintendent's staff will notify local news media when inclement weather warrants such action. This information is broadcast regularly by radio stations. When the weather is questionable, please tune into KLIR 101.1 FM for announcements. A decision to close or delay the start of school will be made before 6:30 a.m. Dr. Loeffelholz has an emergency contact group available in the mobile app called "Remind". It is strongly encouraged that employees download the application and join the group to get immediate notification of emergency messages.

There is no fail-proof way to determine severe weather and there are wide differences of opinion on how severe the weather must be before schools are closed. Good and bad decisions are made in trying to predict what Mother Nature will do. Decisions to close school or keep it open are made on the best available information. Weather information about winter storms is obtained from the news media. Personal observations on the weather and road conditions are also made.

Columbus Public Schools will operate school every day possible and will generally have school when surrounding school districts close. Rural districts operate many school buses; therefore, road conditions and visibility affect school closing decisions. The danger and risk to students is generally less in Columbus because Columbus students' homes are relatively close to school, streets are usually open, visibility is generally better in town, the shelter of homes in case of emergency is near, and Columbus operates few school buses.

The question is often asked, "Why not close school more frequently in bad weather?" Learning is important to Columbus Public Schools. The curriculum has been designed to be accommodated in 1,032 elementary hours, and 1,080 secondary hours; fewer school hours mean less learning. The staff cares about the learning that takes place. When weather jeopardizes the health and safety of young people, health and safety becomes priority number one and school is dismissed. In addition, the State of Nebraska maintains a minimum number of hours per year for school operation. Dropping below the 1,032 or 1,080 hour minimum may necessitate making up days on Saturdays, early summer, or after normal dismissal time. Making up hours is not preferred unless the danger imposed by weather necessitates dismissal.

Every attempt will be made to avoid closing school once classes are in session. In some instances,

closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers and designated staff will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

When school is canceled or delayed because of snow, the possible announcements will be as follows:

“Designated staff report” will mean full-time secretaries in the High School, Middle School, Administration Office, and elementary schools; all administrators; building/grounds supervisors; full-time maintenance, full-time custodians, and district technology staff report for duty at the regular time or as soon as possible unless the radio announcement indicates otherwise. Teachers need not report but may do so at their discretion. **All classified employees will be paid only for the actual time worked on those days when school has been delayed or canceled due to inclement weather.** Employees not expected to be on duty when schools are closed include food service personnel, paraprofessionals, lunch-playground aides, and other part-time non-certified employees.

“School will start at 10:00 a.m.” is the announcement used when the delay helps the road and parking lot clearing efforts, or when bad weather is subsiding. Custodians, administrators, full-time secretaries, and cooks report at regular times or as soon as possible as travel permits. Teachers, paraprofessionals, and other personnel report no later than 15 minutes prior to the announced starting time or at their regular reporting time, whichever is applicable.

If school is dismissed during the day because of a storm, teachers, paraprofessionals, and other instructional personnel may leave after students are dismissed and safely out of the building as per instructions of the building principal, but no sooner than fifteen minutes after student dismissal. Secretaries, custodians, and other personnel may leave after the building is clear of students and staff at the discretion of the building principal or their immediate supervisor. The Administration Office will remain open as weather dictates. On such days, employees will be paid for their actual hours worked.

Emergency Conditions

The Columbus Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit, Tornado Warning System, and Critical Incident Response. School officials are not permitted to release students from the school building during a tornado warning. In the event of an emergency exit alert or tornado warning, you should implement the school’s established safety procedures.

ARTICLE 2: EMPLOYMENT

Section 1: New Employees

Upon completion of the advertising process, review of applications, and reference checks, the person best qualified for a position with the District will be offered the job. Before a new employee can be eligible to receive their first paycheck, they must complete all necessary forms. Those documents include, but may not be limited to:

a. I-9
b. W-4
c. Nebraska State Retirement System Beneficiary Form
d. Long-term Disability Insurance Application
e. Life Insurance Application
f. Health/Dental Insurance Application
g. Physical, if required
h. Appropriate certification, if applicable
i. Background Check
j. Official transcripts for salary increase
k. Register on time clock, if applicable
l. Direct Deposit Enrollment Form
m. Section 125 Plan Enrollment Form
n. Staff Information and Emergency Form

Section 2: Assignments

The duties to be performed by an employee with the District shall be subject to assignment by the appropriate administrator/supervisor. Job descriptions, where available, provide additional information about the position duties.

While on duty with the District, an employee will be expected to devote all of their duty time to the employee's position and to diligently and faithfully perform the assigned duties to the best of their ability.

Section 3: Definition of Full-Time Employee

A full-time classified employee is one who is scheduled for thirty-five (35) hours a week or more, a minimum of nine months out of the year.

Section 4: Personnel Files

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files.

Any employee of the Columbus Public Schools shall, upon request, have access to his/her personnel file while on school premises, but may not have access to letters of recommendation solicited by the Columbus Public Schools or to sets of confidential credentials that are part of his/her file. No other person except school officials while engaged in their professional duties shall be granted access to such

files, nor shall the contents thereof be divulged in any manner to any unauthorized person without the employee's written permission. Permission forms are available in the Human Resources or superintendent's offices in the Administration Building.

Section 5: Internal Complaint/Communications

Board of Education policy requires that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education. Complete information regarding complaints may be found in Appendix 1.

Section 6: Complaints about School Personnel

Constructive criticism of the school, school system, or school personnel is welcome when it is motivated by a sincere desire to improve the quality of the educational program and to assist the school in performing its educational tasks more effectively.

Section 7: Time Clocks

Classified employees are to use the building time clock at all times to record start/end of workday, lunch period, and all other times off duty. Employees are expected to clock-in and clock-out within 7 minutes of their scheduled time. On rare occasions, and for special reasons ONLY, a *payroll exception sign in/sign out form* may be used.

Section 8: Compensation

Compensation is paid only as authorized by the Board of Education. Employment agreements will provide a salary or hourly rate of pay that will be in effect until the beginning of the next school year. New employees may be credited with up to 3 years of prior experience in a comparable position.

Section 9: Payroll

Pay stubs for classified staff are available via email. Payday is the 20th of each month. Paydays, in accordance with the terms of the teacher's contract, will be the 20th day of September and the 20th day of each month thereafter up to and including August 20th. If the 20th of the month falls on Saturday, Sunday, or recognized holiday, the paychecks may be secured on Friday. During the summer months, pay stubs will be emailed or mailed to the employee's home address. Employees should always verify pay amounts. If any adjustment should be made, the Payroll Office should be called.

Direct deposit is required for **all** regular employees of the District. Contact the payroll office in the Administration building in writing if you need to make any changes, i.e. account number change, bank change, address change, etc.

Before an employee's pay can be issued, they must fill out a direct deposit authorization, provide an I-9 form with proper ID, and have a W-4 form on file.

Section 10: Payroll Deductions

Federal income tax, state income tax, social security, and retirement withholding, etc., as required, are deducted from each paycheck.

Regular payroll deductions, if necessary, for the approved health/dental insurance, disability insurance, and/or life insurance are done monthly over the employees work agreement length.

Section 125, 403(b) contributions, dues, etc. will be made if any employee requests such deductions in writing to the Administration Building. Employee wages must cover these contributions each month.

School Foundation & United Way—A payroll deduction procedure offers a convenient way to pay a pledge to the Columbus United Way Fund and/or the Columbus Public School Foundation. Deductions begin in September of each year and continue as authorized on the deduction authorization form.

Section 11: Benefits

Health Insurance: Provided for all classified staff who work 35 hours a week for at least nine months of the year (possibly at employee's expense or a portion of expense). See the Payroll office for current rates and benefit information.

The Columbus Public Schools will use August 1 through the following July 31 as the look-back period for calculations necessary under the Affordable Healthcare Act. To calculate average hours per week for those employees eligible for benefits under the Patient Protection and Affordable Healthcare Act, an employee's hours for the time period beginning August 1 and ending July 31 of the following year will be divided by the total number of weeks worked during that period of time, inclusive of break periods of less than 4 consecutive weeks.

Employees who do not participate in the District sponsored health insurance program must provide proof of creditable coverage for health insurance provided by another insurance carrier. Such employees may be eligible for cash-in-lieu of insurance benefits. The Health Insurance Portability and Accountability Act (HIPAA) provide rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available and have exhausted COBRA or other continuation coverage. Further information may be obtained from the plan administrator of the group health plan.

Disability Insurance (Long-Term): Provided for all classified staff who work 35 hours a week for at least nine months of the year.

Life Insurance: Provided for all classified staff who work 35 hours a week for at least nine months of the year.

Employees shall make annual benefit elections by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Each employee is responsible for informing the Business Office in writing of any changes in benefit status. All employee benefit elections are deducted through the District's 125 Plan. Once the elections are designated, they cannot be changed or dropped unless there is a life changing circumstance. This is per the IRS regulations governing Section 125 Plans.

YMCA Subsidy: The District provides a monthly subsidy for classified staff members based on the number of months employed. Contact the payroll office during August to sign up for this benefit.

Employee Assistance Program: The District provides an Employee Assistance Program staff may access when needing to deal with issues such as depression, stress management, anxiety, marital difficulties, family conflict, alcohol or drug addiction, financial or legal concerns, problem gambling, eating disorders, childcare and eldercare, etc. Information on the program is located in the Staff-HR shared folder on the Google Drive.

Section 12: Expense Reimbursement

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted on a monthly basis to the employee's immediate supervisor. The allowable rate shall be governed by board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

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

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Principal or, if the expense is related to an activity, by the Activities Director. The request for reimbursement should include a voucher sufficient to establish that the expense, with a detailed receipt, was actually incurred and that the expense was reasonable and related to a school purpose. All individuals' names must be included on the back of the detailed meal receipt. No more than one meal, per person, should be submitted for every six-hour block of on duty-time.

When an employee travels to a supervisor-requested conference/workshop, he/she will be compensated for expenses incurred traveling to and from including the conference/workshop fees. School vehicles should be requested first. If no vehicle is available, mileage will be paid. Receipts must be turned in and the appropriate form signed. If travel outside of Columbus is required for work, please review Board Policy 402.20 outlining transportation, lodging, and meals for employee travel.

Section 13: 403(b) Salary Reduction Agreements

The Columbus Public Schools will cooperate with any employee who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the employee executes a Salary Reduction Agreement provided by the District and the vendor of the 403(b) plan elected by the employee has entered into a Service Provider Agreement with the District holding the District harmless from any liability that may arise out of such 403(b) plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices, and income withholding. Contact Tania Stahl, extension 12670, for contact information or questions regarding such 403(b) Plans.

Section 14: Overtime

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix 2 in this handbook.

Classified employees may be classified as either exempt or non-exempt for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are non-exempt are eligible for overtime.

Non-exempt employees will be expected to accurately report hours worked. Falsification of timecards is a serious offense.

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

Overtime pay for non-exempt employees will be paid at the rate of not less than 1.5 times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate in compliance with FLSA regulations.

Columbus Public Schools does not permit compensatory time in lieu of overtime compensation. Overtime requires prior approval of the employee's immediate supervisor and should only occur in rare circumstances. The Director of Human Resources and the payroll office should be notified by the supervisor of this request.

Section 15: Retirement

Columbus Public Schools' employees participate, as required by law, in the Nebraska Public Employees' Retirement System. Employees will have a percentage of their gross salary as determined by law deducted for retirement. Additional money for the retirement fund is provided by legislative appropriation and mandatory contribution from the school district.

The methods for determining retirement benefits have been revised periodically by the Nebraska Legislature and each employee is encouraged to contact the Nebraska Retirement System for additional information. Write to: Nebraska Public Employee Retirement Systems, PO Box 94816, Lincoln, Nebraska 68509-4816.

Section 16: Transfer

A classified staff member who wants to transfer to another advertised opening within the District must submit a transfer request for the desired position through the Frontline online system. If computer access is not available, contact Human Resources for assistance. The District reserves the right to transfer employees to other positions as deemed necessary. You should contact your current supervisor to notify them of your request to transfer.

If an in-house transfer is allowed, the salary schedule of the new position will be used. In some instances, this could result in a decrease in hourly wages.

Section 17: Vacancy Posting

Prior to publicly advertising the opening, the vacancy will, whenever possible, be announced in-house through e-mail. Current employees will, if possible, be given first consideration to transfer to the new opening provided they complete a successful interview. In-house posting of vacancies will occur via e-mail to all employees.

Section 18: Address/Phone Number Change

It is necessary that an accurate directory of all employees of the school district be kept in the Payroll office. Employees changing their address or phone number should report in writing such changes to the Payroll office as soon as possible. Sending information through E-mail is acceptable and may be sent to cps.payroll@discoverers.org.

Section 19: Resignation

An employee who plans to leave Columbus Public Schools must submit a written notice to their principal or supervisor. The district requests a minimum of a two-week notice so there will be sufficient time to find a replacement for you.

When submitting a resignation with the intent to retire from work, please specify that you will be retiring rather than resigning. Selecting retirement entitles employees who have worked at least 5 consecutive years for the District to receive recognition (unused sick leave compensation, if applicable, retirement gift, and banquet tickets) at the end of the year staff recognition banquet. In the event an employee retires, later returns to work for the District, and then retires again, the retiree will be provided tickets to the end of year staff recognition banquet but no additional retirement gift or unused sick leave compensation.

Section 20: COBRA Insurance

COBRA is a supplemental insurance policy that provides temporary health insurance to eligible workers and their dependents when they are between jobs by extending the coverage of the most recent employer. Because gaps in health care coverage can cause problems when enrolling in a new plan, it's important that families stay insured in times of transition.

When a qualifying event occurs, federal law requires the Columbus Public Schools to send their employees and/or his or her eligible dependents written notice within 14 days from the date of loss of coverage for the right to continue health insurance. Continuation of coverage is available to all who qualify at the group rate, plus an additional 2% administrative fee. If the employee was previously covered under a family membership, he or she can retain a family plan under COBRA or select two single membership plans: one for the retiree/terminated employee and one for the spouse.

Continuation of Coverage (COBRA) Notification: The employee must choose to continue coverage by notifying Pay Flex in writing. The employee has 60 days to choose to continue coverage, starting with the date of the continuation notice or the date coverage ended, whichever is later. Failure to choose continuation within the required time period will make the individual ineligible to do so at a later date. The individual has 45 days from the date of choosing continuation coverage to pay Blue Cross and Blue Shield the first month's premium. If coverage for a dependent ends because of divorce, legal separation, or any other change in status, the employee or dependent must notify the employer within 60 days of the qualifying event.

When Continuation of Coverage (COBRA) will end on the earlier of:

- The day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any pre-existing conditions or to whom such exclusion does not apply, due to creditable coverage;
- The day a covered person is entitled to benefits under Medicare (after COBRA election);
- The day health coverage has been continued for the maximum period of time allowed (18, 29, 36 months).

Section 21: Letters of Recommendation

It is acceptable to ask your supervisor for a letter of recommendation once you have provided him/her written notice. It will remain your supervisor's decision, however, about whether or not such a letter will be written. You may also ask others to write you letters of recommendation or allow their names to be used as references for you. Again, it is their decision as to whether or not they want to do this.

Section 22: Termination of Employment

The employee's immediate supervisor or administrator will provide the Support Staff Vacancy form to the Director of Finance/Human Relations specifying that the vacancy is as a result of termination.

ARTICLE 3: ABSENCES FROM WORK

Note that most types of leave listed below will require completion of a leave request form (). Failure to prearrange an absence, other than sick, may result in the denial of paid leave for those days.*

Section 1: Sick Leave*

Classified employees, upon completion of one (1) full day of work during the first year of employment, shall be eligible for sick leave. Paid sick leave provides employees protection against loss of income during absences from work due to illness or injury that prevent performance of duties. It is intended to cover the needs of the employee and provide a reasonable amount of coverage for situations related to the illness or injury of an immediate family member that requires direct care by the employee. Sick leave is intended to be used only for the purposes set forth herein.

Definition of Immediate Family (as applied to sick, family illness, bereavement part II, and FMLA): For the purpose of implementation of this written agreement, only the following shall be considered members of the immediate family of an employee: husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, uncle, stepchildren, stepmother, stepfather, stepbrother, and stepsister. Sick leave, when used for anyone other than a member of the immediate family residing in the household, can be used only in instances of serious illness.

Full-time classified staff members earn one (1) day of sick leave per month of service, with a minimum of 10 days per year. The number of days that can be accumulated is 80 and all may be used in one school year. Ten (10) of the eighty (80) available sick leave days may be used for a member of the immediate family not residing in the household.

Part-time employees earn the equivalent of five (5) sick days of pay per year. Part-time sick leave is non-accumulative.

Full-time classified staff members who have completed 15 or more years with the District will be compensated at the rate of \$5 for each accumulated sick leave day at the time of their separation from the District.

Eligible employees who work a normal workday on a fixed schedule (an established number of hours per week on a predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness during the normally scheduled workday. Workday in general, means the period between the time on any particular day when such employee commences his/her primary activities and the time on that day at which he/she ceases such activity or activities. Eligible employees who work a normal workday on a variable schedule (an established number of hours per week with no predetermined schedule), and who have sick leave hours accumulated, will be paid for absence due to illness in an amount not to exceed the difference between the number of hours scheduled and the number of hours actually worked per day. No sick leave payments will be made during any week in which the actual number of hours worked equals or exceeds the number of hours scheduled.

Exception sheets and leave forms must be received by Payroll by the end of the current pay period. If the Payroll office does not receive an exception sheet or leave form, pay will be added to next pay period.

Requests for Leave

Advance reporting of the need to take a leave is important. A classified employee who becomes ill and is unable to work is to contact their administrator/supervisor as soon as possible. Before the end of the school day on the first day of the sick leave and on each subsequent day of absence, a report should be made to the administrator/supervisor as to whether the classified employee will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the classified employee is to make such advance report of need for leave as possible.

For vacation and other leaves, a Request for Leave form is to be submitted to the administrator/supervisor at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

Return from Leave

Upon return from leave, classified employees are to review information supplied by the substitute classified employee as to progress made in the classified employee's area of responsibility. The substitute should be contacted directly if the written information supplied is not adequate.

A classified employee who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement from the classified employee's physician or health care provider stating that the classified employee is physically able to return to duty to the Principal. This statement is to be presented in person before the classified employee returns to duty in order that the present stage of convalescence can be observed and discussed.

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves, the employee's salary and fringe benefits (including the cost of premiums for group health

insurance) shall be reduced by the day or days of work missed. In the case of hourly employees, the reduction will be made on an hourly basis.

Section 2: Vacation*

Vacation leave is available to an employee when the following specific conditions are met: (1) the employee is currently employed by the District; (2) the leave day is taken on a day the employee would otherwise be expected to work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.

The leave year for paid leave is August 12th through August 11th.

Vacation leave is available only to those employees who are specified to receive paid leave. For purposes of eligibility for vacation, a 12-month employee is an individual whose duties are performed over a 12-month period and who is scheduled to work 1,820 hours or more per leave year.

1. An employee who changes from part-time to full-time status during a leave year becomes eligible for the full amount of paid vacation leave at the beginning of the next leave year. The employee who transfers into a position with vacation leave will have the four-month probationary period waived and will receive a pro-rated amount of vacation for the remaining year based on their continuous employment status.

2. An employee who changes from full-time to part-time status during a leave year becomes ineligible for vacation leave at the time the change in status occurs. The employee will not be required to reimburse the District for any days that were used prior to the change in status. The employee will be required to use any leave balance during the leave year the change in status occurs.

3. Vacation length is limited to a maximum of two-week increments per request. Vacation time during black-out days (see below) or optimum work periods (see below) may be limited or reduced due to the employee absence having an adverse impact on the school district. Special circumstances requiring deviation from section 3 of the vacation leave policy requires the permission of the Superintendent of Schools prior to taking the leave.

- Vacation "Black-Out Days": Vacation leave will not be permitted from the week teachers report through the first full week of student attendance. For 2024-25 school year the approximate dates of the vacation black-out would be August 5 to August 16.
- Optimum Work Periods:
 - Eligible transportation staff may not take vacation days exceeding 3 consecutive days when students are in session.
 - Custodial, maintenance, and technology staff are limited to a maximum of 10 vacation days (80 hours) from June 1 through July 31.
 - Administration building and related professional staff cannot take vacations that leave a department or building *without employee support* for more than 2 consecutive days at any time during the year.
 - Employees responsible for state reporting, enrollment, state/federal grants, or other district critical functions with specific due dates may not take vacation without successful completion and submission of those tasks prior to the due date.

Classified employees eligible for paid leave shall have vacation days available for each year as follows:

Continuous Employment	Vacation Days/Annual Cap
Months 0-4 (Probation)	0
Month 5 – Year 1	5
Year 2 – Year 5	10
Year 6 – Year 10	15
Year 11+	20

A year of continuous employment is determined based on an August 12 to August 11 calendar/leave year. When an employee has a break in employment and is re-hired by the District, the prior employment is not considered for determining years of continuous employment. Periods of employment in an employment status in which the employee is ineligible for paid leave are not considered for determining years of continuous employment.

Advance notice of taking vacation leave is required. All vacation leave is to be arranged with the employee's direct supervisor.

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Classified employees are allocated vacation leave each year. Unused vacation leave may accrue up to the annual cap for each employee. A classified employee is capped at no more than the number of vacation days or hourly equivalent in any given employment year as indicated in the chart above. Annual leave may be reduced in order to stay at the annual vacation day cap. (Ex.: Your cap is 10 days, you carry over 2, you receive 8 the next year.) Employees will be paid at the employee's hourly rate of pay for all unused vacation leave upon separation from the District. (Source: Neb. Rev. Stat. § 48-1229(4))

Section 3: Bereavement Leave*

The Columbus Public Schools provide the following bereavement leave procedures:

(Part I) Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Bereavement leave will also be available to both the male and female parent in the event of a lost pregnancies (miscarriage, ectopic pregnancy, or stillbirth). Five additional days per incident may be granted which shall be charged against accumulated sick leave.

(Part II) Three (3) days per incident shall be granted in the event of the death of other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

(Part III) Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

The maximum number of bereavement leave days shall be no more than twelve (12) days in any one year. Bereavement leave is non-cumulative.

Section 4: Election Worker and Jury Leave*

An employee who is appointed as an election worker or summoned for jury service shall promptly

notify the employee's immediate supervisor of such appointment or summons. The employee's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses paid by the court for jury duty. Employees are to notify their supervisor of the amount received for such jury duty.

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report for duty and resume duties for the balance of the day. When an employee is entirely dismissed from jury duty, the employee is directed to report for duty.

Employees are expected to promptly notify the employee's immediate supervisor of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the employee will be required to use available personal or unpaid leave days.

Section 5: Military Leave*

Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Section 6: Professional Leave*

Professional leave may be granted in advance only by the employee's direct supervisor, principal, or administrator. Refer to the out of district travel claim section of this document.

Section 7: Weather Related Absence

In the event that inclement weather or other reasons cause a shortage of instructional hours, one or more missed days may be made up. Each year on the school calendar there will be make-up days identified and used as needed.

Section 8: Paid Holidays

Federal holiday observances do not apply to state and local governments. They are free to determine closings (including schools) locally. As such, there is no legal requirement that schools observe the same federal holidays. Columbus Public Schools has elected to observe the Holidays as listed:

All nine-month employees shall receive six paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas
- New Year's Day
- Good Friday

All ten-month employees shall receive seven paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas
- New Year's Day
- Good Friday
- Memorial Day

All twelve-month employees shall receive nine paid holidays per school year. These holidays are:

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas
- New Year's Day
- Good Friday
- Memorial Day
- Fourth of July

If possible, a holiday that falls on a Sunday will be observed on the following Monday and if it falls on Saturday, it will be observed on the preceding Friday. Official dates for observed holidays are marked on the [Employee Planning Calendar](#). Holiday pay will be based on the number of hours the employee works on a regular workday.

Section 9: Personal Leave*

Personal Leave is provided to allow the employee to deal with situations that may not be dealt with outside the employee's typical work schedule (i.e. before or after work, during lunch break, or during evenings or weekends). Personal Leave may be used at the employee's discretion, but is subject to approval of the employee's immediate supervisor and the Director of Business Operations and Human Resources.

Two (2) non-accumulative days per year will be allowed for full-time classified employees. One (1) non-accumulative day of Personal Leave will be allowed each year for other classified staff. Personal Leave will not result in loss of pay to the employee. Personal leave pay will be based on the number of hours the employee works on a regular workday.

Application for Personal Leave shall be made no less than one week prior to the requested date of leave on the Classified Application for Leave form to the employee's immediate supervisor. Sufficient detail regarding the need for Personal Leave must be provided so that the employee's immediate supervisor may consider all factors related to the employee's request while also taking into consideration the needs of the building or department and recommend to the Director of Business Operations and Human Resources approval or denial of the leave. The Director of Business Operations and Human Resources shall consider the employee's request for Personal Leave and the immediate supervisor's

recommendation and will respond to the employee and employee's supervisor regarding approval or denial of the request for leave.

The Board of Education reserves the right to reject all requests for Personal Leave if it is determined by the Board, Superintendent, or Executive Director of Business Operations and Human Resources that such leave is not in the best interest of the school district.

Section 10: Family and Medical Leave Act*

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

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

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

FMLA absence request forms are available in the STAFF-HR Google Shared Drive under "Leave Documents".

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

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

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

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

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

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

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

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

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

Substitution of Paid Leave for Unpaid Leave. Columbus Public Schools requires the use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

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

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

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

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

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

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

1-866-4US-WAGE ([1-866-487-9243](tel:1-866-487-9243)) TTY: [1-877-889-5627](tel:1-877-889-5627) or www.wagehour.dol.gov

Section 11: Leave Without Pay*

An employee who has exhausted available paid leave options may request to take leave without pay for personal or family illness, medical care, childcare, bereavement, or FMLA qualifying events. Approval through the leave form process is still required. An employee may be asked to provide documentation, a reasonable explanation, or additional information for this type of leave request. Leave without pay will not be granted as a substitution for personal or vacation leave without permission of the Superintendent or Director of Human Resources.

Section 12: Consideration of Elective Leave

Staff members are to submit requests for all forms of elective leave (personal leave, vacation leave, and unpaid leave) to their immediate supervisor. Such requests may be approved or denied. Denial of elective leave will be based on relevant issues such as: a) the number of other regular employees who will be absent during the requested leave, b) the availability of substitutes, if necessary, c) special activities occurring in the building during the requested leave, d) if sufficient prior notice has not been provided, or e) if provided leave has already been utilized. Denied leave requests may be resubmitted for consideration on alternate dates.

Section 13: Proration of Leave

New employees joining the District after the school year has begun will have all applicable leave benefits prorated based on the date of hire.

- Any new employee who is hired in a position that qualifies for vacation will receive a prorated amount for the remaining year. This employee will earn one vacation day per two months of work after the 4-month probation period has ended.
- Sick and personal leave hours will be prorated based on the percentage of contract time remaining in the year.
- Total bereavement days will be pro-rated based on the remaining months left in the employee's contract.

ARTICLE 4: DUTIES AND RESPONSIBILITIES

Section 1: Hours of Work

Regular, dependable attendance at work is an essential function of a classified employee's position. The Board of Education recognizes that employees are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system. Employees may not deviate from their assigned schedule of arrival, departure, lunch, or total daily hours worked without administrative approval.

Section 2: Arrival to Duty Assignments

Schools have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times and to be on time for work.

Section 3: Leaving School

Employees are to be on duty at all times during the assigned workday. Employees may not leave school or their assigned area during duty hours without approval of the Principal. Employees who leave the school during their designated lunch period must clock out. Employees who leave during their work hours for an approved absence or personal business must clock out and clock back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to clock out and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

Section 4: School Procedures

Employees are expected to adhere to the following classroom and school procedures in the performance of their duties:

- *Use of Cell Phones:* Employees shall not use personal cell phones for any non-school purpose when the staff member is responsible for students or other work expectations.
- *Use of School Telephone:* Personal telephone calls shall not be made nor accepted during times when the staff member is responsible for students except in the event of an emergency. Long distance phone calls on school phones are not permissible.
- *Equipment and supplies* which are needed for work duties should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.
- *E-mail:* Each staff member will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Staff members should check for e-mail throughout the day, should timely respond to e-mails which require a response, and should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communication is subject to the rules governing overall computer usage found in Board policy and this handbook. Employees who use the District-provided email system for personal reasons will have the annual District fee deducted from their October paycheck.
- *Mailbox:* Employees may be assigned a mailbox. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer, employees are responsible for responding promptly. Employee mailboxes are to be limited to communication regarding school business.
- Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.

Section 5: Supervision of Students

Proper supervision of students is an important responsibility for employees. Employees who have responsibilities for student supervision are expected to follow all guidelines for student supervision and safety; those guidelines are detailed in this section. All employees of the school should be familiar with these principles to the extent they may be involved in supervision of students or interaction with students.

Proper Supervision

You must report to all duty assignments on time.

Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.

Be vigilant while supervising students. Never leave students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you or notify the office so someone can provide assistance. If you are assisting with recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.

Be accountable for students who are assigned to you from the beginning of the supervision assignment to the end. Do not dismiss students early. If a student needs to leave class, make sure they have a hall pass. If the student is to report to the office, inform the office to be expecting the student. If the student is to be returning to your class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.

If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential. Do not share confidential information about students except with other staff who need to know the information to perform their jobs).

Be careful with touching students. Use of corporal punishment is prohibited in our school district. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purpose of proper student relationships.

Be careful with your language. Profanity or abusive language should not be used. Be a good role model for students. If a student uses such language, you should make a report to the student's teacher or administration.

Proper Instructions

Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.

Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.

When you go over safety rules with students note it in your written records. If any students are absent when you review the rules, contact the student(s) to review the same information and also note that contact in your written records.

Proper Maintenance of Buildings, Grounds, and Equipment

Conduct periodic inspections of equipment under your control or in your area of supervision.

If equipment is broken and presents a risk of injury, immediately take it out of service. If it can't be moved, tape a Do Not Use sign and notify the office so those repairs may be undertaken.

Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

Proper Warnings

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

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

Section 6: Student Searches

Office administration and the student's teacher should be contacted in the event a search of a student or their belongings needs to be done. **Do not conduct such a search yourself**, a teacher and administrator must be present and conduct the search within school policy. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Section 7: Student Rights

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

Section 8: Role of 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 teacher must maintain the role of leadership and responsibility for the students with the paraeducator in a supportive role. Paraeducators may assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to

supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating and recording grades. Paraeducators are to work only on their assigned workdays and within their assigned work day. If a teacher requests a paraeducator to work hours other than the assigned work hours or assigned workday, the administration should be contacted for approval.

Section 9: Dispensing Medication

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

Section 10: Reporting Child Abuse

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

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

Employees are to inform their school counselor, social worker, principal, or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for the employee. However, informing a principal or supervisor does not end the employee's responsibility; employees are obligated to make certain a report was made if they do not do it themselves.

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

marks), it is essential the police observe and document the injury. A counselor, the school social worker, or an administrator will help you.

Section 11: Law Enforcement Officers

Law enforcement or juvenile officers shall not be allowed to question or counsel a student at school during the school day without consent of the parents involved or unless parents give such consent in person to the building administrators. An exception to the above is the building Principal may grant permission to the probation officer to contact pupils who are on probation, or in cases of suspected child abuse and/or neglect.

Section 12: Accidents

All staff members are required to notify their immediate supervisor, file an accident report, and workers compensation forms each time an employee is injured on the job. The supervisor or witness will also need to provide additional documentation as requested. The forms, available in the Staff-HR Drive on Google, must be filed with the Director of Business Operations/Human Resources within 24 hours regardless of whether or not medical assistance is required. If possible, the Human Resources office should be notified if the injured employee will be seeking a medical evaluation or care.

Section 13: Funds

Collections: The secretary of the Board of Education and the Principals of the Middle and Senior High Schools are the only persons authorized to keep or maintain a bank account of any school money. Such money may be collected only by permission of the building principal.

Receipts: No assessments against students (other than fines) shall be made until permission is secured from the building Principal and/or the Superintendent. New organizations requiring payment of dues, fees, or assessments may not be organized without permission of the building Principal and/or the Superintendent.

Certain monies collected by Middle School instructors or Senior High instructors shall be checked in to their respective secretaries.

Secretaries shall give a receipt for all money paid to them, showing to what fund the same is credited.

The office secretary shall make a monthly report for all subsidiary accounts to persons concerned if requested to do so. These funds cannot be drawn on except through the secretary under the direction the authorized persons concerned and with the approval of the building Principal or the Superintendent of Schools.

No money shall be kept in the offices, library, teacher's desks, or in file cabinets overnight. During the day such funds should be kept under lock and key in the main office of the building.

When receipts from fundraising or other activities are sent to the Administration Building to be deposited, they are to be accompanied by a properly completed Report of Cash/Checks Submitted form. Receipts should be counted by two separate people at the building, the form completed, and the receipts and form sent to the Administration Building. Upon arrival at the Administration Building, the receipts will be re-counted prior to deposit in the appropriate account and bank.

Section 14: Corporal Punishment

CORPORAL PUNISHMENT IS PROHIBITED. The Nebraska State Legislature has prohibited corporal punishment in public schools. However, corporal punishment is not to be confused with physical force used by a teacher or employee to protect another person from personal attack or threat of attack; to protect himself or herself; to remove a student from a class or from one part of the building to another; or to protect a student from doing harm to himself, herself, others, school property, or property of others. Nor should corporal punishment be confused with grasping or touching a pupil with no intent to inflict bodily harm, school detentions, strategies written into an individual plan, or usual and reasonable punishments such as (but not limited to) running laps, push-ups, or sit-ups. Corporal punishment would include such force as striking, hitting, or kicking with an appendage or object with the intent of physical punishment or the infliction of pain. Any act determined by the building Principal or administrator after investigation to be corporal punishment shall be recorded and filed in the employee's permanent file. Teachers or employees committing a corporal punishment act shall be subject to oral and/or written reprimand, suspension, or termination.

Each pupil is under the control and direction of the Principal or teacher in charge of school:

- During the time he or she is being bused to or from school at public expense.
- During the time he or she is on the school premises or off the school premises on a school-sponsored function.

ARTICLE 5: CLASSIFIED EMPLOYEE PERSONAL CONDUCT AND PERFORMANCE

Section 1: Ethics Standards

The Columbus Public Schools expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

Principle I Commitment as a School Employee:

Employees shall exhibit good moral character, maintain high standards of performance, and promote equality of opportunity. In fulfillment of the employee's contractual and personal responsibilities, the employee:

- Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- Shall not use coercive means or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
- Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- Shall not sexually harass students, parents, school patrons, employees, or board members.
- Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II Commitment to the Student:

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of setting goals. In fulfillment of the obligation to the student, the employee:

- Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
- Shall not discipline students using corporal punishment.

Principle III Commitment to the Public:

The magnitude of the responsibility inherent in the education process required dedication to the principles of our democratic heritage. The classified employee bears responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the employee:

- Shall not misrepresent an institution with which the employee is affiliated and shall take added precautions to distinguish between the employee's personal and institutional views.
- Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
- Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- Shall, with reasonable diligence, attend to the duties of the employee's position.

Principle IV Commitment to Classified Position Employment Practices:

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall understand that sound personnel relationships with governing administration and Board of Education are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the employee:

- Shall apply for, accept, offer, or assign a position or responsibility on the basis of preparation and legal qualifications.
- Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- Shall give prompt notice to the employer of any change in availability of service.

Section 2: Evaluations

Evaluations of employees will be conducted in accordance with the Board policy. Supervisors reserve the right to observe, appraise, or evaluate employees more frequently than required by policy or as

needed basis. Employees are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

Section 3: Role Model

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are to conduct themselves in a manner supportive of the mission of the school at all times.

Section 4: Relationships

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

Section 5: Professional Attire

It is important for employees to project a responsible, adult image to students, parents, and co-workers. Appropriate attire and grooming are ways of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing which is safe and suitable for their work assignments; and avoid clothing which may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that become necessary.

Section 6: Outside Employment

Employees shall not perform other work or engage in activities unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Any full-time employee who wishes to engage in gainful employment during the contract period in addition to his obligations to the school district must submit details including the nature of the work and the time involved in the work to his/her immediate supervisor prior to the commencement of such employment. The supervisor shall keep this information on file and will transmit a copy of this information to the Superintendent of Schools. If the proposed employment will interfere in any way with the employee's duties or obligations to the school system, the employee shall be so informed. If the employee accepts the employment after he/she has been informed of the reservations held by the supervisor, this matter will be reported to the Director of Finance/Human Resources for whatever action he/she deems appropriate.

Section 7: Improving Job Performance Warning

The primary purpose of warnings is the improvement of performance. There shall be a conference between the employee and the supervisor following every warning. The supervisor and employee shall cooperatively examine the results of the warning.

Section 8: Religious Beliefs & Customs

The Columbus Public School District recognizes that one of its educational goals is to advance students'

knowledge and appreciation of the role that religious heritage has played in the social, cultural, and historical development of civilization. It is accepted that no religious belief or non-belief should be promoted by the school district or its employees, and none should be disparaged. Instead, the school district should encourage all students and staff members to appreciate and be tolerant of each other's religious views. The school district should utilize its opportunity to foster understanding and mutual respect among students and parents, whether it involves race, culture, economic background, or religious beliefs. In that spirit of tolerance, students and staff members should be excused from participation in practices which are contrary to their religious beliefs unless there are clear issues of overriding concern that would prevent it.

Religious holidays and religious symbols associated with the holidays are a significant part of customs and traditions of Columbus students and community patrons. Such holidays may be recognized and observed by the District. Observance shall be as follows:

- The historical and contemporary values and the origin of religious holidays may be explained in an unbiased and objective manner without sectarian indoctrination.
- Music, art, literature, and drama having religious themes or basis are permitted as part of the curriculum for school-sponsored activities and programs if presented in a prudent and objective manner and as a traditional part of the cultural and religious heritage of the particular holiday.
- The use of religious symbols such as a cross, menorah, crescent, Star of David, crèche, symbols of Native American religions, or other symbols that are part of a religious holiday are permitted as teaching aids or resources provided such symbols are displayed as an example of the cultural and religious heritage of the holiday and are temporary in nature. Among these holidays are included Christmas, Easter, Passover, Hanukkah, St. Valentine's Day, St. Patrick's Day, and Thanksgiving.

Religious institutions and organizations are central to human experience, past and present. An education excluding such a significant aspect would be incomplete. It is essential that the teaching about, and not of, religion be conducted in a factual, objective, and respectful manner. Inclusion of religion in the curriculum shall be practiced as follows:

- The District supports the inclusion of religious literature, music, drama, and the arts in the curriculum and in school activities provided it is intrinsic to the learning experience in the various fields of study and is presented objectively.
- The emphasis on religious themes in the arts, literature, and history should be only as extensive as necessary for a balanced and comprehensive study of these areas. Such studies should never foster any particular religious tenets or demean any religious beliefs.
- Student-initiated expressions to questions or assignments which reflect their beliefs or non-beliefs about a religious theme shall be accommodated. For example, students are free to express religious beliefs or non-belief in compositions, art forms, music, speech, and debate.

Traditions are a cherished part of community life and the Columbus Public School district expresses an interest in maintaining those traditions which have significance to the community. Such ceremonies should recognize the religious pluralism of the community. Dedications and ceremonies shall be practiced as follows:

- A dedication ceremony should recognize the religious pluralism of the community and be appropriate to those who use the facility. An open invitation should be extended to all citizens to participate in the ceremony.
- Baccalaureate service is provided as a non-mandatory attendance portion of commencement exercises. The program is supplied by the Columbus Ministerial Association.
- Employees may not wear religious garb indicating membership in or adherent of any religious order,

sect, or denomination.

ARTICLE 6: USE OF SCHOOL FACILITIES AND EQUIPMENT

Section 1: Drug Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use or distribution of illicit drugs or alcohol, use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, are prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and/or the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the workplace or on duty time shall be considered a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

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

Section 2: Smoke and Tobacco-Free Workplace

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities, and vehicles is prohibited.

Section 3: Weapon-Free Workplace

Regardless of state statute permitting concealed or permit less carry of a handgun, the District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

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

- Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means.
- The frame or receiver of any object described in the preceding example;
- Any firearm muffler or silencer;
- Any explosive, incendiary, or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device.;
- Any bludgeon, sand club, metal knuckles, or throwing star;
- Any knife is prohibited other than as used for strictly instructional or personal care or eating

purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

- Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun.

An employee who possesses mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.

An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.

Any other object that is designed for or intended for use as a destructible or injurious device is also prohibited.

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

An exception to this policy is made for law enforcement officers in uniform, on duty, or assigned to the School District as a Student-Resource Officer (SRO).

Section 4: Acceptable Use of District Computer Network and Internet

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

The expectation of the Board of Education is that employees will conduct themselves in such a way as to promote a positive school atmosphere through professional and appropriate dress code, interpersonal relationships, and employee conduct. This includes any communication, verbal, written, or electronic. As public employees, all staff should recognize that students, peers, parents, and community members are continuously observing their actions. All staff must be aware that their actions and demeanor are reflected in the conduct of students, which may impair their effectiveness as employees.

The personal life of an employee, when communicated by texting, social networking, or other personal communication portrayed via the Internet, or any other form of communication, will be a concern of the Administration and Board of Education if it impairs the employee's ability to effectively perform

his/her job or it violates local, state, or federal laws or contractual agreements. This not only includes communication through devices provided by the district, but also personal or privately owned systems or electronic equipment if said communication merits disciplinary actions consistent with state law, federal law, and/or board policy.

It is the expectation that all employees will maintain appropriate and professional boundaries with students at all times, both inside and outside of school. No employee shall engage in inappropriate or unprofessional conduct, especially conduct of a sexual nature, with a student at any time. This includes inappropriate communications, be it verbal, written or electronic, through any manner such as in person, via telephone, cell phone, computer, personal data assistant, text messaging, instant messaging or any and all social networking mediums.

In using the computers and the Internet, users agree to the following:

1. Since copyright laws protect software and other content, users will not make unauthorized copies of software or content on school computers. If a user downloads public domain programs for personal use or non-commercially redistributes a public domain program, the user assumes all risks regarding the determination of whether a program is in the public domain.
2. Users shall not access material that is obscene, pornographic or otherwise inappropriate for educational, work-related, or personal uses or contrary to the District's mission. Users are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion.
3. Users will protect the privacy of other computer users' areas by not accessing their passwords.
4. Users will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment. Attempts to harm, destroy, or remove computer software or equipment is prohibited unless removed by authorized CPS personnel.
5. Users will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Users will not attempt to log in to the districts' local system administrator account.
7. Users understand that the intended use of all computer equipment is to meet instructional and educational objectives. All district related content and materials are required to be stored within a district domain account.
8. Users will not use the network for financial gain or for any commercial or illegal activity.
9. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services or products. The user is solely responsible for any such charges.
10. Users are responsible for the integrity of information accessed and any software downloaded. If the computer becomes inoperable, the computer will be restored by the tech department to the state in which it was originally received by the user. Users will be responsible for reloading any lost material or programs.
11. Users will be responsible for back up of all data on the computer. The district recommends that all important data be stored within your district Google Drive account or saved to an external hard drive. The district is not responsible for lost data.
12. The District reserves the right to inspect a users' computer and computer usage at any time. Users have no privacy rights or expectations of privacy with regard to use of the District's

computers or Internet system. Computers are the property of Columbus Public Schools, and are therefore subject to changes or modifications as deemed necessary by the district.

13. A technology protection measure is in place that blocks and/or filters Internet access. The Internet filter is designed for preventative access to Internet sites that are not in accordance with policies and regulations. Inappropriate bypassing of the filter is prohibited. When an authorized user bypasses the filter, the user takes responsibility for content that appears and is displayed for classroom viewing or on their device.
14. All district purchased software through the App store must utilize the user's @discoverers.org Apple ID (iTunes account). This includes the Apple suite (Pages, Numbers, Keynote) downloads on your district computer.

As the user, you are taking sole responsibility for all activity on any school issued device, whether activity be attended or unattended. Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the user's Internet account and computer privileges, reprimand, suspension, or termination.

Personal Use and Fee

The purpose of technology provided to staff at Columbus Public Schools is to meet the educational needs of the district. The occasional personal use agreement allows Columbus Public Schools staff to have occasional personal use. It is understood and accepted that any use of technology provided by the district is not private. It is important to remember that the equipment and the software are the property of the school district. **An employee who is checked out a school device to use should elect to pay for additional personal damage protection, the fee is paid one time a year for coverage and is non-refundable. This must be completed by September 15th of each year or within 10 days of employment.**

Important Information Concerning CPS Technology

Reporting lost or stolen technology during the school day:

- If your iPad or computer is missing or stolen, contact your building principal AND someone in the Tech Dept IMMEDIATELY: Leonard Kwapnioski (c-402-910-3282) or (x11517), Jeff Uchtman (c-402-276-1015) or (x12352), Corey Underdahl (c-402-650-6731) or (x12450).
- Machines covered by AppleCare will follow Apple's troubleshooting protocol to determine if machine damage is covered. Employees may elect to purchase a damage protection plan through payroll deduction in October. All non-covered damages will be the responsibility of the employee. Under no circumstances shall an employee try to repair any district owned device. All repairs shall be reported to and coordinated by CPS District Technology as soon as possible.
- Be aware of the CPS policy regarding the use of student images and/or names in digital or paper media produced by you or in your classroom.
- Follow correct copyright procedures when using images and materials that you do not own.
- District owned and managed software will be updated by user through the self-service portal, On Demand. The self-service portal for On Demand software is currently found in System Preferences | Absolute Manage | Software Updates | Show On Demand Software.
- Self-installed software will be updated and maintained by the user who installed the software.

Reporting lost or stolen technology at times other than the school day:

- **Call the CPS Technology Hotline at [402-563-7069](tel:402-563-7069).**
- When calling in to report a lost or stolen device, please be prepared to provide the following information. If there is no answer, please leave this information on the answering machine:
 - Name of person the equipment is assigned to
 - Person's name making report
 - Location where computer was when it went missing
 - Contact number to be called back

Section 5: Use of School Facilities

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

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Building and grounds must be kept in a clean and orderly condition. It should not be necessary for the Executive Director of Operations to call attention of the Principal to conditions that need to be remedied. Scotch tape should be used only on glass and wood; never on chalkboards or plastered walls. Masking tape should be used only for a very limited period of time.

Students are not to be in buildings without adequate supervision. A staff member must be responsible for the supervision of every student in the building at all times. Building principals will see that this rule is observed. **STAFF MEMBERS SHOULD NEVER, UNDER ANY CIRCUMSTANCES, LEND THEIR KEYS TO ANYONE. THIS REFERS TO BOTH OUTSIDE DOOR KEYS AND KEYS USED INSIDE THE BUILDING.**

Should a key be lost or stolen the staff member will be responsible for paying the cost of re-keying or replacing all locks the key opens in the building(s).

Custodians should be in attendance whenever the building is in use unless exceptions are approved by the building administration.

Section 6: Care of School Property

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

School equipment and buildings should be kept in first-class condition. Custodians are instructed to make all minor repairs, if possible, by the close of the day. If repairs are such that the building custodian cannot take care of it, then fill out a work order, retain one copy, and send two copies to the office of the Executive Director of Operations. In case of emergency, when repair must be made at once, call either the supervisor of Buildings and Grounds or the Executive Director of Operations.

Custodians are to notify their respective Principal of work neglected, repairs required, or building conditions that need to be corrected. Custodians are limited in the amount of time available for any individual room. Employees may materially assist in seeing that the work of custodians is not hindered by carelessness on the part of students or others using respective rooms.

Section 7: Video Surveillance

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

In the event a video surveillance recording captures a student or other building user violation school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the employee or other building user and may also be provided to law enforcement agencies.

Section 8: Bulletins & Announcements

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

Section 9: Copyright & Fair Use Policy

It is the school's policy to follow the federal copyright law. Employees are reminded that, when using school equipment, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyright works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The fair use doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the fair use of a copyrighted work, including reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship or research is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted fair use, rather than an infringement of the copyright:

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes
- The nature of the copyrighted works

- The amount and substantiality of the portion used in relation to the copyrighted work as a whole
- The effect of the use upon the potential market for or value of the copyrighted work. Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is fair. Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

Section 10: Lost & Found

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

Section 11: Safety Program and Committee

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

The District also has a safety committee to address employee accidents, injuries, and work place conditions. A representative from each bargaining group plus representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact your supervisor or the Superintendent. Employees can make suggestions and/or report concerns to the safety committee by contacting a member of the safety committee or the Superintendent.

Safety Practices

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

- Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc. to reach high places, put things on bulletin boards, etc.
- Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
- Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
- Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tool, windows, doors, etc.). Follow up if not repaired.
- Do not use equipment if you are not familiar with it or operate machinery without proper training.
- Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly or assistance. Know how to properly lift.
- Report any injuries or medical problems to your supervisor immediately and complete the Employee Accident Report.
- Wear seatbelts when in vehicles where provided.
- Do not do repetitive tasks for long periods of time (i.e., keyboarding, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.
- Do not engage in horseplay. Such conduct is a common cause of injuries and is not consistent with job duties.

As required by law, approved safety glasses will be required of every student and employee while participation in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Section 12: Use of Personal Vehicles

Employees who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Employees will be asked to verify this information and to be given instruction on emergency evacuation and first aid. Employees who drive school vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Employees are not to use cell phones or text while driving a school vehicle or while transporting children.

Section 13: Asbestos

You are hereby notified that current federal regulations require all schools to inventory asbestos-containing material and to develop a management plan to identify and control asbestos in their buildings. In addition, each parent, teacher, and employee organization must be notified annually about inspections, re-inspections, response actions, and past response actions and activities, including periodic surveillance that is planned or in progress. This handbook insert shall serve as that official notice to each employee. Each school building in the Columbus Public Schools has had a six-month surveillance inspection and a three-year inspection, with the last three-year inspection currently being conducted by certified in-house personnel. All other types of asbestos activities are posted in the Public Notice ads of the Columbus Telegram as the district needs to address those types of activities. The plan for each building is available at the Central Administration Building and at each school for that particular school for inspection (without cost) to any interested person. The district may charge for copies of the plan. The plan for each building has also been submitted to the Nebraska Department of Health, Division of Environmental Health and Housing surveillance in accordance with federal regulations. For more information on the Asbestos Management Plan, contact the Director of Business Services, 2508 27th Street, Columbus, Nebraska 68601, 563-7000.

Section 14: Political Campaigns & Issues

Political office campaigns or issue campaigns may not be conducted within school facilities or on school premises, nor may materials relating to them be distributed. An exception to this is when such is part of an instructional unit where both sides of the issue, or both candidates, are treated fairly. Students or student groups may not participate or perform on occasions which are strictly partisan or sectarian in character or purpose except if requested by the President of the United States on a political visit to Columbus. Bond issues, referendums, initiatives, and legislative issues may be discussed and materials distributed at Board approved meetings on school property and at the invitation of organizations or school groups using school facilities. Public schools may be used as a public polling place where all election laws will be observed. Political candidates and issues may be discussed at employee organization meetings held on school premises.

Section 15: District Employee Communications

The District sends regular communication to employees regarding upcoming events and activities to keep them informed. Under the Federal Telephone Consumer Protection Act, all calls whether live, automated, or prerecorded voice calls or text messages made to cellular phones using automated

dialing technology are prohibited unless the calls are made for emergency purposes or made with prior express consent of the cellular phone subscriber. In order to comply with the Federal Consumer Protection Act, Columbus Public Schools needs your consent to call the cellular phone number. By signing receipt for this handbook, you give Columbus Public Schools permission to call all cell phones registered in District records for District communication purposes.

Section 16: Drug and Alcohol Screening

Classified employees who hold a valid bus drivers license, transport students, or are employed in a position where state statute requires it will be part of the District's random drug and alcohol program that is supervised by Hire Right, a third-party contractor who processes the random selection of employees and the results of the screening. Employees notified of the random draw screening will proceed to the designated health care provider within 30 minutes of notification and remain on the clock.

Section 17: Scent Devices

To ensure that every District building is free of potential allergens, employees are prohibited from bringing onto the premises natural or artificial scents that could cause allergic/asthmatic reactions or be irritating to others. Scented personal products (such as fragrances, colognes, lotions and powders) that are perceptible to others should not be worn by employees. Other scented products (candles, potpourri, scentsy, diffuser, and similar items) are also not permitted in the workplace due to increased risk of allergic/asthmatic reactions.

Employees required by medical necessity to use products that contain odors perceptible to others may request a reasonable accommodation from their supervisor, Principal, or the human resources (HR) department. Any employee with a concern about scents or odors should contact the building Principal.

Section 18: Small Kitchen Devices

Board policy 903.09 and 903.09R1 specifically maps out the districts commitment to energy savings. Along with the existing Board Policy there is the inherent safety risk associated with small kitchen devices in non-approved areas. The district has established common areas, teacher workrooms, or staff kitchens where these devices may be used. **Outside appliances**, which includes coffee maker, portable heater, microwave, any size refrigerator, etc. **may NOT be used in a District classroom**, office space, or conference room. Appliances or equipment purchased by the district and approved for academic use in a defined area are permissible. Any other request shall require an inspection of the equipment and approval by the Director of Building and Sites or their designee. Approvals are for the specific piece of equipment in a specific location for a specific use. Approval will be done in writing and kept on a master list. The district assumes no responsibility for damage to a personal appliance brought to school. These designated and approved items should be unplugged when not in use.

ARTICLE 7: STATE AND FEDERAL PROGRAMS

Section 1: Notice of Nondiscrimination

The Columbus Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries

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

Office for Civil Rights
8930 Ward Parkway, Suite 2037
Kansas City, MO 64114
816-268-0550

The U.S. Equal Employment Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507
800-669-4000; TDD: 800-669-6820

Section 2: Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for each coordinator is: Columbus Public Schools, 2508 27 Street, Columbus NE 68601.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Dr. Troy Loeffelholz
Title IX	Discrimination or harassment based on sex; gender equity	Employees – Chip Kay Students – Tim Kwapnioski
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment, or reasonable accommodations of persons with disabilities	Jason Harris and Leonard Kwapnioski
Homeless student laws	Children who are homeless	Dr. Troy Loeffelholz
Safe and Drug Free Schools and Communities	Safe and drug free schools	Dr. Troy Loeffelholz

Section 3: Anti-Discrimination & Harassment

Elimination of Discrimination

The Columbus Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any

prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination

Purpose: The Columbus Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, employees, co-workers, students or other persons is prohibited. In addition the Columbus Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidation at work, instructional, or an educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age. Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term or condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually orientation, kidding, teasing, practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

Complaint and Grievance Procedures

Employee Complaints or Concerns: Employees are to inform their supervisor of any complaints or concerns about the operations of the District using the established chain of command (immediate supervisor, building principal, Director of Human Resources, Superintendent) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor. It is important to the efficient and successful operation of the District and a duty of all employees to share any such complaints or concerns in a responsible, professional manner so as to:

- not disrupt the proper functioning of their duties;
- not undermine the authority of their co-workers, supervisors, or superiors;

- maintain appropriate and productive working relationships with their co-workers, supervisors, and superiors; and,
- ensure that all applicable laws and regulations are followed.

Communications from employees regarding complaints or concerns must be accurate, demonstrate sound judgment, and promote the District's mission, and must be submitted to the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) in written form and signed. Further, the employee is to maintain confidentiality of the report so that the problem can be appropriately corrected in the best interests of the District. Employees are to use the appropriate complaint or grievance mechanism for matters involving anti-discrimination or harassment as noted elsewhere in this Handbook.

Section 4: Grievance Procedure for Persons with a Disability

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

- Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within ten (10) days after the request for reconsideration was filed.

Section 5: Confidentiality of Student Records (FERPA)

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

Board policy and in the student handbook.

Section 6: Breakfast and Lunch Programs

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

Section 7: Confidentiality of Protected Health Information

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

ARTICLE 8: MISCELLANEOUS INFORMATION

Section 1: Crisis Response Team

People in crisis often experience anxiety, feelings of vulnerability and difficulty. Events such as the death of a teacher or student, natural or accidental disasters, and real or threatened violence may produce a crisis for students and faculty alike. The need to cope effectively is necessary. The purpose of the Columbus Public Schools Crisis Response team is to evaluate crisis situations and plan intervention strategies. Guidelines are written to help address these concerns and to establish procedures for situations.

Section 2: Advertisement & Promotions

Advertisements, promotions, soliciting, and fund drives conducted in the school buildings or on school grounds are sometimes inevitable, sometimes necessary, and sometimes important. Care shall be taken to consider the effects of such activities upon the students, parents, and the community. Board policy and administrative rules and regulations provide guidance for decisions regarding these topics. (Copies of all promotional materials to be distributed directly to students must be provided by the promoter in both English and Spanish.)

- The Board recognizes that modern production, packaging, and distribution methods make it all but inevitable that some materials and equipment will carry advertising or promotional slogans to which students will be exposed.
- Where advertising or promotions are presented to students as part of any program or is present on any instructional material, the overall benefits of the program or material must outweigh adverse effects of the advertising or promotion.
- Advertisements and promotions for school events, for school sponsored programs, for athletic events, for use in sponsoring the school paper or school annuals are approved forms of advertisement and promotion. However, advertising which refers to tobacco, alcoholic drinks, or unlawful drugs is forbidden in any school publication.
- Students or employees while on school premises shall be protected from unauthorized solicitation for the purchase of goods or services, for participation in an organized campaign to raise funds, and for the donation of money or goods to an organized campaign.
- Teachers may not permit such campaigns, drives, or solicitation within their classrooms except

for those outlined in policy or in administrative regulations.

- Any and all community fund drives officially recognized and permitted on school premises will be determined by the Office of the Superintendent of Schools, and/or the Board of Education.
- Fund raising activities sponsored by school clubs, school classes, and parent organizations are part of approved school activity. In the conduct of any approved campaign for funds, no quotas may be set for individual and donations must be entirely voluntary without any pressure which compares the giving of one individual with the giving of another individual.

Section 3: Distribution of Information

Cooperation with community service and youth serving agencies through assisting these agencies in the distribution of information of value to students and their families shall be as follows:

- Each distribution must be approved by the Executive Director of Student Services.
- Principals shall notify teachers of the distribution.
- Representatives of agencies wishing to distribute information through the schools shall:
 - Package and label by building and by classroom enough materials to go to each child or family as targeted for distribution.
 - Deliver material to the Central Administrative Office at least one day prior to mail delivery or, after approval, deliver directly to the buildings.
 - Material with political, commercial, or religious content will not be approved for distribution, nor will materials containing art or composition which is in bad taste or otherwise inappropriate for distribution to students.

Section 4: Parent-Teacher Organizations

We recognize the Parent-Teacher Association, School Site Councils, and other school/parent groups as some of our strongest allies. Staff members are asked to cooperate with the officials of these organizations and do all within their power to assist in the work.

Section 5: Requisitions

No student, teacher, or employee of the Board shall have power to purchase, or agree to purchase, any supplies or materials for use in the public schools, whether or not to be sold to student or used in any department whatsoever, except by a proper requisition for a purchase order through the appropriate office. This also applies to purchase of services, such as printing, etc.

When ordering supplies or materials through the Warehouse, a requisition form signed by the Principal/supervisor must be submitted to the Administration Office for processing. The requisitioner should specify item number and description and make a copy for his/her records. Be sure to include budget code numbers on the requisition.

Supplies and materials may be requisitioned through the Principal. When ordering from the Warehouse, specify item number and description.

All requisitions are to be made electronically, and must be approved by the respective Principals. The building principal will assign the purchase order number and forward the electronic submission based on the District's requisition process.

Section 6: Soliciting

Employees while on school premises, shall not be solicited for the purchase of goods or services, not be requested to participate in an organized campaign to raise funds or not be requested to donate money or goods to an organized campaign. Approved fund drives must be entirely voluntary. Exceptions are:

- Columbus Public Schools Foundation, United Way Fund Drive, Combined Health Agencies Drive (CHAD), and the Community Health Charities.
- Fund-raising activities sponsored by school clubs, school classes, and parent organizations approved by the building principals/supervisors.
- Contribution to courtesy funds for serious illness of a staff member or student and to the retirement of staff members approved by the building principal/supervisor.
- Solicitation of students to produce services and materials for community organizations or groups to the extent that such production furthers the students' educational development and does not exploit them and are approved by the building principal.
- Internal fund drives of employee organizations.
- Other solicitations, sales, or drives approved by the Executive Director of Business Operations.

Section 7: Visitors

All visitors to any school building are required to report immediately to the buildings main office. No visitor will be allowed in the building without the prior approval of the building Principal and/or the Principal's designee. All visitors must have a visitor badge. Staff members are expected to notify the office if a visitor does not have a badge. Any child visiting school must be accompanied by an adult.

Section 8: Pay for the Performance of Other Duties

Classified, non-exempt employees can only earn overtime pay on their regularly scheduled duties. If an individual employee volunteers to sell tickets, keep score, work a concession stand, they may be paid an amount that is different from their regular hourly wage.

Classified employees who regularly work for the after-school program may count those hours in addition to their regular daily work schedule toward full-time status or overtime. Staff will retain their hourly pay rate for performing after-school program duties.

Classified employees performing duties for an extra-duty contract will be asked to sign a work agreement detailing the stipend and expected hours of employment for that position. The stipend is determined by the District's Certified Negotiated Agreement.

Appendix 1: COMPLAINT PROCEDURES FOR STAFF AND COMMUNITY

Policy 403.055

The Board of Education advises the public that the proper channeling of complaints involving school personnel shall be from the complainant to the employee, to the principal, to the Superintendent, and then on to the Board of Education.

Internal Complaints regarding School Personnel

Step 1

If the complaint is in regard to another Staff member, the complainant should request a conference with the building principal to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.

Step 2

If staff member is dissatisfied with the result of this conference, the staff member can request a second conference with a district administrator (Executive Director of Finance and Human Resources), the principal, and the staff member.

Step 3

If staff member is not satisfied with the resolution of the complaint at the 2nd level, the staff member can request a conference with the Superintendent of Schools for discussion of the problem.

****If a complaint is in regards to the building principal the staff member must go directly to Step 2**

Community Complaints regarding School Personnel

Step 1

If complainant is not satisfied with the process with the employee in question, the Principal and his/her designee reviews, investigate, and makes a recommendation.

Step 2

If complainant is not satisfied with the process and outcome of the building principal, the principal's recommendation will be reviewed and a decision made by the appropriate central office administrator (Executive Director of Finance and Human Resources).

Step 3

If complainant is not satisfied with the process of the administrator's decision, an appeal can be made to the Superintendent of Schools.

***If a complaint is in regards to the building principal the community member must go directly to the Superintendent**

****Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.**

Internal Complaint Process regarding an administrator

Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

Step 2

If staff member is dissatisfied with the result of step one in the process, the staff member can request a appeal for a second evaluation to be conducted by Executive Director of Human Resources.

Step 3

If staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

Community Complaints regarding School Administration

Step 1

If the complaint is in regard to the building principal, the complainant should request a conference with the Superintendent of schools to resolve the concern or complaint.

- a. If it is determined that an investigation will take place, the complainant must provide in writing and sign to confirm the issues of the complaint.
- b. The Superintendent and his/her designee reviews, investigate, and will then make a determination as to whether the complaint is valid or not.
- c. The complainant will receive confirmation that the investigation has taken place during the documented time frame.

Step 2

If staff member is dissatisfied with the result of step one in the process, the staff member can request a appeal for a second evaluation to be conducted by Executive Director of Human Resources.

Step 3

If staff member is not satisfied with the outcomes of the previous two steps, the staff member can request a conference with committee of the board of education that is appointed by the board president.

Step 4

The staff member may file a complaint to the board as a whole after all other steps have been exhausted.

*If a complaint is in regards to the building principal the community member can go directly to Step 2

**Any statement containing a charge or a complaint against an employee of the school district must be submitted in writing, verified and signed by the complainant.

INSTRUCTIONS FOR PREPARING A COMPLAINT

Please Type or Print.

1. If you are filing a Complaint against a process, problem, or person or more than one person, a separate form should be used for each process or person. If you have more than one complaint against the same process, problem, or person, you should use one form and describe each incident. As the Complainant, your name and phone number must appear in the blanks at the top of the first page.
2. The process, problem, or person against whom a Complaint is filed is called the Respondent and the Respondent's name must appear at the top of the first page on the left hand side, below your name. Also list the Respondent's name and telephone number in the blanks immediately underneath the complainant information.
3. In the complaint section, please list the facts, which you believe constitute a violation of professional conduct and ethics and/or process used. Use additional sheets as necessary and number each page.
4. In the witness section, list individually the full name and telephone number of each witness to verify as to the alleged incident if appropriate.
5. Your signature should appear on the "verification" page indicating the complaint is factual to the complainant's knowledge.

6. Please mail, email, or deliver the completed Complaint form to the direct supervisor. If the complaint is in regard to the direct supervisor, please send the form to the Superintendent. If the complaint is in regard to the Superintendent please send the form to the Executive Director of Human Resources.

A blank complaint form is attached or you may type your own form.

In accordance with Board Policy 403.05 and 403.055, of the *Columbus Public Schools Policy Handbook*, the Complainant states as follows:

Complainant is: _____

Respondent is: _____

Complaint: _____

Complaint

Case No.

Page _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Witness(es): _____

VERIFICATION

WHEREFORE, Complainant requests that the Superintendent investigate this Complaint and take such action as is warranted.

I, _____, have read the contents of the Complaint and that to the best of my knowledge, information, and belief such contents are true and there is reasonable cause for filing said document.

(Signature of Complainant)

(Printed Name of Complainant)

Dated this _____ day of _____, 20_____.

BEFORE THE SUPERINTENDENT OF SCHOOLS &
COLUMBUS PUBLIC SCHOOLS BOARD OF EDUCATION

For Internal Use

_____	)	Case No. _____
(Name)	)	Leave Blank
	)	
_____	)	
(Telephone #)	)	
	)	
_____	)	
(School)	)	
	)	
Complainant,	)	
	)	
	)	
	)	
_____	)	
(Name)	)	
	)	
_____	)	
(Telephone #)	)	
	)	
_____	)	
(School)	)	
	)	
Respondent,	)	

Appendix 2: 2023-2024 Classified Salary Schedule

CLASSIFIED SALARY SCHEDULE 2023-2024

Step	ASP Support Staff	ASP Lead Staff	ASP Site Director	Food- service	Kitchen Manager	Regular / ELL/Title Para	2nd Lang. Fluent Para	SpEd/A+ Alt./CLS Para	High Needs SpEd Para	Guard	CNA*	LPN*
1	\$13.01	\$14.40	\$15.34	\$15.28	\$17.16	\$15.34	\$15.97	\$15.66	\$16.46	\$15.92	\$18.85	\$21.87
2	\$13.27	\$14.66	\$15.60	\$15.53	\$17.52	\$15.60	\$16.22	\$15.92	\$16.72	\$16.18	\$19.11	\$22.12
3	\$13.52	\$14.91	\$15.86	\$15.79	\$17.88	\$15.85	\$16.48	\$16.18	\$16.97	\$16.43	\$19.36	\$22.38
4	\$13.78	\$15.17	\$16.11	\$16.05	\$18.26	\$16.11	\$16.74	\$16.43	\$17.23	\$16.69	\$19.62	\$22.63
5	\$14.04	\$15.43	\$16.37	\$16.30	\$18.65	\$16.37	\$16.99	\$16.69	\$17.49	\$16.95	\$19.87	\$22.89
6	\$14.29	\$15.68	\$16.63	\$16.56	\$19.05	\$16.63	\$17.25	\$16.95	\$17.74	\$17.20	\$20.13	\$23.15
7	\$14.55	\$15.94	\$16.88	\$16.82	\$19.45	\$16.88	\$17.51	\$17.20	\$18.00	\$17.46	\$20.39	\$23.40
8	\$14.81	\$16.20	\$17.14	\$17.08	\$19.87	\$17.14	\$17.76	\$17.46	\$18.26	\$17.72	\$20.64	\$23.66
9	\$15.06	\$16.46	\$17.40	\$17.33	\$20.30	\$17.40	\$18.02	\$17.72	\$18.52	\$17.97	\$20.90	\$23.91
10	\$15.32	\$16.71	\$17.65	\$17.59	\$20.74	\$17.65	\$18.28	\$17.97	\$18.77	\$18.23	\$21.15	\$24.17
11	\$15.58	\$16.97	\$17.91	\$17.85	\$21.19	\$17.91	\$18.54	\$18.23	\$19.03	\$18.49	\$21.41	\$24.43
12	\$15.83	\$17.23	\$18.17	\$18.10	\$21.65	\$18.17	\$18.79	\$18.49	\$19.29	\$18.75	\$21.67	\$24.68
13	\$16.09	\$17.48	\$18.42	\$18.36	\$22.12	\$18.42	\$19.05	\$18.75	\$19.54	\$19.00	\$21.92	\$24.94
14	\$16.35	\$17.74	\$18.68	\$18.62	\$22.60	\$18.68	\$19.31	\$19.00	\$19.80	\$19.26	\$22.18	\$25.19
15	\$16.61	\$18.00	\$18.94	\$18.87	\$23.10	\$18.94	\$19.56	\$19.26	\$20.06	\$19.52	\$22.43	\$25.45
16	\$16.86	\$18.25	\$19.19	\$19.13	\$23.61	\$19.20	\$19.82	\$19.52	\$20.31	\$19.77	\$22.69	\$25.70
17	\$17.12	\$18.51	\$19.45	\$19.39	\$24.13	\$19.45	\$20.08	\$19.77	\$20.57	\$20.03	\$22.95	\$25.96
18	\$17.38	\$18.77	\$19.71	\$19.64	\$24.66	\$19.71	\$20.33	\$20.03	\$20.83	\$20.29	\$23.20	\$26.22

Step	HS/MS Cust.	Elem. / Night Cust.	Night Cust. Supv.	Mainten-ance	Grounds Crew	Cust. Supv. / Maint. Coord.	Bus Drivers	Translator	General Office (Sec 1)	Elem/HS Prin Office (Sec 2)	MS Prin Office (Sec 3)
1	\$16.77	\$16.43	\$16.69	\$17.97	\$16.77	\$19.00	\$19.06	\$18.83	\$16.70	\$17.48	\$17.73
2	\$17.12	\$16.69	\$16.95	\$18.23	\$17.03	\$19.26	\$19.32	\$19.08	\$16.96	\$17.73	\$17.99
3	\$17.48	\$16.95	\$17.20	\$18.49	\$17.28	\$19.52	\$19.58	\$19.33	\$17.22	\$17.99	\$18.25
4	\$17.85	\$17.20	\$17.46	\$18.75	\$17.54	\$19.77	\$19.84	\$19.58	\$17.48	\$18.25	\$18.51
5	\$18.22	\$17.46	\$17.72	\$19.00	\$17.79	\$20.03	\$20.10	\$19.84	\$17.73	\$18.51	\$18.76
6	\$18.61	\$17.72	\$17.97	\$19.26	\$18.05	\$20.29	\$20.37	\$20.09	\$17.99	\$18.76	\$19.02
7	\$19.01	\$17.97	\$18.23	\$19.52	\$18.30	\$20.54	\$20.63	\$20.34	\$18.25	\$19.02	\$19.28
8	\$19.41	\$18.23	\$18.49	\$19.77	\$18.56	\$20.80	\$20.89	\$20.59	\$18.51	\$19.28	\$19.54
9	\$19.83	\$18.49	\$18.75	\$20.03	\$18.81	\$21.06	\$21.15	\$20.85	\$18.76	\$19.54	\$19.79
10	\$20.25	\$18.75	\$19.00	\$20.29	\$19.07	\$21.32	\$21.41	\$21.10	\$19.02	\$19.79	\$20.05
11	\$20.69	\$19.00	\$19.26	\$20.54	\$19.32	\$21.57	\$21.67	\$21.35	\$19.28	\$20.05	\$20.31
12	\$21.14	\$19.26	\$19.52	\$20.80	\$19.58	\$21.83	\$21.93	\$21.60	\$19.54	\$20.31	\$20.56
13	\$21.60	\$19.52	\$19.77	\$21.06	\$19.83	\$22.09	\$22.18	\$21.85	\$19.79	\$20.56	\$20.82
14	\$22.07	\$19.77	\$20.03	\$21.32	\$20.09	\$22.34	\$22.44	\$22.11	\$20.05	\$20.82	\$21.08
15	\$22.55	\$20.03	\$20.29	\$21.57	\$20.34	\$22.60	\$22.70	\$22.36	\$20.31	\$21.08	\$21.34
16	\$23.05	\$20.29	\$20.54	\$21.83	\$20.60	\$22.86	\$22.95	\$22.61	\$20.56	\$21.34	\$21.59
17	\$23.55	\$20.54	\$20.80	\$22.09	\$20.85	\$23.11	\$23.21	\$22.87	\$20.82	\$21.59	\$21.85
18	\$24.07	\$20.80	\$21.06	\$22.34	\$21.11	\$23.37	\$23.46	\$23.12	\$21.08	\$21.85	\$22.11

Note 1: Secretary Classification: 1: Other Secretarial positions; 2: Elementary Secretary, CHS Principal's Secretary; 3: CMS Principal's Secretary

Note 2: Substitutes hired for positions on this salary schedule are paid at the starting hourly wage for that position.

Note 3: Translators who are not regular district employees are paid at the starting hourly wage for that position.

Note 4: ASP Lead Staff and Site Directors who are also regular district employees are paid at their regular hourly rate.

Note 5: Nurse and Nurse Aid Substitutes are paid at their licensure rate. RN \$26.00, CNA & LPN at Step 1.

Note 6: Media Specialist Substitute Rate: \$16.71

Base Calculation 3.02%
Board Approved May 15, 2023



Columbus Public Schools

2508 27th Street, Columbus NE 68601 402.563.7000

TO: Board of Education
FR: Dr. Chip Kay
RE: 2023-2024 Anticipated Budget(s) Requiring Tax Asking

Below is the anticipated numbers for the 2023-2024 Columbus Public Schools Budget and Tax Asking Needs:

Anticipated Vauation (Official Certification in August) \$2,683,346,607 (+9.83%)

*LB 243 "Property Tax Cap" on the \$1.05 Levy Lid \$28,593,116

Levy Lid Exclusions Granted by NDE \$179,012

General Fund

State Aid	\$14,245,963 (- \$70,415)
Total of Other Revenue	\$11,523,670 (+307,613)
Property Tax Necessary for Budget	<u>\$27,101,801 (+2,776,323)</u>
Total General Fund Budget for 23-24	\$52,871,434 (+6.04%)

Summary of Planned General Fund Expenditures

Certified Personnel	\$27,271,510
Classified Personnel	\$10,894,411
Extra Duty	\$ 915,790
Administration	<u>\$ 3,682,116</u>
Total Personnel (81%)	\$42,763,827
Total Non-Personnel Costs (19%)	<u>\$10,107,607</u>
Total Planned Expenditures	\$52,871,434 (+0.36%)

Summary of Building Fund

Lease Payment Due - Annual (2027)	\$1,074,552
Necessary Tax Asking	\$1,100,000 (- \$15,758)

Summary of Bond Fund

Bond Payment Obligation - Annual (2039)	\$3,643,299
Necessary Tax Asking	\$3,643,299 (- \$413,937)

Tax Asking Summary

\$1.05 Levy Lid + Exclusion	\$28,380,813*
Bond Obligation	\$ 3,643,299
Total Tax Asking Needs for 23-24	\$32,024,112 (+7.6%; +\$2,279,928)

**Columbus Public Schools
Platte County, Nebraska**

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORTS**

For the Year Ended August 31, 2022

**Columbus Public Schools
Platte County, Nebraska
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For the Year Ended August 31, 2022**

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INDEPENDENT AUDITOR'S REPORT

Board of Education
Platte County School District No. 1
Columbus Public Schools
Columbus, Nebraska

Opinions

We have audited the accompanying modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Columbus Public Schools, as of and for the year ended August 31, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, each major fund, and the aggregate remaining fund information of District, and the respective changes in modified cash basis financial position and, where applicable, cash flows thereof for the year then ended in accordance with the modified cash basis of accounting described in Note A.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Basis of Accounting

We draw attention to Note A of the financial statements that describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the modified cash basis of accounting described in Note A, and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about District's ability to continue as a going concern for a reasonable period of time.

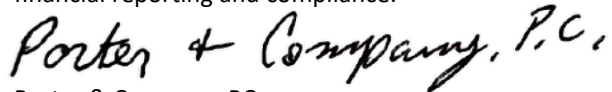
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise District's basic financial statements. The accompanying budgetary comparison schedules and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison schedule and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 16, 2023 on our consideration of the District's internal control structure over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Porter & Company, P.C." in a cursive, flowing script.

Porter & Company, PC

Sioux City, Iowa

June 16, 2023

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Governmental Activities
ASSETS	
Cash at bank	\$ 9,332,285
Investments	6,178,161
Cash at County Treasurer	5,913,714
Total Assets	<u>\$ 21,424,160</u>
NET POSITION	
Restricted	
Capital purchases	\$ 2,653,363
Debt service	2,622,890
Unrestricted	<u>16,147,907</u>
Total net position	<u>\$ 21,424,160</u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

Functions/Programs	Disbursements	Receipts for Services and Fines	Operating Grants and Contributions	Net (Disbursements) Receipts Primary
Governmental Activities				
Instruction	\$ 26,060,568	\$ 110,149	\$ 2,868,268	\$ (23,082,151)
Support Services				
Students	4,114,721	-	-	(4,114,721)
Instructional staff	2,744,433	-	-	(2,744,433)
General administration	611,311	-	-	(611,311)
Office of principal	2,503,866	-	-	(2,503,866)
Central services	1,985,112	-	-	(1,985,112)
Maintenance and operation	3,891,809	-	-	(3,891,809)
Student transportation	797,015	-	-	(797,015)
Other support services	4,000	-	-	(4,000)
Community Service Operations	71,100	-	-	(71,100)
Private & state categorical	539,799	-	-	(539,799)
Facilities	1,945,234	-	-	(1,945,234)
Federal programs	4,295,535	-	3,778,633	(516,902)
School nutrition services	2,284,572	188,045	2,474,525	377,998
Special building	3,760,861	-	-	(3,760,861)
Activities	851,868	1,018,619	-	166,751
Depreciation	87,986	-	-	(87,986)
Debt service	4,708,362	-	-	(4,708,362)
Total governmental activities	<u>61,258,152</u>	<u>1,316,813</u>	<u>9,121,426</u>	<u>(50,819,913)</u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS - CONTINUED
For the Year Ended August 31, 2022

General receipts and transfers:

Local Property Taxes	27,036,840
Carline tax	20,135
Motor vehicle tax	2,242,563
Interest	94,173
Rental fees	38,635
Local license fees	15,710
County fines and license fees	200,267
State Aid	18,184,815
Homestead exemption	9,322
Property Tax Credit	1,213,588
Textbook Loans	54,302
Pro-Rate Motor Vehicle	63,797
State Apportionment	562,771
Other Local Receipts	539
Other Non-Revenue Receipts	14,951
Transfers in(out)	87,474
Total general receipts and transfers	<u>49,839,882</u>
Change in net assets	(980,031)
Net position - beginning	22,930,562
Prior Period Adjustment	<u>(526,371)</u>
Net position - beginning as restated	<u>22,404,191</u>
Net position - ending	<u><u>\$ 21,424,160</u></u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF ASSETS AND FUND BALANCES -
GOVERNMENTAL FUNDS - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Governmental Fund Types						Government- Wide Total
	General	Activities	School Nutrition	Bond	Special Building	CEFLC	
ASSETS							
Cash at bank	\$ 6,193,458	\$ 1,698,116	\$ 827,073	\$ -	\$ 613,638	\$ -	\$ 9,332,285
Investments	3,281,567	-	-	2,498,876	397,718	-	6,178,161
Cash at County Treasurer	4,147,693	-	-	154,487	1,611,534	-	5,913,714
Total Assets	<u>\$ 13,622,718</u>	<u>\$ 1,698,116</u>	<u>\$ 827,073</u>	<u>\$ 2,653,363</u>	<u>\$ 2,622,890</u>	<u>\$ -</u>	<u>\$ 21,424,160</u>
NET POSITION/FUND BALANCES							
Unassigned	\$ 11,266,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,266,575
Assigned							
School Nutrition	-	-	827,073	-	-	-	827,073
Student Fees	-	1,698,116	-	-	-	-	1,698,116
Committed							
Deprecation fund	2,356,143	-	-	-	-	-	2,356,143
School Activities	-	-	-	-	-	-	-
Restricted							
Debt Service	-	-	-	2,653,363	-	-	2,653,363
Building projects	-	-	-	-	2,622,890	-	2,622,890
Total Fund Balances	<u>\$ 13,622,718</u>	<u>\$ 1,698,116</u>	<u>\$ 827,073</u>	<u>\$ 2,653,363</u>	<u>\$ 2,622,890</u>	<u>\$ -</u>	<u>\$ 21,424,160</u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS,
AND CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Governmental Fund Types						Government- Wide Total
	General	Activities	School Nutrition	Bond	Special Building	CEFLC	
RECEIPTS							
Local sources	\$ 24,082,663	\$ 1,018,619	\$ 6,997	\$ 4,178,577	\$ 1,290,507	\$ -	\$ 30,577,363
Intermediate sources	200,267	-	-	-	-	-	200,267
State sources	22,956,863	-	34,334	-	-	-	22,991,197
Federal sources	3,778,633	-	2,440,191	-	-	-	6,218,824
Activity receipts	-	-	-	-	-	-	-
Non-revenue receipts	14,912	-	39	-	-	-	14,951
Charges for services	-	-	188,045	-	-	-	188,045
Total cash receipts	51,033,338	1,018,619	2,669,606	4,178,577	1,290,507	-	60,190,647
	51,168,043						
DISBURSEMENTS							
Instruction	26,060,568	-	-	-	-	-	26,060,568
Support Services							
Student	4,114,721	-	-	-	-	-	4,114,721
Instructional staff	2,744,433	-	-	-	-	-	2,744,433
General administration	611,311	-	-	-	-	-	611,311
Office of principal	2,503,866	-	-	-	-	-	2,503,866
Central services	1,985,112	-	-	-	-	-	1,985,112
Maintenance and operation	3,891,809	-	-	-	-	-	3,891,809
Student transportation	797,015	-	-	-	-	-	797,015
Other support services	4,000	-	-	-	-	-	4,000

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS,
AND CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS
For the Year Ended August 31, 2022

	Governmental Fund Types						Government- Wide Total
	General	Activities	School Nutrition	Bond	Special Building	CEFLC	
CASH DISBURSEMENTS (Continued)							
Community service operations	\$ 71,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,100
Private and state categorical	539,799	-	-	-	-	-	539,799
Facilities	1,945,234	-	-	-	-	-	1,945,234
Federal programs	4,295,535	-	-	-	-	-	4,295,535
Lunch program	-	-	2,284,572	-	-	-	2,284,572
Special building	-	-	-	-	3,760,861	-	3,760,861
Activities	-	851,868	-	-	-	-	851,868
Depreciation	87,986	-	-	-	-	-	87,986
Debt service	-	-	-	3,877,546	830,816	-	4,708,362
Total cash disbursements	<u>49,652,489</u>	<u>851,868</u>	<u>2,284,572</u>	<u>3,877,546</u>	<u>4,591,677</u>	<u>-</u>	<u>61,258,152</u>
Government - Wide Presentation	49,780,460						
of Cash Receipts over (under)							
Cash Disbursements	1,380,849	166,751	385,034	301,031	(3,301,170)	-	(1,067,505)
Transfers In (out)	8,474	79,000	-	-	-	-	87,474
Fund Balances, beginning of year	12,233,395	1,452,365	442,039	2,878,703	5,924,060	-	22,930,562
Prior Period Adjustment	-	-	-	(526,371)	-	-	(526,371)
	<u>12,233,395</u>	<u>1,452,365</u>	<u>442,039</u>	<u>2,352,332</u>	<u>5,924,060</u>	<u>-</u>	<u>22,404,191</u>
Fund Balances, end of year	<u>\$ 13,622,718</u>	<u>\$ 1,698,116</u>	<u>\$ 827,073</u>	<u>\$ 2,653,363</u>	<u>\$ 2,622,890</u>	<u>\$ -</u>	<u>\$ 21,424,160</u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF NET POSITION - FIDUCIARY FUND - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Custodial Fund
ASSETS	
Cash at bank	\$ 48,399
Total Assets	<u>\$ 48,399</u>
NET POSITION	
Restricted	
Employee benefits	<u>48,399</u>
Total net position	<u>\$ 48,399</u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
STATEMENT OF CHANGES IN NET POSITION - FIDUCIARY FUND - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Custodial Fund
RECEIPTS	
Interest	\$ 275
Employee contributions	134,430
Total receipts	<u>134,705</u>
DISBURSEMENTS	
Payments to employees	<u>127,970</u>
Total disbursements	<u>127,970</u>
NET CHANGE IN NET POSITION	6,735
NET POSITION, BEGINNING OF YEAR	<u>41,664</u>
NET POSITION, END OF YEAR	<u><u>\$ 48,399</u></u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS
For the year ended August 31, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting principles and practices followed by Columbus Public Schools School are presented below to assist the reader in evaluating the financial statements and the accompanying notes.

The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the District are described below.

1. Reporting Entity – The Platte County School, Columbus Public Schools Board of Education is the basic level of government which has financial accountability and control over all activities related to public school education in the district. The District receives funding from local, state, and federal government sources and must comply with the requirements of these funding source entities. However, the District is not included in any other governmental “reporting entity” as defined by the GASB pronouncement, since the District’s board members are elected by the public and have decision making authority, the authority to levy taxes, the power to designate management, the ability to significantly influence operations, and primary accountability for fiscal matters. The Columbus Educational Facilities Leasing Corporation (the Corporation), a Nebraska nonprofit corporation, is included as a blended component unit of the District because District’s Board of Education authorized the creation of the Corporation. It appoints the board members for the corporation, and can exert its will over the Corporation. In addition, the Corporation was organized for the sole benefit of the District, the Corporation’s only transactions are with the District, and the Corporation provides a direct benefit to the District. There are no other potential component units that meet the criteria as set forth by GASB for inclusion in the financial statements of the District.

The District has the following related Organizations that are not considered to have a significant operational or financial relationship:

The Columbus Public Schools Foundation receives donations to be used for student scholarships and various school projects.

2. Basis of Accounting – The District prepares its financial statements on the modified cash basis, which is in conformity with the accounting practices prescribed or permitted by the State of Nebraska Department of Education; consequently, these statements represent a summary of the cash activity of the various funds of the District and do not include certain transactions that would be included if the District prepared its financial statements in accordance with generally accepted accounting principles, as applicable to governmental units. Consequently, these financial statements are not intended to present financial position or results of operations in conformity with generally accepted accounting principles, as applicable to governmental units. Under the modified cash basis, receipts are recognized when collected rather than when earned, and expenditures are recognized when paid rather than when incurred. Taxes levied by the District, and other taxes/fees allocable to the District, are paid to the county treasurers of Platte, Butler and Polk Counties.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

3. Basis of Presentation

Government-wide financial statements – The district utilizes the provisions of Statement No. 34 of the Government Accounting Standards Board, *Basics Financial Statements and Management's Discussion and Analysis for State and Local Governments*. Statement No. 34 established standards for external financial reporting for all state and local government entities, which includes government-wide financial statements, fund financial statements, and the classification of net position into the following components: restricted and unrestricted.

The statement of net position and statement of activities report information on the District as a whole. They include all funds of the District except for fiduciary funds. The effects of interfund activity have been removed for these statements. Governmental activities, which normally are supported by taxes and intergovernmental receipts, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District does not report any business-type activities.

The statement of activities demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with specific function or segment. Program receipts include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements – Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements as applicable.

The financial transactions of the District are reported in individual funds in the fund financial statements. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, receipts, and disbursements

Fund Types – The accounts of the District are organized on the basis of funds, which are grouped into the following fund types:

Governmental Fund Types:

General Fund – This fund is the operating fund of the District. It is used to account for all financing resources except those required to be accounted for in other funds.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

4. Basis of Presentation – Government Wide Financial Statements – Continued

Governmental Fund Types – Continued

Depreciation Fund – This fund is established by the district in order to facilitate the eventual purchase of costly capital outlay by reserving the amount from the General Fund. The transfer of funds is considered a disbursement in the General Fund and a Transfer From General Fund in the Depreciation Fund. The purpose of the fund is to spread replacement costs of capital outlay over a period of years. This fund is restricted. The Depreciation Fund is considered a component of the General Fund.

Employee Benefit Fund – An Employee Benefit Fund may be established in order to specifically reserve General Fund amounts for the benefit of the District's employees. (unemployment compensation, early retirement, health insurance deductibles, etc.)

Bond Fund – This fund is used to record tax receipts and disbursements for the payment of bond principle and interest, and other related costs (i.e. investment interest, trustee fees, etc.)

Special Building Fund – This fund is established for acquiring or improving sites and buildings, including construction, alteration, or improvement of buildings. accounts for taxes levied and other revenue specifically maintained for acquiring or improving sites and buildings, including the construction, alteration, or improvements of buildings. The Board of Education may approve a budget with levy limitation of 14 cents per one hundred dollars of valuation may be established for this fund by a vote of the people within the District.

Activities Fund – This fund is used to account for assets held by the District and the related receipts and expenditures used in various school organizations and activities.

School Nutrition Fund – This fund is used to record the financial activities of the child nutrition programs.

Blended Component Unit

Columbus Educational Facilities Leasing Corporation – The Columbus Educational Facilities Leasing Corporation is the District's blended component unit. The Corporation was organized to construct the Kramer Education Center and then lease the building to the District. The transactions of the Corporation will include the rental income that will be paid from the District to the Corporation. The Corporation will also make payments on the money that was borrowed to finance the construction. The District considers the presentation of the Corporation equivalent to governmental capital projects and debt fund. See Note 16 for additional details.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fiduciary Fund Types:

Custodial Fund – The School District holds resources for the employees' Internal Revenue Service Section 125 flexible benefits plan in a custodial capacity.

5. Cash and Cash Equivalents – The District considers checking accounts, savings accounts, money market accounts and certificates of deposit as cash or cash equivalents.
6. Capital Assets – Capital assets are not recorded as assets on the government-wide or fund financial statements, and depreciation is not recognized. Purchases of capital assets are recorded as disbursements by function in the financial statements
7. Equity Classification –

Government-Wide Financial Statements – Equity is classified as net position and displayed in two components:

Restricted net position consists of net assets with constraints placed on the use either by external groups, such as creditors, contributors, or laws and regulations of other governments, or through constitutional provisions or enabling legislation.

Unrestricted net position consists of net assets that do not meet the definition of restricted.

It is the District's policy to use restricted net assets first, prior to the use of unrestricted net assets, when a disbursement is paid for purposes in which both restricted and unrestricted net assets are available.

Fund Financial Statements - Governmental fund equity is classified as fund balance

Fund Balance Classification – The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable – this classification includes amounts that cannot be spent because they either (a) are not in spendable form or (b) are legally or contractually required to be maintained intact.

Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws and regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

8. Equity Classification – Continued

Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purposes unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed to use in satisfying those contractual requirements.

Assigned – This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board delegating this responsibility to the District administrator through the budgetary process.

Unassigned – This classification includes the residual fund balance for the General Fund.

9. Interfund Balances and Activities – In the process of aggregating the financial information of the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.
10. Revenue Recognition – Property Taxes – Property taxes are levied by October 25 based on valuations as of April 1. Real estate taxes become due and attach as an enforceable lien on property as of January 1. Real estate and personal property taxes are payable in two installments and become delinquent on May 1 and September 1, following the levy date. The District recognizes collections received by the County Treasurer's office on their behalf as revenue. All other revenues are recognized when they are received, under the District's cash basis of accounting.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE B. CASH AND INVESTMENTS

Custodial Credit Risk is the risk that, in the event of bank failure, the District's deposits may not be returned. The District does not have an investment policy addressing custodial credit risk other than requirements set forth in state statute. At August 31, 2022, the carrying value of the School Districts deposits was \$9,332,285. The bank balances were \$9,627,262. \$1,191,533 was covered by FDIC, \$8,065,737 was covered by pledge collateral and \$369,992 was uninsured and uncollateralized.

State law requires that all bank balances be insured or collateralized by U.S. Government securities held by the District's third-party agent or the pledging financial institution's trust department in the name of the District. No attorney's opinion has been obtained regarding the enforceability of claims which might arise under the custodial arrangements.

Nebraska Statute 77, Article 23 covers the deposit and investment of public funds. The District may invest surplus funds in the following:

- U.S. Government Securities;
- Bonds and debentures issued by the Federal Land Bank, Intermediate Credit banks, Cooperative banks under the supervision of the Farm Credit Administration, and loan participation guaranteed by the Commodity Credit Corp;
- U.S. Treasury notes, bills, or certificates maturing within two years;
- Certificates of deposits; and
- In any securities in which the state investment officer is authorized to invest.

No deposits in excess of the amount insured by the Federal Deposit Insurance Corporation shall be allowed to accumulate in any financial institution unless:

- the financial institution gives a surety bond;
- the financial institution provides the District with securities as collateral on the excess funds; or
- the financial institution issues a joint custody receipt to the benefit of the District where a third party financial institution actually holds the security.

Investments - For financial reporting purposes, the District's investments are carried at cost, which approximates fair value due to the nature of the investments. As of August 31, 2022, the cost and fair market value of the District's investments was:

		<u>FMV</u>		<u>Cost</u>
General Fund	\$	3,281,567	\$	3,398,274
Special Building Fund		397,718		407,752
Bond Fund		<u>2,498,876</u>		<u>2,507,604</u>
Total Investments	\$	<u>6,178,161</u>	\$	<u>6,313,630</u>

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE B. CASH AND INVESTMENTS - CONTINUED

General Investment Principles - The Portfolio shall be invested with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims. Investments of the portfolio shall be properly diversified as to minimize the risk of loss, unless under the circumstances it is clearly prudent not to do so.

Investment Objective - The primary objective is the preservation of capital, with secondary emphasis on income and capital appreciation.

Marketability of Assets - The District requires that all Portfolio assets be invested in liquid securities, defined as securities that can be transacted quickly and efficiently for the Portfolio, with minimal impact on market price.

Investment Limitations - The District's investment policy permits the following investment types:

- Cash Equivalents
 - Treasury Bills
 - Money Market Funds
 - Commercial Paper
 - Banker's Acceptances
 - Repurchase Agreements
 - Certificates of Deposit
- Fixed Income Securities
 - U.S. Government and Agency Securities
 - Corporate Notes and Bonds
 - Convertible Notes and Bonds
 - Mortgage-Backed Securities
 - Asset-backed Securities
 - Preferred Stock
 - Taxable obligations of states and municipalities
- Other Securities
 - Securities not listed above with the specific prior approval of the District.

Investment Limitations - The District's investment policy imposes the following investment limitations:

- Prohibited Assets
 - Equity Securities
 - Commodities and Futures Contracts
 - Real Estate
 - Securities which may expose the Fund to a loss in excess of the amount invested in such security
- Prohibited Transactions
 - Short selling
 - Margin transactions

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2021

NOTE B. CASH AND INVESTMENTS - CONTINUED

- Fixed Income Portfolio Limitations
 - Fixed income assets may be invested only in investment grade bonds (rated BBB or equivalent or better) at time of purchase. Split-rated securities are governed by the lower rating.
 - The weighted-average credit quality of the overall portfolio shall be AA (or equivalent) or better.
 - Investments in commercial paper shall be rated A1 (or equivalent) or better.
 - Fixed Income securities of any one issuer (other than U.S. Government or Agency Securities) are limited to a maximum of 3% of the market value of the fixed income portfolio.
 - The fixed income portfolio shall maintain a duration within 1 year of the benchmark.

Investment Information - As of August 31, 2022, the District's investments included money market accounts, mutual funds, corporate bonds, commercial paper, government backed securities, US treasury notes, and mortgage backed securities. The quality rating for the District's investments ranged from US Government to not rated. Years to maturity on specific types of investments in the District's portfolio ranged from less than one year to greater than 20 years. As of August 31, 2022, none of the District's investment accounts were covered by FDIC insurance or pledged assets.

NOTE C. RETIREMENT PLAN

Plan Description – The District contributes to the Nebraska School Employees Retirement System, a cost-sharing, multi-employer defined benefit pension plan administered by the Nebraska Public Employee Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions. In 1945, the Nebraska Legislature enacted the law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2018, there were 265 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school employees in Nebraska, other than those who have their own retirement plans (Class V school districts, Nebraska State Colleges, University, and Community Colleges), are members of the plans.

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of a member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or 2) the monthly average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of two percent, and an actuarial factor based on age.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2021

NOTE C. RETIREMENT PLAN - CONTINUED

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or 2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of two percent, and an actuarial factor based on age.

Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later. Vested members are eligible to receive an unreduced retirement benefit at age 65.

A member's age will determine eligibility to begin receiving a monthly benefit and if those benefits are reduced or unreduced. Benefit calculations vary with early retirement. At ages 55 to 64, members who are in tier one, two, or three may qualify to receive unreduced benefits under the "Rule of 85" if the member's attained age plus creditable service equals 85 or greater. At ages 60 to 64, members may qualify to receive unreduced benefits under the tier four "Rule of 85" if the member's attained age plus creditable service equals 85 or greater.

For school employees who became members prior to July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or two and one-half percent. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75 percent of the purchasing power of the initial benefit.

For school employees who became members on or after July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or one percent. There is no purchasing power floor for employees who fall under this tier.

For the District's year ended August 31, 2022, the District's total payroll for all employees was \$31,923,201. Total covered payroll was \$30,062,216. Covered payroll refers to all compensation paid by the District to active employees by the plan.

Contributions – The State's contribution is based on an annual actuarial valuation. In addition, the State contributes an amount equal to two percent of the compensation of all members. This contribution is considered a nonemployer contribution since school employees are not employees of the State. The employee contribution was equal to 9.78 percent from July 1, 2020, to June 30, 2021 (and from July 1, 2021 through August 31, 2022). The school district (employer) contribution is 101 percent of the employee contribution. The District's contribution to the Plan for its year ended August 31, 2022 was \$2,969,486.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE C. RETIREMENT PLAN - CONTINUED

Pension Liabilities – At June 30, 2021, the District had a liability of \$(19,102,816) for its proportionate share of the net pension liability (this liability is not recorded in the accompanying cash basis financial statements). The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined using an actuarial valuation as of that date. The NPERS School Plan was 109.90% funded as of June 30, 2021, based on actuarial calculations comparing pension liability to the plan fiduciary net position. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined.

At June 30, 2021, the District's proportion was 1.118454%, which was a decrease from 1.126271% its proportion measured as of June 30, 2020. For the year ended June 30, 2021, the District's allocated pension expense was \$2,818,598.

Actuarial Assumptions – The total pension liability in the June 30, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation: 2.65%

Salary increases, including wage inflation: 3.15 – 13.15%

Cost of Living adjustment:

Members hired before July 1, 2013: 2.15% with a floor benefit equal to 75% purchasing power of original benefit

Members hired on/after July 1, 2013: 1% with no floor benefit

Investment Rate Return, net of investment expense, including inflation: 7.3%

The School Plan's pre-retirement mortality rates were based on the Pub-2010 General Members (above Median) Employee Mortality Table (100% of male rates, 95% of female rates), both male and female rates set back one year, projected generationally using MP-2019 modified to 75% of the Ultimate rates.

The school plan's disability mortality rates were based on the Pub-2010 Non-Safety Disabled Mortality Table (State Table).

The actuarial assumptions used in the July 1, 2021 valuations for the School Plan are based on the results of the most recent actuarial experience study, which covered the four-year period ending June 30, 2019. The experience study report is dated December 21, 2020.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE C. RETIREMENT PLAN – CONTINUED

The long-term expected real rate of return on pension plan investments was based upon the expected long-term investment returns provided by a consultant of the Nebraska Investment Council, who is responsible for investing the pension plan assets. The return assumptions were developed using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as June 30, 2021 (see the discussion of the pension plan's investment policy) are summarized below:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
U.S Equity	27.00%	4.50%
Global Equity	19.00%	5.30%
Non-U.S. Equity	11.50%	5.80%
Fixed Income	30.00%	0.70%
Private Equity	5.00%	7.40%
Real Estate	7.50%	4.20%
Total	100.00%	

*Arithmetic mean, net of investment expenses

Discount Rate – The discount rate used to measure the Total Pension Liability at June 30, 2021, was 7.3%. The discount rate is reviewed as part of the actuarial experience study, which was last performed for the period July 1, 2015, through June 30, 2019. The actuarial experience study is reviewed by the NPERS Board, which must vote to change the discount rate.

The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and contributions from employers and non-employers will be made at the contractually required rates, actuarially determined. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability. The projected future benefit payments for all current plan members were projected through 2120.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE C. RETIREMENT PLAN – CONTINUED

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate- The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.3%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.3%) or 1 percentage point higher (8.3%) than the current rate:

	<u>Discount Rate</u>	<u>District's proportionate share of net pension liability</u>
1% decrease	6.3%	\$6,461,157
Current discount rate	7.3%	\$(15,840,701)
1% increase	8.3%	\$(34,158,742)

Plan Fiduciary Net Position – Detailed information about the Plan's fiduciary net position is available in the separately issued Nebraska Public Employees Retirement Systems Plan financial report. NPERS issues a publicly available financial report that includes financial statements and required supplementary information for NPERS. That report may be obtained by writing to NPERS, P.O. Box 94816, Lincoln, NE 68509-4816, by calling 1-800-245-5712, or via the internet at http://www.auditors.nebraska.gov/APA_Reports.

NOTE D. PRIOR PERIOD ADJUSTMENT

Dure 2022, the District noted the an error in the Bond Fund, which resulted in an overstatement of fund balance. An adjustment was made which reduced beginning fund balance by \$526,371.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE E. LONG-TERM DEBT

Governmental activities long-term debt at August 31, 2022 consisted of the following

Bonds payable in the original amount of \$9,435,000 dated in 2012. Interest rates range from 0.20% to 2.50%. See the following schedule for principal and interest due. Final payment is due December 2022. \$ 935,000

Bonds payable in the original amount of \$50,540,000 dated in 2020. Interest rates range from 0.267% to 2.269%. See the following schedule for principal and interest due. Final payment is due December 2039. 49,550,000

Bonds payable in the original amount of \$49,915,000 dated in 2014. Interest rates range from 2.00% to 5.00%. See the following schedule for principal and interest due. Final payment is due December 2024. 5,020,000

The Columbus Educational Facilities Leasing Corporation entered into a Tax-Exempt Lease Revenue Educational Facilities Note. Series 2020, on November 10, 2020, to a regional bank for the construction of the Kramer Education Center. The original amount of the debt is \$5,000,000 with a fixed interest rate of 1.50%. The final payment is due November 1, 2027. 4,292,165

Total Long-Term Debt Outstanding \$59,797,165

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE E. LONG-TERM DEBT – CONTINUED

The following is a summary of long-term debt transactions of the District for the fiscal year ended August 31, 2022.

	Beginning Year	Issued	Retired	End of Year	Due Within One Year
2012 Issue	\$ 2,215,000	\$ -	\$ (1,280,000)	\$ 935,000	\$ 935,000
2014 Issue	5,635,000	-	(615,000)	5,020,000	1,000,000
2020 Issue	50,540,000	-	(990,000)	49,550,000	755,000
2020 Note	5,000,000	-	(707,835)	4,292,165	754,384
	<u>\$ 63,390,000</u>	<u>\$ -</u>	<u>\$ (3,592,835)</u>	<u>\$ 59,797,165</u>	<u>\$ 3,444,384</u>

The annual requirements to amortize all long-term debt outstanding at August 31, 2022, including interest payments, are as follows:

Year Ending August 31,	Principal	Interest	Total
2023	\$ 3,444,384	\$ 992,381	\$ 4,436,765
2024	3,500,743	925,061	4,425,804
2025	3,577,272	848,901	4,426,173
2026	3,653,975	793,796	4,447,771
2027	3,685,854	758,260	4,444,114
2028-2032	15,334,937	3,186,452	18,521,389
2033-2037	16,140,000	1,923,885	18,063,885
2038-2040	10,460,000	350,654	10,810,654
Total	<u>\$ 59,797,165</u>	<u>\$ 9,779,390</u>	<u>\$ 69,576,555</u>

There was a total of \$4,708,362 of debt service payments recorded on the Statement of Activities - Modified Cash Basis that consists of \$1,103,483 of bond interest, \$3,573,824 of bond principal and \$31,055 of fees for the fiscal year ended August 31, 2022. The payments on the General Obligation Bonds are liquidated by the Bond Fund. The payments on the Tax-Exempt Lease Revenue Educational Facilities Note will be paid by the Columbus Educational Facilities Leasing Corporation. As of August 31, 2022,

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE E. LONG-TERM DEBT - CONTINUED

During the current fiscal year ended August 31, 2021, the District had a new bond issue (Series 2020) for the partial refunding of the 2014 bond issue. \$43,680,000 was for the defeasance of the 2014 Issue. The remainder of the \$50,540,000 will be for interest payments. The District's unrefunded portion of the 2014 Issue is \$6,235,000. Per the original bond agreement, the 2014 series bonds cannot be paid off earlier than June 15, 2024. Thus, the new debt issued to partially refund the 2014 series bonds was a defeasance of debt. All of the proceeds from the new 2020 bond issue are held in escrow with BOK Financial. The escrow account will make the applicable principal and interest payments on the 2014 series bond. The District will continued paying the applicable principal and interest on the remaining \$5,020,000 balance. The escrow account will make the final payment to payoff the remaining balance of the 2014 series as of June 15, 2024.

As of August 31, 2021, the principal amount of defeased debt held in the escrow account with BOK Financial is \$43,680,000. The total interest savings on the partial refunding of debt is \$13,939,388. The issuance of the new debt as well as the defeasance of the 2014 bonds is not reflected on the Government Wide or Governmental Fund financial statements.

NOTE F. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the year, the District carried commercial insurance for general liability, public official's liability, property coverage, and workers' compensation coverage. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE G. CONTINGENCIES

State and Federal Programs – The District participates in numerous State and Federal Grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the District has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the ability to collect any related receipt after August 31, 2022 may be impaired. In the opinion of the District, there are no significant contingencies related to the rules and regulations governing the respective grants.

NOTE H. BUDGET PROCESS AND PROPERTY TAXES

The District follows these procedures in establishing the budgetary data reflected in the accompanying financial statements:

1. The Superintendent submits to the Board of Education a proposed operating budget for the fiscal year commencing the following September 1. The operating budget includes proposed expenditures and the means of financing them. The budget is prepared on the cash basis, the statutory basis for Nebraska School Districts.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE H. BUDGET PROCESS AND PROPERTY TAXES - CONTINUED

2. Public hearings are conducted at a public meeting to obtain taxpayer comments. Prior to September 20, the budget is legally adopted by the Board of Education through passage of a resolution. Total Expenditures may not legally exceed total appropriations. Appropriations lapse at year end, and any revisions require Board approval. The budget was not amended in the past year.
2. The property tax requirement resulting from the budget process is utilized by the County Assessor to establish the tax levy by October 25, which attaches as an enforceable lien on property within the District as of January 1, and is due as of that date. All unpaid taxes are delinquent as of September 1. The County collects property taxes and remits to the District monthly. District property tax revenue is recognized when received by the County Treasurer.

NOTE I. SERVICE CONCESSION AGREEMENT

The District has entered into an agreement with a third party vendor to operate their food service programs. The Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods. Either party may terminate the Contract at any time upon 60 days prior written notice to the other party. The third party vendor has started operating the food service programs for the school year beginning August 2017. This contract was renewed for the school year beginning September 2021.

NOTE J. LEASES

The District has entered into a noncancelable operating lease agreement for the use of equipment. hardware and software. from Hewlett-Packard Financial Services Company for four years. The lease expense will be an annual amount with payment due September 1st.

On September 1, 2017, the District entered into an operating lease agreement with Eakes Office Solutions for the use of printers and copiers. The lease has a 60 month lease term.

On April 15, 2019, the District entered into an operating lease agreement with Apple, Inc. for the use of computer hardware. The term of the lease is 4 years, with the remaining payments due annually.

On August 15, 2021, the District entered into a 4 year operating lease agreement with KS State Bank for the lease purchase of two 2021 Supercoach XL passenger buses. The first lease payment was due immediately upon signing of the lease which totaled \$156,728. The remaining lease payments are due annually. Upon thirty days written notice, the District shall have the option to pay, in addition to the contract payment, the purchase option price. If the District chooses to pay the option price, KS State Bank will transfer all titles and rights in the buses to the District.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE J. LEASES - CONTINUED

On November 10, 2020, the District entered into a 7 year operating lease purchase agreement with the Columbus Educational Facilities Leasing Corporation for the Kramer Education Center. The annual lease payments vary based on the Corporation's repayment schedule of its note with the regional bank that financed the note. Prepayment in total, not in part, is allowed on any payment date on or after November 30, 2022 for total remaining principal and accrued interest. During the fiscal year ended August 31, 2022, no payments were made on the lease and the remaining balance on the lease is \$5,303,666. The Special Building Fund will make the payments on this lease.

The total lease expense for the year ended August 31, 2022 is \$236,728.

The following is a schedule of future minimum lease payments under the above operating leases as of August 31, 2022:

2023	\$ 1,052,676
2024	972,677
2025	972,677
2026	815,949
2027	815,949
2028	407,974
	<u>\$ 5,037,902</u>

NOTE K. INTERFUND TRANSFERS

Other Financing Sources Transfers In/Out consists of the following

<u>Fund</u>	<u>Transfers In</u>	<u>Transfer Out</u>	<u>Purpose</u>
Activities Fund	\$ 79,000	\$ -	To support student activities
General Fund	\$ -	\$ 79,000	To support student activities
Depreciation Fund	\$ 87,474	\$ -	To finance future capital purchases
General Fund	\$ -	\$ 87,474	To finance future capital purchases

NOTE L. COMMITMENTS

Compensated Absences - As a result of the School District's use of the modified cash basis of accounting, accrued liabilities related to compensated absences and any employer-related costs earned and unpaid, are not reflected in the government-wide or fund financial statements. No payment is made to staff members for unused sick leave upon resignation, retirement, or termination. The amount expected to be paid from current resources is immaterial for compensated absences.

Columbus Public Schools
Platte County, Nebraska
NOTES TO FINANCIAL STATEMENTS - CONTINUED
For the year ended August 31, 2022

NOTE L. COMMITMENTS - CONTINUED

Construction Commitments

As of November 10, 2020, the District committed to spending \$5,000,000 to update the Kramer Education Center for future use. As of August 31, 2021, the project was under construction. The \$5,000,000 will be spent by the Columbus Educational Facilities Leasing Corporation which the District will then establish a lease-purchase agreement with the Leasing Corporation. As of the fiscal year ended August 31, 2022, the District had spent the \$5,000,000 on the Kramer project.

NOTE M. COLUMBUS EDUCATIONAL FACILITIES LEASING CORPORATION

On October 9, 2019, the Board of Education approved the creation of the Columbus Educational Facilities Leasing Corporation (the Corporation) to assist the District with its goals to construct the Kramer Education Center. The Corporation was structured as a not-for-profit corporation with the District appointing the Districts Superintendent, Board President, the Board Vice President, and another Board member as the initial members of the governing board of the Corporation. The Corporation is considered an affiliate of the District and, therefore, the Corporation does not have an information return filing requirement and it gets to utilize the Districts identifying number.

As noted in Note D, the Corporation entered into a loan agreement on November 10, 2020, with a regional bank in the amount of \$5,000,000. The loan will be used for construction on the Kramer Education Center. The loan carries a 1.50% fixed interest rate and semiannual payments are due starting on November 1, 2021 with the final payment on November 1, 2027. The future payments on the loan are included in Note 5. The Corporation will make payments on the loan from the lease receipts collected from the District. The entire \$5,000,000 of loan proceeds was transferred to the Districts Special Building Fund to facilitate the construction.

Also on November 10, 2020, the Corporation entered into a lease-purchase agreement with the District for use of the Kramer Education Center facility. See Note I for additional details of the lease purchase agreement.

NOTE N. SUBSEQUENT EVENTS

A review of events was made from the year end August 31, 2022 to the date of this report that may have required an adjustment to, or inclusion in, the financial statements. The District and the Columbus Leasing Corporation entered into a Lease Purchase Agreement dated September 1, 2022, in the amount of \$3,750,000 for the construction of a pre-school and daycare facility called the Kramer Education Center.

NOTE O. LETTER OF CREDIT

As of August 31, 2022, the District had an unused letter of credit with a regional bank in which \$5,300,000 could be borrowed. There were no draws on the letter of credit during the current year. As of August 31, 2022, there was no outstanding balance on this letter of credit.

SUPPLEMENTAL INFORMATION

Columbus Public Schools
Platte County School District No. 1
GENERAL FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
CASH RECEIPTS		
Local Sources		
1100 Taxes levied	\$ 21,651,514	\$ 22,715,280
1115 Carline taxes	20,135	19,500
1125 Motor Vehicle Tax	2,242,563	2,130,000
1312 Tuition from Individuals for Summer School	5,200	35,000
1323 Tuition from other school districts within the state - SPED	43,500	-
1510 Interest on Investments	58,504	90,000
1540 Investment income from real property	28,828	-
1800 Revenue from community services activities	66,649	60,000
1910 Rental of School Equipment, Property, Facilities	9,807	-
1911 Other local license fees	15,710	25,000
1990 Other miscellaneous local revenue	539	-
Total local sources	24,142,949	25,074,780
Intermediate Sources		
2110 County fines and licenses	198,520	155,000
2130 Other county receipts	1,747	-
Total intermediate sources	200,267	-
State Sources		
3110 State Aid	18,184,815	18,184,815
3120 Special Education (School Age)	2,412,048	2,242,899
3125 Special Education Transportation (School Age)	-	120,000
3130 Homestead exemption	9,322	-
3131 Property Tax Credit	1,213,588	-
3132 Personal Property Tax Credit	-	-
3133 Nameplate Capacity Tax	-	-
3155 Textbook loan	54,302	12,000
3180 Pro-Rate Motor Vehicle	63,797	50,000
3400 State Apportionment	562,771	500,000
3535 High Ability Learners	26,180	25,000
3540 State early childhood	188,173	512,412
3541 Early childhood endowment grants	176,870	-
3590 Extended learning opportunity grants	4,147	-
3599 State categorical programs - other	10,850	-
3995 Presidential declared disaster aid	25,000	-
Total State Sources	22,931,863	21,647,126

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
GENERAL FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
Federal Sources		
4421 IDEA Part-B (611) ARP-Base & Enrollment Poverty Allocation	107,211	-
4423 IDEA Part B ARP Proportionate Share	8,779	-
4505 ESSA Title 1, Part A: Improving Basic Programs Operated by LEA	672,787	869,844
4509 ESSA Title II, Part A Supporting Effective Instruction	136,074	-
4516 IDEA Preschool: (619) Base/IDEA Enrollment Poverty Allocation	22,653	
4518 IDEA Part B(611) Base & Enrollment Poverty Allocation	1,386,155	993,280
4521 IDEA Part B: Proportionate Share	142,030	
4524 Other Federal Receipts - Non-Categorical	419,274	
4525 Vocational Education	-	48,723
4526 ESSA Title I, Part C: Education of Migratory Children	198,133	249,163
4527 ESSA Title III Part A: English Language Acquisition, Enhancement	110,943	-
4528 ESSA Title III: Immigrant Education	22,389	-
4530 Other Federal Catagorical Receipts	2,790	-
4531 ESSA Title IV, Part B: 21st Century Community Learning Centers	149,163	-
4708 Medicaid in Public Schools	153,393	20,000
4969 ESSA Title IV-A: Student Support and Academic Enrichment	61,944	-
4995 Presidential Declared Disaster Aid	155,937	1,799,156
4996 Elementary & Secondary School Emergency Relief	28,978	-
Total federal sources	<u>3,778,633</u>	<u>3,980,166</u>
Non-Revenue Receipts		
5301 Insurance Adjustments	-	-
5690 Other non-revenue receipts	14,912	-
Total non-revenue reciepts	<u>14,912</u>	<u>-</u>
Total Receipts	<u>51,068,624</u>	<u>50,702,072</u>

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
GENERAL FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
DISBURSEMENTS		
Program		
1100 Instruction	26,188,539	26,963,774
2100 Support Services - Student	4,114,721	4,124,098
2200 Support Services - Instructional Staff	2,744,433	3,300,000
2300 Support Services - General Administration	611,311	655,125
2400 Support Services - Office of the Principal	2,503,866	2,586,979
2500 Support Services - Central Services	1,985,112	2,475,886
2600 Support Services - Maintenance and Operations	3,891,809	4,411,663
2700 Student Transportation	797,015	1,071,493
2900 Other Support Services	4,000	-
3300 Community Service Operations	71,100	505,220
3500 Private & State Categorical Programs	539,799	643,626
4000 Facilities	1,945,234	1,935,960
6000 Federal programs	4,295,535	5,121,850
8000 Transfers	79,000	-
Total disbursements	<u>49,771,474</u>	<u>53,795,674</u>
Cash Receipts Over (Under) Disbursements	1,297,150	<u>\$ (3,093,602)</u>
Beginning Bank Balances	6,321,214	
Beginning Balances at County Treasurer	3,696,609	
Fund Balance, Beginning of Year	<u>10,017,823</u>	
Ending Bank Balances	7,167,280	
Ending Balances at County Treasurer	4,147,693	
Fund Balance, End of Year	<u>\$ 11,314,973</u>	

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
DEPRECIATION FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
CASH RECEIPTS		
1510 Interest	\$ 20,586	\$ 30,000
1920 Contributions and donations from private sources	53,833	
3400 State apportionment	25,000	
5200 Fund transfers in	87,474	-
Total cash receipts	<u>186,893</u>	<u>30,000</u>
CASH DISBURSEMENTS		
2000 Support Services	87,986	2,308,967
Total cash disbursements	<u>87,986</u>	<u>2,308,967</u>
Cash Receipts Over (Under) Disbursements	98,907	<u><u>\$ (2,278,967)</u></u>
Fund Balance, Beginning of Year	<u>2,257,236</u>	
Fund Balance, End of Year	<u><u>\$ 2,356,143</u></u>	

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
ACTIVITIES FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
CASH RECEIPTS		
1510 Interest	\$ 1,046	\$ -
1740 Fees	46,766	200,000
1790 Other activity income	970,807	
5200 Fund transfers in	79,000	79,000
Total cash receipts	<u>1,097,619</u>	<u>279,000</u>
CASH DISBURSEMENTS		
2900 Activity Disbursements	851,868	1,479,000
	<u>851,868</u>	<u>1,479,000</u>
Cash Receipts Over (Under) Disbursements	245,751	<u>(1,200,000)</u>
Fund Balance, Beginning of Year	<u>1,452,365</u>	
Fund Balance, End of Year	<u>\$ 1,698,116</u>	

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
SCHOOL NUTRITION FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
CASH RECEIPTS		
1510 Interest	\$ 6,997	\$ -
1611 School Lunch Program	102,048	85,000
1612 School Breakfast Program	16,828	-
1620 Non-reimbursable programs	68,435	-
1650 Summer Food Programs	734	-
1990 Other miscellaneous local revenue	39	-
3150 State Reimbursement	34,334	14,000
4210 Federal Reimbursement	2,440,191	2,330,577
Total cash receipts	<u>2,669,606</u>	<u>2,429,577</u>
CASH DISBURSEMENTS		
3100 Food service operations	<u>2,284,572</u>	<u>2,835,986</u>
Total cash disbursements	<u>2,284,572</u>	<u>2,835,986</u>
Cash Receipts Over (Under) Disbursements	385,034	<u>\$ (406,409)</u>
Fund Balance, Beginning of Year	<u>442,039</u>	
Fund Balance, End of Year	<u>\$ 827,073</u>	

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
BOND FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
CASH RECEIPTS		
1100 Taxes Levied/Assessed by School District	\$ 4,170,610	\$ 3,981,221
1510 Interest	7,967	-
Total cash receipts	<u>4,178,577</u>	<u>3,981,221</u>
CASH DISBURSEMENTS		
5000 Debt service	<u>3,877,546</u>	<u>3,995,223</u>
Total cash disbursements	<u>3,877,546</u>	<u>3,995,223</u>
Cash Receipts Over (Under) Disbursements	301,031	<u><u>\$ (14,002)</u></u>
Beginning bank balance	2,198,338	
Beginning balances at County Treasurer	680,365	
Fund Balance, Beginning of Year	<u>2,878,703</u>	
Prior Period Adjustment	(526,371)	
Beginning bank balance, as restated	1,671,967	
Beginning balances at County Treasurer	680,365	
Fund Balance, Beginning of Year, as restated	<u>2,352,332</u>	
Ending bank balance	2,498,876	
Ending balances at County Treasurer	154,487	
Fund Balance, End of Year	<u><u>\$ 2,653,363</u></u>	

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County School District No. 1
SPECIAL BUILDING FUND
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - MODIFIED CASH BASIS
For the Year Ended August 31, 2022

	Actual	Original Budget
CASH RECEIPTS		
1100 Taxes Levied/Assessed by School District	\$ 1,269,802	1,256,560
1510 Interest	20,705	15,000
Total cash receipts	<u>1,290,507</u>	<u>1,271,560</u>
CASH DISBURSEMENTS		
4200 Land improvement	3,407	1,425,960
4700 Building Improvements	3,744,027	4,840,193
4900 Other facilities acquisition and construction	13,427	95,145
5000 Debt Service	830,816	815,949
Total cash disbursements	<u>4,591,677</u>	<u>7,177,247</u>
Cash Receipts Over (Under) Disbursements	(3,301,170)	<u>\$ (5,905,687)</u>
Beginning bank balance	5,730,843	
Beginning balances at County Treasurer	193,217	
Fund Balance, Beginning of Year	<u>5,924,060</u>	
Ending bank balance	1,011,356	
Ending balances at County Treasurer	1,611,534	
Fund Balance, End of Year	<u>\$ 2,622,890</u>	

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County, Nebraska
NOTES TO OTHER SUPPLEMENTARY SCHEDULES –
BUDGETARY COMPARISON SCHEDULES
For the year ended August 31, 2022

NOTE A. BUDGETARY ACCOUNTING

The District prepares its budget for the Governmental Funds and Fiduciary Funds on the cash basis of accounting. This basis is consistent with the basis of accounting used in presenting the basic financial statements. Under the method of accounting, all unexpended appropriations lapse at the end of the budget year.

The term “Budgetary Fund Balance” used in these supplementary schedules is synonymous with the terms “Fund Balance – Cash Basis” used in the basic financial statements.

NOTE B. BUDGET LAW

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the cash basis of accounting. Total expenditures for each fund may not exceed the total budgeted expenditures. The General Fund is also subject to a total non-special education expenditures limit. Appropriations for expenditures lapse at year-end. Any revisions to the adopted budget of total expenditures to any fund require a public hearing.

NOTE C. PRESENTATION

Governmental Accounting Standards requires that for reporting purposes, the General fund include all activity of funds that do not generate a significant amount of revenues from outside sources. Therefore, in the fund financial statements, Employee Benefit Fund and Depreciation Fund has been included in the General Fund since their revenues are mainly derived from transfers from the General Fund. However, since the Employee Benefit Fund and Depreciation Fund are required by State Law to adopt their own Budget and therefore, the respective budgetary schedules have been included here.

Columbus Public Schools
District No. 1, Platte County
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended August 31, 2022

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass Through Grantor Number	Federal Expenditures
<u>U.S. Department of Agriculture</u>			
Pass-through Nebraska Department of Education			
Child Nutrition Cluster:			
School Nutrition Program			
School Breakfast Program	10.553	71-001	227,410
Fruit/Vegetable Program	10.582	71-001	34,334
National School Lunch Program	10.555	71-001	2,160,623
Special Milk Program for Children	10.556	71-001	2,605
Summer Food Service Program for Children	10.559	71-001	50,233
Total U.S. Department of Agriculture			2,475,205
Passed through State Department of Health and Human Services			
Food Distribution Program	10.555	71-001	155,133
<u>U.S. Federal Communications Commissions</u>			
Direct Funding			
Emergency Connectivity Fund Program	32.009		419,274
<u>U.S. Department of Homeland Security</u>			
Direct Funding			
Disaster Grants - Public Assistance	97.036		155,937
<u>U.S. Department of Education</u>			
Direct Programs			
ESSER - Covid Relief Funds	84.425D		1,413,248
<u>U.S. Department of Education</u>			
Pass-through Nebraska Department of Education			
Title I, Part A Improving Basic Programs	84.010	71-0001	654,017
Title I, Part A Support for Improvement	84.010	71-0001	18,770
Career/Technical Education - Basic Grants	84.048	71-0001	198,133
Rural Education Achievement Program	84.358	71-001	14,320
Title II, Part A Supporting Effective Instruction	84.367	71-0001	136,074
Title III - LEP and Immigrants Grants	84.365	71-0001	133,332
Title IV, Part B NCLB 21st Century	84.287	71-0001	149,163
Title IV, Part A Student Support and Academic Enrichment	84.424	71-0001	61,944

The notes are an integral part of these financial statements.

Columbus Public Schools
District No. 1, Platte County
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - CONTINUED
For the Year Ended August 31, 2022

U.S. Department of Education

Pass-through Nebraska Department of Education

Special Education Cluster (IDEA)

IDEA Preschool	84.173	71-0001	5,907

IDEA Base/Enrollment/Poverty	84.027	71-0001	1,660,921

Total pass-through			3,032,581

Total U.S. Department of Education			4,445,829

U.S. Department of Health and Human Resources

Pass-through Nebraska Department of Education

Improving Student Health and Academic Achievement through

Nutrition	93.981	71-0001	2,790

Pass-through Nebraska Department of Health and Human Services

Human Resources

Medicaid Cluster:

Medicaid in Public Schools	93.778	47-6004811	153,393

Total U.S. Department of Health and Human Services			156,183

Total Expenditures of Federal Awards			\$ 7,807,561

The notes are an integral part of these financial statements.

Columbus Public Schools
Platte County, Nebraska
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
OTHER SUPPLEMENTARY SCHEDULES –
BUDGETARY COMPARISON SCHEDULES
For the year ended August 31, 2022

NOTE A. BASIS OF PRESENTATION

The schedule of expenditures of federal awards on the previous page includes the federal grant activity of Columbus Public Schools and is presented on the cash basis of accounting. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented in , or used in the preparation of the basic financial statements

NOTE B. SUBRECIPIENTS

There are no subrecipients to the federal awards of Columbus Public Schools, Platte County, Nebraska.

NOTE C. FOOD DISTRIBUTION

Nonmonetary assistance is reported in the schedule at fair market value of the commodities received and disbursed.

Columbus Public Schools
Platte County, Nebraska
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the year ended August 31, 2022

SUMMARY OF AUDIT RESULTS

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting

Material weakness(es) identified? No

Significant deficiencies identified? No

Noncompliance material to financial statements noted? No

Federal Awards

Internal control over major programs? No

Significant deficiencies identified? No

Type of auditor's report issued on compliance for major programs: Unmodified

Any findings disclosed that are required to be reported in accordance 2 CFR section 200.516(a)? No

Major Programs: Child Nutrition Cluster CFDA 10.553, 10.555, 10.559 and Education Stabilization Fund 84.425

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? No

**Porter & Company, PC
4111 Floyd Boulevard
Sioux City, IA 51108
(712) 239-0536**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Education
Columbus Public Schools,
Platte County, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Columbus Public Schools, as of and for the year ended August 31, 2022, and the related notes to the financial statements, which collectively comprise District's basic financial statements, and have issued our report thereon dated September June 16, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

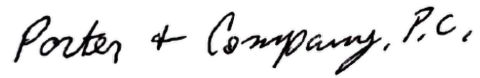
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Porter & Company, P.C." in a cursive script.

Porter & Company, PC

Sioux City, Iowa

June 16, 2022

Porter & Company, PC
4111 Floyd Boulevard
Sioux City, IA 51108
(712) 239-0536

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Columbus Public Schools,
Platte County, Nebraska

Report on Compliance for Each Major Federal Program
Opinion on Each Major Federal Program

We have audited Columbus Public School's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of District's major federal programs for the year ended August 31, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).^j Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of District's compliance with the compliance requirements referred to above.

Responsibilities of Management

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Porter & Company, P.C.

Porter & Company, PC
Sioux City, Iowa
June 16, 2023



June 16, 2023

Platte County School District No. 1
Columbus Public Schools
2508 27th St.
Columbus, Nebraska 68601

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Columbus Public Schools, Platte County School District No. 1, for the year ended August 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. I have communicated such information in my letter dated August 1, 2022, and through oral communications during audit fieldwork. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices – The Board as management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note A to the financial statements. Other than items described in Note A, no new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended August 31, 2022. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. There were no significant audit findings reported.

Difficulties Encountered in Performing the Audit – We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements – Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management – For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report no such disagreements arose during the course of the audit.



Management Representations – We have requested certain representations from management that are included in the management representation letter dated June 16, 2022.

Management Consultations with Other Independent Accountants – In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the District’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those financial statements, professional standards require the consulting accounting to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues – We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District’s auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition of our retention.

Supplemental information in Documents Containing Audited Financial Statements

With respect to the other information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles used in the preparation of the financial statements, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the School Board and management of Allen Consolidated Schools and is not intended to be and should not be used by anyone other than these specified parties.

Very Truly Yours

Porter & Company, P.C.

Porter & Company, P.C.
Sioux City, IA 51108



Service Order

Customer Name and Contact Information

Name: Columbus Public Schools

Address: PO Box 947 Columbus, NE 68602

Customer Primary Point of Contact

Name: Jason Harris

Email Address: harrisj@discoverers.org

Customer Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Mike Lowers

Email Address: mike.lowers@presencelearning.com



Service Order

This Service Order ("Service Order") is hereby attached and made part of the Agreement between PresenceLearning, Inc. ("Presence") and the undersigned customer. Capitalized terms not defined in this Service Order shall have the meaning set forth in the Agreement. To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern.

Weekly Dedicated Hours

Weekly Dedicated Hours:SLP Services	120	hours per week
Cost per hour:\$68.00		

Weekly Dedicated Hours:-	-	hours per week
Cost per hour: -		

Weekly Dedicated Hours: -	-	hours per week
Cost per hour: -		

Order Term: 8/15/23 - 5/19/24

School Service Weeks: 34

Total Estimated Clinical Service Fees: \$274,178.00

Program Implementation Fee (one-time up-front): \$8,225.00

Service Coordination Fee:

(Invoiced monthly starting in 2nd month of the Service Order Term) **2.5 % of Monthly Clinical Services Fees**

Estimated Annual Service Coordination Fee: \$6,120.00

(For illustrative purposes only)

[Continues on the next page]

1. SLP Assessments

Service	Price per Service
Screening by SLP	\$75.00
Bilingual Screening by SLP	\$125.00
Evaluation Coordination and Reporting by SLP	\$265.00
Evaluation Coordination and Reporting by Bilingual SLP	\$300.00
Review of Records by SLP	\$125.00
Articulation Standard Assessment by SLP	\$110.00
Auditory Processing Select Index by SLP	\$120.00
Classroom Observation by SLP	\$95.00
Early Childhood Language Assessment by SLP	\$165.00
Fluency Standard Assessment by SLP	\$150.00
Language Select Subtests by SLP	\$73.00
Language Standard Assessment by SLP	\$215.00
Pragmatic Language Standard Assessment by SLP	\$125.00
Phonological Process Analysis Select Subtests by SLP	\$63.00
Phonological Processing Assessment by SLP	\$110.00
Supplemental Speech- Language Screener by SLP	\$58.00
Spanish Language Standard Assessment by SLP	\$215.00
Spanish Language Select Subtests by SLP	\$90.00
Spanish Auditory Processing Select Subtests by SLP	\$122.00
Additional Bilingual Assessment Component by SLP	\$90.00
Spanish Articulation Measures (SAM) by SLP	\$85.00
Spanish Articulation Standard Assessment by SLP	\$100.00
Bilingual Evaluation: Special Considerations	\$33.00
AAC Evaluation: Special Considerations	\$33.00
AAC: Device Analysis	\$63.00
AAC: Device Trial	\$33.00
AAC: Feature Matching Trials	\$33.00
Desired Results Development Profile Component- DRDP (CA only)	\$125.00
Rating Scale Assessment by SLP	\$125.00
Speech-Language Sample by SLP	\$125.00
Additional Language Subtest by SLP	\$73.00
Extended Coordination by SLP	\$63.00
Language Difference vs. Disorder Analysis by SLP	\$94.00
Unplanned Student Absence SLP	\$50.00
Parent Interview by SLP	\$63.00
Student Interview by SLP	\$63.00
Teacher Interview by SLP	\$63.00
Results Meeting	\$125.00

2. OT Assessments

Service	Price per Service
Screening by OT	\$73.00
Evaluation Coordination and Reporting by OT	\$265.00
Review of Records by OT	\$124.00
Classroom Observation by OT	\$93.00
Standard School-Related-ADL Assessment by OT	\$97.00
Standard Sensory Processing Assessment by OT	\$30.00

Standard Motor Skills Assessment by OT	\$123.00
Standard Visual Perception Assessment by OT	\$97.00
Standard Preschool Assessment by OT	\$153.00
Additional Assessment Component by OT	\$73.00
Extended Coordination by OT	\$63.00
Informal Fine Motor Assessment by OT	\$80.00
Unplanned Student Absence OT	\$50.00
Parent Interview by OT	\$63.00
Student Interview by OT	\$63.00
Teacher Interview by OT	\$63.00
Results Meeting	\$124.00

3. BMH Assessments

Service	Price per Service
Screening by MHP/Ed Diag	\$143.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	\$295.00
Review of Records by MHP/Ed Diag	\$233.00
Rating Scale Assessment by MHP/Ed Diag	\$190.00
Classroom Observation by MHP/ Ed Diag	\$133.00
Additional Assessment by MHP/Ed Diag	\$235.00
Additional Requested Meetings by MHP/Ed Diag	\$68.00
Additional Requested Paperwork by MHP/Ed Diag	\$68.00
Functional Behavior Assessment by MHP/Ed Diag	\$355.00
Intervention Data Analysis by MHP/Ed Diag	\$68.00
Parent Interview by MHP/Ed Diag	\$68.00
Student Interview by MHP/Ed Diag	\$68.00
Teacher Interview by MHP/Ed Diag	\$68.00
Results Meeting	\$110.00
Extended Coordination by MHP/Ed Diag	\$68.00
Unplanned Student Absence MHP/Ed Diag	\$75.00

4. Psychoeducational Assessments

Service	Price per Service
Evaluation Coordination and Reporting by MHP/ Ed Diag	\$295.00
Review of Records by MHP/Ed Diag	\$235.00
Cognitive Select Subtests	\$155.00
Processing Select Subtests by MHP/Ed Diag	\$165.00
Achievement Select Subtests	\$118.00
Rating Scale Assessment by MHP/Ed Diag	\$175.00
Classroom Observation by MHP/ Ed Diag	\$133.00
Achievement Standard Battery	\$233.00
Long Cognitive Battery	\$300.00
Additional Assessment by MHP/Ed Diag	\$260.00
Processing Standard Battery	\$300.00
Additional Requested Meetings by MHP/Ed Diag	\$68.00
Schoolwide Consultation	\$78.00 per hour

Short Cognitive Battery	\$150.00
Spanish Select Subtests by MHP/Ed Diag	\$272.00
Spanish Battery	\$378.00
Screening by MHP/Ed Diag	\$133.00
Additional Requested Paperwork by MHP/Ed Diag	\$68.00
Functional Behavior Assessment by MHP/ Ed Diag	\$355.00
Intervention Data Analysis by MHP/Ed Diag	\$68.00
Extended Coordination by MHP/Ed Diag	\$68.00
Results Meeting	\$110.00
Parent Interview by MHP/ Ed Diag	\$68.00
Student Interview by MHP/Ed Diag	\$68.00
Teacher Interview by MHP/Ed Diag	\$68.00
Unplanned Student Absence MHP/Ed Diag	\$75.00

Document Camera	\$90.00 (each)

Assessments Commitment	(50) SLP initial at listed rate(s)
Psychoeducational Assessment Commitment	

Approved and Agreed:

PresenceLearning, Inc.

Customer: Columbus Public Schools

By:

By:

Name:

Name:

Jason Harris

Title:

Title:

Date:

Date:

RESET



MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each of Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

1. Structure of the Agreement. This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Schedule or Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).

2. Fee and Payment Terms. Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the Services being purchased. Fees are due and payable thirty (30) calendar days from date of invoice, unless specified otherwise in a Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.

3. Term; Termination; Effects of Termination.

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

4. Services and Platform; Platform Specifications.

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see tech specifications at (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). Customer may purchase necessary equipment from Presence pursuant to the terms and conditions set forth on the Equipment Schedule.

4.3. Platform Restrictions.

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend Customer's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer or its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

5. Parties' Proprietary Rights; Use of Customer Intellectual Property; Removal of Content; Other Rights.

5.1. Presence Proprietary Rights. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence (collectively, "Presence Intellectual Property").

5.2. Other Rights. Customer grants to Presence the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying Presence in writing.

6. Confidentiality.

6.1. Confidential Information. All information disclosed by one Party (in such capacity, the “Disclosing Party”) to the other Party (in such capacity, the “Receiving Party”) during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be “Confidential Information.”

6.2. Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party’s lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information.

6.3. Nondisclosure. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, “Representatives”) who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 6.3 by any of such Parties’ Representatives.

7. Clinician Conversion; Conversion Fee.

7.1. Clinician Conversion. During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 7.

7.2. Conversion Fee. During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

8. Customer Data; State Privacy Laws; FERPA; HIPAA.

8.1. Customer Data. Customer retains all rights, in and to all data, files, information, provided by Customer or its authorized users to Presence (“Customer Data”). During the Term, Customer grants to Presence, solely in connection with Presence’s performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

8.2. State Privacy Laws. Presence is, and at all times has been, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

8.3. FERPA. In connection with the performance of Services, Presence may have access to education records (“FERPA Records”) that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations (“FERPA”). To the extent that Presence has access to FERPA Records, Presence is deemed a “school official” and may use FERPA Records solely for the specific “legitimate educational purposes” as defined under FERPA. Student records that are disclosed to Presence by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under the HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy

Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records. Presence’s FERPA policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

8.4. **HIPAA.** In connection with the performance of Services, Presence may have access to certain “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

9. Indemnification.

9.1. **Indemnification by Customer.** Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer’s or its authorized users’ illegal behavior or conduct (collectively, “Presence Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

9.2. **Indemnification by Presence.** Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney’s fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence’s activities and obligations under this Agreement (collectively, “Customer Indemnifiable Claims”), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

9.3. **Conditions of Indemnification.** The obligations set forth in Sections 9.1 and 9.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

10. Limitation of Liability.

10.1. **DAMAGE DISCLAIMER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **GENERAL DAMAGE CAP.** IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

11. **Disclaimer of Warranties.** Except as otherwise set forth herein, the Services and Platform are provided “as is” without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer’s requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer’s use of the Platform. Customer understands that Customer’s use

and access to the Platform is at Customer's own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, deletion of the materials.

12. Representations and Warranties.

12.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform's necessary specifications and functionality and found it suitable for Customer's needs.

12.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

13. Miscellaneous.

13.1. Compliance with Laws. Each Party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

13.2. Competitors. Customer agrees, and will ensure its Authorized Users' and student's compliance, to not share or make available the Platform or Presence Property to a competitor of Presence.

13.3. Survival. Sections 2, 4.3, 5.1, 9 –11, and 13 will survive expiration or termination of this Agreement.

13.4. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

13.5. Third Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

13.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Presence and any attempt to do so will be null and void. Presence may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

13.7. Force Majeure. Neither Party shall be liable for failing or delaying performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users, student users, or any other third party, or for the transmission of data between Customer's authorized users or student users and the Platform.

13.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

13.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

13.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

13.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

13.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

13.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PRESENCELEARNING, INC:	CUSTOMER:
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: <u>Jason Harris</u> Title: _____ Date: _____

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between Presence and Customer and lists the terms and conditions upon which Customer may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. Customer may, at Customer’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer’s possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer’s student once it has been used.

3. OT Kits. Customer may purchase Occupational Therapy Kits (each, an “OT Kit”) for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. Delivery and Delivery Address; Title; Risk of Loss.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that

will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to Customer.

4.2 **FOB.** Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 **Delivery Dates.** All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. **Disclaimer of Warranty.** Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

8. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule (“Clinical Service Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. Clinical Services. This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings via the Platform (collectively, “Clinical Services”).

2. Fee and Payment Terms. Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer’s student users and staff (collectively, “Authorized Users”).

2.1. Weekly Dedicated Hours. Beginning on a mutually agreed date through the end of the Service Order Term, Customer will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. Customer may reduce the number of weekly dedicated hours upon sixty (60) days’ notice to Presence.

2.2. Flexible Hours. The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

2.3. Educational Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

2.4. Psychoeducational Assessment Commitment. If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the “Psychoeducational Assessment Commitment Fee”). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

2.5. Program Implementation Fee. Each Service Order will include a Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

2.6. Service Coordination Fee. Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

3. Platform Access and Use. The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer’s support staff and administrators overseeing the Services (collectively, “Staff”), and Presence’s clinical providers (each, a “Clinician”, and, collectively, “Clinicians”). During the Service Order Term, Presence grants Customer, its Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

4. Clinicians.

4.1. Credentials and Clearances. For each Clinician assigned to Customer, Presence has verified clinicians' qualifications to provide services, as applicable, within the Customer's state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications), all of which will be conducted at Customer's sole expense. Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner.

4.2. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, except in the states of California and Texas, all such additional clearances will be conducted at Customer's sole expense. Customer will provide all necessary information or instructions with respect to such additional clearances to Presence in a timely manner.

4.3. Clinician Availability; Supporting Documentation. Presence will use commercially reasonable efforts to provide the Clinical Services throughout the Term. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin Clinical Services.

4.4. Primary Support Person. Customer agrees to provide an adult primary support person (a "PSP") wherever the services are being delivered. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

PLATFORM LICENSE SCHEDULE

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. Definitions. With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

“Authorized Users” or “Authorized User” means Customer’s teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Improvement” means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

“Personal Information” and/or “PI” means information that can identify a specific individual.

“Student Data” means any PI belonging to a Student User.

“Student User” or “Student Users” means the Customer’s students currently enrolled at Customer’s organization.

“Telehealth Institute” means proprietary self-guided training modules.

“Therapy Room” means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

2. License.

2.1 License Grant. During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the “License”).

2.2 Business Use. Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer’s Student Users (“Business Use”). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

2.3 Disclosure of Improvements and Developments. Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

2.4 Acknowledgements. Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

3. Platform fees. The Annual Fee for use of the License shall be set forth in the Service Order and is nonrefundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service options:**

Service Option	Description
Kanga - Starter	● Limited monthly access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Premier	● Unlimited access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	Access to Therapy Room and unlimited access to academic achievement assessments. Administrator Dashboard that enables one administrator to track usage of the account.

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga – Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.



TERMS AND CONDITIONS

For purposes of this Agreement, “CONTRACTOR” refers to all employees, agents and assigns of the CONTRACTOR.

For valuable consideration, CONTRACTOR agrees to provide scope of services as described in ***Paragraph 1***. The services will be provided throughout the term of this Agreement, unless this Agreement is terminated earlier in accordance with ***Paragraph 3***.

- 1) **Services.** CONTRACTOR agrees to provide all services outlined in ***Attachment A*** of this Agreement. CONTRACTOR agrees that he/she/it shall devote a sufficient number of hours, based upon the needs of SCHOOL DISTRICT communicated to CONTRACTOR, to carry out the responsibilities outlined in this Agreement. CONTRACTOR will not exceed hours outlined by SCHOOL DISTRICT without prior authorization of those hours.
- 2) **Policies.** SCHOOL DISTRICT agrees to the CONTRACTOR policies outlined in ***Attachment B*** of this agreement.
- 3) **Independent Contractor Status.**
 - a) The Parties to this Agreement intend that the relationship between them is that of an independent contractor and not employer/employee.
 - b) **Professional Licensing Fees.** CONTRACTOR is responsible for collecting and paying any required licensing fees to be qualified to provide services outlined in this Agreement.
 - c) **Insurance.** CONTRACTOR shall procure and maintain insurance of the types and in the amounts described below. Said insurance shall be placed with insurance companies that meet with the approval of SCHOOL DISTRICT.:
 - i) **Professional Liability Insurance.** CONTRACTOR shall maintain professional liability insurance or equivalent in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii) **Workers’ Compensation Insurance.** CONTRACTOR shall maintain workers’ compensation insurance with state regulatory limits if CONTRACTOR employs any individual.
 - iii) **Other Insurance Requirements.** CONTRACTOR shall:
 - (1) Prior to the start of Services, furnish SCHOOL DISTRICT with properly executed certificates of insurance which shall clearly evidence all insurance required in this Section and provide that such



insurance shall not be canceled, except on 30 days' prior written notice to SCHOOL DISTRICT.

- (2) Maintain such insurance from the time Services commence until the Services are completed and accepted by SCHOOL DISTRICT.
- 4) Term and Termination. The term of this Agreement shall be for one (1) year commencing on the date signed unless sooner terminated by either party as provided below and will automatically renew for successive one (1) year periods unless terminated by either party as outlined in this Paragraph. This Agreement may be terminated as follows:
 - a) Without Cause by Either Party. By either party, without cause and without penalty, upon sixty (60) days' written notice to the other party; or
 - b) Immediately For Cause by SCHOOL DISTRICT. If CONTRACTOR (*or any individual providing services of CONTRACTOR*) has found to have violated any law or regulation, or Contractor has threatened the safety and/or health of SCHOOL DISTRICT's students or staff.
 - c) Within forty-eight (48) hours after termination of this Agreement for any reason, CONTRACTOR agrees to deliver to SCHOOL DISTRICT:
 - i) Any SCHOOL DISTRICT keys, equipment or other property; and
 - ii) Any written or electronic documentation involved in the scope of work.
- 5) Payment of Services:
 - (a) CONTRACTOR agrees to submit a monthly invoice to the Administrator of SCHOOL DISTRICT by the 5th day of each month for the total number of hours worked for the month previous.
 - (b) Payment: SCHOOL DISTRICT will pay CONTRACTOR by the last day of the month for the service charges submitted for payment.
 - (c) Tips: CONTRACTOR may accept no tips for services.
 - (d) CONTRACTOR will be responsible for supplying all equipment, supplies and products (*other than operating supplies, provided by SCHOOL DISTRICT*) in order to perform their job according to this Agreement unless discussed and approved by School District Administrator.
 - (e) The CONTRACTOR fee for service is \$73 per hour. CONTRACTOR fee includes all duties related to this contract: sessions, travel, meetings, in-



services, preparation, documentation, consultations with other district personnel, music purchase, equipment costs, etc.

- (f) No changes may be made to this hourly rate without prior approval by SCHOOL DISTRICT.
- 6) Notice. Any notice required by either party in this Agreement will be deemed sufficient if hand-delivered or mailed by first class mail to the following addresses:
- (a) SCHOOL DISTRICT: Attn: Jason Harris
2508 27th St.
PO Box 947
Columbus, NE 68602
- (b) CONTRACTOR: Omaha Music Therapy LLC
2118 S. 113th St.,
Omaha, NE 68144
- 7) Confidentiality. "Confidential Information" means any information relating to SCHOOL DISTRICT or SCHOOL DISTRICT's staff or students. Unless such Confidential Information: (i) was previously known to CONTRACTOR free of any obligation to keep it confidential; (ii) is subsequently made public by SCHOOL DISTRICT or by a third party having a legal right to make such disclosure; or (iii) was known to CONTRACTOR prior to receipt of same from SCHOOL DISTRICT or SCHOOL DISTRICTS's student or staff, the Confidential Information shall be held in confidence by CONTRACTOR and shall be used only for the purposes provided in this Agreement. CONTRACTOR shall use the same degree of care to safeguard SCHOOL DISTRICT's Confidential Information as it uses to safeguard its own. However, CONTRACTOR may comply with any subpoena or similar order related to materials delivered to CONTRACTOR provided that it shall, unless prohibited by law, notify SCHOOL DISTRICT promptly of any such subpoena or notice prior to responding to said subpoena or notice. SCHOOL DISTRICT shall pay CONTRACTOR's reasonable costs for such compliance if CONTRACTOR is not reimbursed by the issuer of the subpoena or notice.
- 8) Indemnification. CONTRACTOR agrees to indemnify, defend and hold SCHOOL DISTRICT, its owners, officers, team members, agents, and assignees or contracting parties harmless from any and all liability, claims or causes of action of any kind related to the services provided under this Agreement by the CONTRACTOR or any individual employed by CONTRACTOR.
- 9) Amendment. This Agreement may be modified at any time if the amendment is in writing and signed and dated by both parties.
- 10) Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, the parties agree to negotiate in good faith to revise or amend



the agreement to eliminate the invalid provision. If the parties are unable to reach agreement on the necessary revisions or amendments, this Agreement may be terminated by either party without consequence with the provision of thirty (30) days written notice.

11) Complete Agreement, Binding Effect. This Agreement shall represent the complete understanding between the Parties, subject to State law and regulations. This Agreement shall be governed according to the laws of the State of Nebraska and shall be binding upon the Parties hereto, their heirs, successors, legal representatives and assigns.

In witness hereof, the Parties have executed this Agreement to become effective on the day indicated below.

CONTRACTOR:
Omaha Music Therapy LLC

SCHOOL DISTRICT:
Columbus School District

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



ATTACHMENT A

Job Description

<u>Job Title:</u>	School District Music Therapist
<u>Department:</u>	Special Education
<u>Accountability:</u>	Special Education Administrator
<u>Supervises:</u>	Music Therapy Practicum Students and Interns

Job Summary:

As a member of the IEP team, the music therapist's main role will be in providing music therapy to the students in accordance with the IEP. The music therapist, upon receiving the referral, will assess the student, set goals and objectives for the student, implement music therapy, and continue to reassess the student as needed. The music therapist will also be responsible for educating the staff about music therapy when necessary as well as supervise interns and practicum students. The music therapist will consult with other members of the IEP on the therapeutic uses of music.

Duties and Responsibilities:

1. Follows appropriate standards of practice as set forth by the American Music Therapy Association (AMTA), the Certification Board of Music Therapists (CBMT).
2. Maintains Board Certification by the CBMT and complies with continuing music therapy education requirements.
3. Maintains confidentiality and privacy of student and family
4. Educates school district staff members on the appropriate use of the music therapy program and encourages referrals from all staff.
5. Completes the music therapy assessment for students referred and devises a treatment plan, contributing to the IEP.
6. Provides music therapy sessions to student in accordance with the IEP.
7. Uses music therapy to treat a variety of medical, psychological, emotional, educational and social needs of students in an age-appropriate manner.
8. Uses music that is consistent with the student/family cultures, religions, and values
9. Knowledge of a variety of musical genres and styles.
10. Musical skills are demonstrated with competence and include: soothing singing voice, guitar and piano proficiency, and knowledge of other recreational instruments
11. Demonstrates knowledge of music therapy research and uses best practices in clinical interventions.
12. Incorporates the knowledge of the unique issues related to the educational setting



13. Ability to recognize student's strengths and weaknesses as well as their support systems.
14. Demonstrates an understanding of the student's diagnosis and how it relates to music therapy techniques utilized
15. Demonstrates good communication skills and an ability to facilitate communication among students, teachers, educational assistants and other staff.
16. Provides in-services regarding the use of music therapy in schools to staff and community members as needed
17. Maintains infection control procedures and reports cases of suspected abuse/neglect to the immediate supervisor
18. Completes invoice accurately and submit per policy
19. Completes all documentation in a timely manner and per school district policy.
20. Knows the school district's emergency disaster preparedness plan and is prepared to implement if required.
21. Represents the school district in a professional manner at all times.
22. Maintains regular attendance.
23. Completes other duties as assigned.
24. Stays up to date on the Center for Disease Control recommendations regarding singing, gatherings, PPE use, as relates to COVID-19 and any other outbreak that should occur.

Age Specific Criteria:

1. Demonstrates the knowledge, skills, and abilities necessary to provide care to all age groups serviced by the school district program.
2. Demonstrates the ability to assess, provide, and interpret age-related data.
3. Demonstrates the ability to interpret age-specific responses to symptom management in treatment.



ATTACHMENT B:

Policies

Cancellation Policy

Please give your therapist as much notice as possible if you will miss a music therapy session. If you do not tell the therapist by 9am the day of the session, you will be charged the full fee for the missed session. Call the therapist directly if there is a cancellation within 24 hours. No make-ups for a last-minute cancellation.

If the therapist needs to be gone, she will let you know as far in advance as possible, either by e-mail or telephone. You will not be charged for this session. If possible, the therapist will make up the session.

Confidentiality

OMAHA MUSIC THERAPY LLC follows the confidentiality policy of most healthcare representatives. For more specific information on a music therapist's code of confidentiality, please visit <http://www.musictherapy.org/about/ethics/>.

Safety

The safety of every client, therapist, staff, and caregiver is of primary importance; therefore, the following policies have been developed to encourage and provide the safest environment possible.

- Staff are asked to accompany the student throughout the session. Sometimes a staff member will find that the client is able to have a more therapeutic experience without an audience, in which case it is at the discretion of the staff member and music therapist to make that determination.
- We work to provide the best possible life experiences for our clients and care deeply for their well-being. We have been trained to recognize the signs of abuse and neglect and are required by law to report to Social Services any suspected abuse or neglect of any client.
- If the therapist at any time feels unsafe, they have the right to immediately terminate the session. This includes (but is not limited to) intentional physical, emotional, spiritual harm from the patient, family, staff member, or caregiver directed at the therapist; lack of a safe environment in which to provide treatment; drug abuse; unsupervised animals; sexual advances; disrespectful behavior towards the therapist; etc. The full fee for the service will be billed. It will be at the discretion of therapist whether they feel safe to return after said session.
- The SCHOOL DISTRICT is choosing to receive music therapy services from OMAHA MUSIC THERAPY LLC and understands that the SCHOOL DISTRICT will be responsible for any injuries or incident that the client may sustain under any circumstances. I also understand that both OMAHA MUSIC THERAPY LLC and the therapist have professional liability insurance.



- The SCHOOL DISTRICT understands that they are liable for any injuries to OMAHA MUSIC THERAPY LLC contracted therapists or instructors when they are on the property of SCHOOL DISTRICT, i.e. injuries due to faulty steps, sidewalks, falling objects in the house/facility, injuries from animals, icy sidewalks, etc.

Non-Discrimination

Omaha Music Therapy LLC will not discriminate based on race, gender, political affiliation, religious preference, sexual orientation, gender identity, ability level, nation of origin, age or any other reason. We will be happy to work with any individual who can benefit from music therapy services.

Snow/Inclement Weather

OMAHA MUSIC THERAPY LLC will close for inclement weather along with Omaha Public Schools. If SCHOOL DISTRICT is still in session, it will be at the discretion of the therapist whether they are able to travel to the sessions. All attempts will be made to make up the sessions or provide services via a telehealth platform.

There will be no charge for a session cancelled due to inclement weather.

Social Media

If SCHOOL DISTRICT (or any staff of SCHOOL DISTRICT) would like to keep in touch via social media, please “Like” OMAHA MUSIC THERAPY LLC on Facebook or Instagram. Please do not send a personal friend request. It is important to maintain this boundary between therapist and client/client family/district. A private friend request will not be approved. Thank you for understanding.

We will always ask permission before posting pictures/stories. However, feel free to post stories or pictures on the OMAHA MUSIC THERAPY LLC Facebook/Instagram page or tag us in your own feed.

Internship/Practicum Students

OMAHA MUSIC THERAPY LLC regularly hosts practicum students and interns. Occasionally, the student will lead part or all of a given session under the supervision of the Board Certified Music Therapist. There are policies and procedures in place for the intern or practicum student including signed confidentiality forms. If you would like more information on interns and practicum students, please let us know. We are happy to provide whatever you need.

Communication

Please contact OMT LLC via e-mail, phone, or text. If you need to send Personal Health Information, consider using Google Docs, which is HIPAA compliant.

Email: info@OmahaMusicTherapy.com

Phone/Text: 408-835-7324