

Board of Education Regular Meeting  
Monday, June 17, 2019 6:00 PM  
Ashland-Greenwood Middle/High School  
Conference, 1842 Furnas Street, Ashland, NE  
68003  
1842 Furnas Street  
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledge of Open Meetings Law posting.
3. Pledge of Allegiance.
4. Recognition of public participation
5. Visitors and Communication from the public.
6. Approval of changes in the mailed agenda and/or changes in the agenda order.
7. Approval of Consent Agenda Items.
  1. Approval of Minutes of previous meetings
  2. Acceptance of Financial Reports
  3. Action on Claims
  4. Approval of Contracts
  5. Motion to excuse /approve the absence of board member(s)

## 8. Administrators' and Practitioners' Reports

1. Ms. Finkey
2. Ms. Bray
3. Mr. Jacobsen
4. Mr. Libal

## 9. Old Business

## 10. New Business

1. Discussion and action related to 2019-2020 Policy Updates. (Attached)
2. Discussion related to 5000 Policy Series. (Attached)
3. Discussion and action on wages and benefits for employees working in positions that do not require a teaching certificate.
4. Discussion and action to approve 2019-20 school lunch pricing. (Attached)
5. Discussion and action to enter into closed session related to personnel clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law, and to conduct a strategy session related to possible real estate purchase.
6. Reconvene.

7. Certified and non-certified staff resignations.

11. Action Following Closed Session; regarding Real Estate

12. Informational Items

13. Call for Next Meeting

1.

2. The next meeting is set for Monday, July 15th, 2019 at 6:00 p.m. The meeting will include the holding of a public hearing to discuss, consider, and receive input on the student fee policy and the parental involvement policy. All meetings are held in Ashland-Greenwood Middle/High School, Conference Room at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the District Office at 1842 Furnas St., Ashland, NE 68003.

3.

14. Adjournment.

1. Board of Education Information:

***BOARD OF EDUCATION MEETING INFORMATION:***

*The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.*

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

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

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

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

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

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

**REQUEST FOR CLOSED SESSIONS:**

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; b) discussion regarding deployment of security personnel or devices; c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and e) legal advice.

**Ashland-Greenwood Public Schools  
Board of Education Special Meeting Minutes  
Wednesday, May 15, 2019**

**Opening**

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on Wednesday, May 15, 2019

**Attendance**

The roll was called and the following Board members were present:

Eric Beranek: Present  
Ally Miller: Present  
David Nygren: Present  
Suzanne Sapp: Present  
Karen Stille: Present  
Tom Walsh: Present

**Notice**

Notice of the meeting was posted in advance in the Superintendent's Office, 1842 Furnas Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

A brief summary of board proceedings and list of claims will be published in the Ashland Gazette.

1. Call to Order. Roll Call.

A regular meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session at 7:00 p.m. on 15th of May, 2019 by President Stille. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE Bank of Ashland 2433 Silver Street, Ashland, NE.

2. Acknowledge of Open Meetings Law posting.

President Stille announced and informed the public of the current copy of the Open Meetings Act in the meeting room.

3. Pledge of Allegiance.

All stood and recited the Pledge of Allegiance.

#### 4. New Business

4.1. Discussion and action to enter closed session to conduct a strategy session related to possible real estate purchase.

Motion to move the board to enter closed session at 7:02 p.m. to hold a strategy session related to possible real estate purchase to protect the public interest, made by Tom Walsh and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

Karen Stille stated that the Next item on the agenda is a strategy session related to possible real estate purchase. In my Opinion, the discussion of this matter in closed session is necessary to protect the public interest and is authorized by Nebraska statute.

#### 5. Reconvene

Motion to reconvene at 8:45 p.m., made by Ally Miller and seconded by Eric Beranek, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

#### 6. Informational Items

#### 7. Call for Next Meeting

7.1. The next meeting is set for May 20th, 2019 at 6:00 p.m. All meetings are held in Ashland-Greenwood Middle/High School, Conference Room at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the District Office at 1842 Furnas St., Ashland, NE 68003.

#### 8. Adjournment.

Motion to adjourn the meeting at 8:46 p.m., made by Suzanne Sapp and seconded by Eric Beranek, Passed.

Eric Beranek: Yea, Ally Miller: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

**Ashland-Greenwood Public Schools  
Board of Education Regular Meeting Minutes  
Monday, May 20, 2019**

**Opening**

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on Monday, May 20, 2019

**Attendance**

The roll was called and the following Board members were present:

Eric Beranek: Present  
Ally Miller: Absent  
David Nygren: Present  
Suzanne Sapp: Present  
Karen Stille: Present  
Tom Walsh: Present

**Notice**

Notice of the meeting was posted in advance in the Superintendent's Office, 1842 Furnas Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

A brief summary of board proceedings and list of claims will be published in the Ashland Gazette.

1. Call to Order. Roll Call.

A regular meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session at 6:00 p.m. on 20th of May, 2019 by President Stille. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE Bank of Ashland 2433 Silver Street, Ashland, NE.

2. Acknowledge of Open Meetings Law posting.

President Stille announced and informed the public of the current copy of the Open Meetings Act in the meeting room.

3. Pledge of Allegiance.

All stood and recited the Pledge of Allegiance.

#### 4. Recognition of public participation

Several members of the community were present. Stacy Kolar spoke on behalf of the residents of the El Rancho trailer court. She is asking the board if we can provide a timeframe - narrowed down because people have work they would like. Dave Nygren said we are working on it. Karen Stille advised we are still exploring options and are trying to be good stewards to the entire district.

#### 5. Visitors and Communication from the public.

There were no other visitors or communication from the public.

#### 6. Approval of changes in the mailed agenda and/or changes in the agenda order.

No changes to the mailed agenda.

#### 7. Approval of Consent Agenda Items.

Motion to approve the consent agenda including previous board meeting minutes, current monthly financial statements for all accounts and current monthly claims for all accounts. No contracts were presented. Approval of excused absence, made by Suzanne Sapp and seconded by Tom Walsh, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

#### 7.1. Approval of Minutes of previous meetings

#### 7.2. Acceptance of Financial Reports

#### 7.3. Action on Claims

#### 7.4. Approval of Contracts

#### 7.5. Motion to excuse /approve the absence of board member(s)

Ally Miller was absent.

#### 8. Administrators' and Practitioners' Reports

#### 8.1. Ms. Finkey

Mrs. Finkey presented on Data Reporting calendar Student & Staff Reporting to be submitted to NDE; includes Assessment reporting. End of the year data is due June 15.

#### 8.2. Ms. Bray

Mrs. Bray reported Elementary Activities; many end of the year fun events have been held and are planned. End of year picnics. Summer School will take place Thursday May 30. Preschool had 42 applications for 4 year olds and 6 applications for 3 year old. 30 spots for students. Preschool is full with a waiting list. Mrs. Bray explained the criteria for preschool application. Evaluations of teachers is ongoing.

#### 8.3. Mr. Jacobsen

Mr. Jacobsen reported on graduation; 60 graduates - 4 students will remain 18-21 transition students. Mr. Richards worked to resolve graduates issues to allow all but one senior student to graduate. Mr. Jacobsen explained the honor chair and honor vase for missing class members. Mr. Jacobsen does attempt to handle this situation ahead of time. Summer School will run May 30 to June 19. Staff Development.

#### 8.4. Mr. Libal

Mr. Libal wrote a letter to Mr. Goodbarn, NDOR regarding the safety of the intersection at Hwy 6 and Hwy 66 and the need to possibly keep the lights and reasons. HE is aware that the City of Ashland also submitted a letter. Commencement went well, nice event. Soccer update - will need to address upcoming. End of Year Staff outing is this Friday at Parkers. Golf at 5:30. New staff is planning to attend.

### 9. Old Business

### 10. New Business

#### 10.1. Discussion related to 6000 Policy Series. (Attached)

The policy committee reviewed the 6000 series. Business standard policies. Administration Team will now review the 5000 series - revolves around students. When we finish the entire review; we will make the full switch in August. This will include any updates from current legislation. Ultimate goal is to align student and staff handbooks to policy.

#### 10.2. Discussion and action to approve overnight request(s).

Motion to approve overnight travel July 10 to July 11, 2019 for Softball girls to Wayne State College; Softball Camp and change for FB Camp from Doane Camp to Hastings Camp June 9 to 11, made by David Nygren and seconded by Eric Beranek, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

#### 10.3. Discussion and action related to superintendent's contact.

Motion to approve Superintendent's agreement July 2019 through June 2022, made by Tom Walsh and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

#### 10.4. Discussion and action related to 2019-20 Option Enrollment Capacities. (Attached)

Motion to approve 2019-2020 Option Enrollment Capacities, made by Tom Walsh and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

A handout was provided with 2019-2020 anticipated enrollment and option enrollment capacities. Option enrollment capacities are closed Kindergarten through Grade 10; Grade 11 and Grade 12 are still open. It was stated district needs to focus on the students living in our district.

10.5. Certified and non-certified staff resignations.

No resignations at this time.

10.6. Discussion and action to enter into closed session related to personnel clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an injury to the reputation of an individual in compliance with the law

Motion to enter closed session at 6:42 p.m. for discussion of personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law, made by David Nygren and seconded by Tom Walsh, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

10.7. Reconvene

Motion to reconvene at 7:37 p.m., made by Tom Walsh and seconded by David Nygren, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

11. Informational Items

12. Call for Next Meeting

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13. Adjournment.

Motion to adjourn the meeting at 7:41 p.m., made by Eric Beranek and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Tom Walsh: Yea

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**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-19**

				<b>Beginning Balance</b>		\$ 70,010.28
<b>Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Description</b>	<b>Receipt</b>	<b>Disbursed</b>	<b>Balance</b>
<b>ATHLETICS</b>						\$ 7,525.36
5/1/19		Various	Bob Simpson Golf Invite Ent F	\$ 930.00		
5/1/19		Various	Rotary Track Meet Ent Fee	\$ 320.00		
5/3/19	014370	Arlington Public Schools	Golf Trny Fee		\$ 130.00	
5/3/19	014371	Beatrice Public Schools	District Track Fee		\$ 50.00	
5/3/19	014373	Conestoga Public Schools	HS Track Fee		\$ 185.00	
5/3/19	014376	Scott Hayman	MS Track Starter		\$ 150.00	
5/3/19	014377	Richard J. Jeffery	MS Track Invite Starter		\$ 210.00	
5/3/19	014378	Nebraska Sports	Track Equipment		\$ 973.80	
5/3/19	014379	Lincoln Christian	Golf Trny Fee		\$ 125.00	
5/3/19	014380	Louisville Public School Di	MS Track Timing Fee		\$ 500.00	
5/3/19	014385	Raymond Central Public S	MS Track Tentry Fee		\$ 100.00	
5/3/19	014388	Arlington Public Schools	MS Track Entry Fee		\$ 130.00	
5/3/19	014389	Beatrice Public Schools	District Golf Fee		\$ 60.00	
5/3/19	014390	Raymond Central Public S	HS Track Fee		\$ 150.00	
5/10/19	014391	Awards Unlimited, Inc.	Outstanding Senior Awards		\$ 59.16	
5/10/19	014396	Nova Fitness Equipment	Waist Harness		\$ 153.85	
5/11/19		Gate	MS Track Invite	\$ 673.00		
5/20/19	014397	Fort Calhoun Community	MS Wrestling Fee		\$ 85.00	
<b>TOTALS</b>				<b>\$1,923.00</b>	<b>\$ 3,061.81</b>	<b>\$ 6,386.55</b>
<b>ALUMNI Projects</b>						\$ 2,993.79
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,993.79</b>
<b>BAND</b>						\$ 2,628.90
5/21/19		Various	Worlds of Fun Payments	\$ 370.00		
<b>TOTALS</b>				<b>\$370.00</b>	<b>\$ -</b>	<b>\$ 2,998.90</b>
<b>BLUE TEAM</b>						\$ 204.43
5/10/19		In His Name Foundation	Donation-Special Olympics	\$ 750.00		
5/20/19	014398	Kristin Laughlin	Supplies		\$ 723.88	
<b>TOTALS</b>				<b>\$ 750.00</b>	<b>\$ 723.88</b>	<b>\$ 230.55</b>
<b>DRAMA</b>						\$ 2,791.44
<b>TOTALS</b>				<b>\$0.00</b>	<b>\$ -</b>	<b>\$ 2,791.44</b>
<b>ELM BOOK FAIR</b>						\$ 811.53
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ 811.53</b>
<b>ELM STAFF</b>						\$ 1,048.01
<b>TOTALS</b>				<b>\$0.00</b>	<b>\$ -</b>	<b>\$ 1,048.01</b>

**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-19**

<b>ELM STUDENT COUNCIL</b>							\$	10,760.53
5/8/19		Various	Memory Book Sales	\$	77.00			
5/10/19	014395	NO FRILLS/SPARTANNA	Pioneer Festival Supplies			\$	12.98	
5/13/19		Boxtops for Education	Donation	\$	177.70			
5/22/19	014402	AG Foundation	Supplies			\$	192.50	
5/23/19		Various	Memory Book Sales	\$	126.00			
5/28/19		Various	Memory Book Sales	\$	21.00			
TOTALS					\$401.70	\$	205.48	\$ 10,956.75
<b>FBLA</b>							\$	5,596.65
5/3/19		Various	NLC Donations	\$	200.00			
5/3/19	014374	Future Business Leaders	NLC Registrations Feed			\$	720.00	
5/3/19	014384	Nebraska FBLA	Travel-NLC			\$	2,472.00	
5/10/19	014392	Comfort Inn & Suites	SLC Hotel Stay			\$	1,622.00	
5/15/19		Various	SLC & NLC	\$	500.00			
5/15/19		Various	Drive-In Movie Proceeds	\$	153.50			
5/21/19		General Fund	Convention/Nat'l Leadership	\$	2,500.00			
5/23/19		Family Chiropractic	NLC Donations	\$	50.00			
TOTALS				\$	3,403.50	\$	4,814.00	\$ 4,186.15
<b>FFA</b>							\$	18,718.52
5/3/19	014372	Brian Whitehead	Food			\$	2,000.00	
5/3/19	014383	National FFA Organizator	Banquet Awards			\$	1,377.75	
5/3/19	014387	VISA	Supplies			\$	538.17	
5/10/19	014395	NO FRILLS/SPARTANNA	Banquet Supplies			\$	182.30	
5/20/19		Various	Hats	\$	60.00			
5/20/19	014400	Northeast Community Co	State Horse Judging Fee			\$	50.00	
5/22/19		Estrela	Hats	\$	40.00			
5/24/19		Various	Hats	\$	40.00			
5/24/19		Laughlin	Hats	\$	40.00			
5/28/19	014405	Worlds of Fun	End of year trip-Worlds of Fun			\$	589.50	
TOTALS				\$	180.00	\$	4,737.72	\$ 14,160.80
<b>HONOR SOCIETY</b>							\$	1,293.56
5/20/19	014401	Halle Starns	Scholarship			\$	250.00	
TOTALS					\$0.00	\$	250.00	\$ 1,043.56
<b>HS STUDENT COUNCIL</b>							\$	1,151.68
TOTALS					\$0.00	\$	-	\$ 1,151.68
<b>MS/HS STAFF</b>							\$	2,402.84
5/21/19		First Choice Vending	Pop Vending Proceeds	\$	36.56			
5/22/19	014402	Ashland-Greenwood Publi	Supplies			\$	192.50	
TOTALS				\$36.56		\$	192.50	\$ 2,246.90
<b>MS STUDENT COUNCIL</b>							\$	3,725.44
5/10/19	014393	Jacqueline L. Fudge	Supplies			\$	318.00	
5/20/19	014399	More Than Games LLC	Supplies			\$	1,550.00	
5/23/19	014403	Bredeaux Pizza	Supplies			\$	128.55	
5/23/19	014404	More Than Games LLC	Supplies			\$	101.96	
5/24/19		Various	MS Dance proceeds	\$	217.00			
TOTALS				\$217.00		\$	2,098.51	1,843.93



**FINANCIAL STATEMENT  
ACTIVITY FUND**

**FOR MONTH ENDING May-19**

<b>YEARBOOK/ANNUAL</b>				\$	2,069.51
5/3/19	Various	Yearbook and Sr. Tribute vide	\$	65.00	
5/6/19	Student	Sr Tribute Video	\$	10.00	
5/9/19	Student	Sr Tribute Video	\$	10.00	
5/15/19	Various	MS Yearbook purchases	\$	64.00	
5/16/19	Various	Yearbook, Sr Tribute Videos	\$	210.00	
5/17/19	Various	Yearbook purchase	\$	95.00	
5/17/19	Various	Yearbooks, Sr. Tribute videos	\$	90.00	
5/20/19	Various	Yearbooks, Sr. Tribute video	\$	75.00	
5/20/19	Your Cause	Donation	\$	60.00	
5/21/19	General Fund	Ms Yearbook purchase for off	\$	16.00	
5/21/19	Student	MS Yearbook	\$	16.00	
5/21/19	Student	Yearbook	\$	45.00	
5/22/19	Various	MS Yearbooks	\$	96.00	
5/22/19	Various	Yearbook and Sr. Tribute Vide	\$	110.00	
5/23/19	Various	Senior Tribute	\$	30.00	
5/24/19	Various	Yearbook Sales, Sr Tribute Ac	\$	365.00	
5/24/19	Various	MS Yearbooks	\$	96.00	
5/24/19	Various	Yearbook and Sr Tribute	\$	60.00	
5/28/19	Your Cause	Donation	\$	60.00	
5/28/19	Student	Athletic Banquet DVD	\$	10.00	
5/29/19	Student	Yearbook	\$	50.00	
<b>TOTALS</b>				<b>\$1,633.00</b>	<b>\$0.00</b>
				\$	<b>3,702.51</b>
<b>INTEREST</b>					\$ 548.81
5/2/19	<i>misdirected deposit</i>		\$	100.00	
5/31/19	Bank of Ashland	Interest	\$	5.54	
<b>TOTALS</b>			\$	<b>105.54</b>	<b>\$ -</b>
				\$	<b>654.35</b>
<b>ACTIVITY FUND TOTALS ALL ACCOUNTS</b>				<b>\$ 9,847.30</b>	<b>\$ 18,634.56</b>
				\$	<b>61,223.02</b>

<b>Ending Balance</b>	\$ 61,223.02
Plus: Outstanding Checks	\$ 1,765.18
Less: Outstanding Receipts	
Misdirected Deposit	
<b>Equals: Bank Balance</b>	<b>\$ 62,988.20</b>

**GENERAL FUND**

Beginning Balance \$ 5,224,042.84

RECEIPTS

5/1/19	PS Tuition	\$	150.00		
5/1/19	Cass County Property Taxes	\$	111,951.57		
5/3/19	PS Tuition	\$	150.00		
5/3/19	PS Tuition	\$	150.00		
5/7/19	PS Tuition	\$	150.00		
5/8/19	PS Tuition	\$	150.00		
5/9/19	Saunders Co Property Taxes	\$	1,290,742.49		
5/9/19	Saunders Co Fines	\$	2,385.65		
5/9/19	Saunders Co Homestead Exempt	\$	18,553.27		
5/9/19	Saunders Co Property Tax Credit	\$	143,976.78		
5/9/19	Saunders Co MV	\$	39,409.30		
5/9/19	Saunders County Carline	\$	4,030.48		
5/10/19	Sarpy County Property Taxes	\$	249.85		
5/20/19	IDEA	\$	22,630.00		
5/20/19	Sped SA FFR Reimb 17-18	\$	97,571.00		
5/20/19	Village of Greenwood/Liquor & Tobacco license	\$	350.00		
5/20/19	Saunders Co Property Taxes	\$	184,710.23		
5/20/19	Saunders Co i n Lieu	\$	477.08		
5/20/19	Cass County Homestead	\$	4,124.83		
5/20/19	Cass County MV	\$	11,188.42		
5/20/19	Cass County Property Taxes	\$	385,891.80		
5/20/19	Cass County Carline	\$	3,811.83		
5/20/19	Cass County Property Taxes Credit	\$	52,697.37		
5/20/19	Cass County Court Fines	\$	990.75		
5/21/19	Donation Lost Book	\$	18.99		
5/21/19	Donation Lost Book	\$	18.00		
5/23/19	Donation Lost Power Cord	\$	25.00		
5/28/19	Donation Lost Charger	\$	25.00		
5/30/19	State Aid	\$	114,011.00		
5/31/19	Interest F & M	\$	919.01		
5/31/19	CD Interest NLAf	\$	37.99		
5/31/19	Interest NLAf	\$	5,065.48		
				\$ 2,496,613.17	\$ 7,720,656.01

DISBURSEMENTS

May Claims	\$	899,251.03		
Refunds/Rebates/Sub Reimbursement	\$	(4,783.37)		
<b>Total</b>			\$ 894,467.66	\$ 6,826,188.35

ENDING BALANCE \$ 6,826,188.35

RECONCILIATION

NLAf Liquid Balance	\$	2,195,296.01		
Plus F&M Bank Balance	\$	3,205,500.25		
Plus General Fund Investments	\$	1,435,956.11		
Less: Outstanding Claims	\$	10,564.02		
Reconciled Balance	\$	6,826,188.35		<u><u>\$ 6,826,188.35</u></u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**May-19**

**ADMINISTRATIVE OPERATIONS ACCOUNT**

Beginning Balance \$ 1,682.09

RECEIPTS

GF # 038823	\$ 2,260.70			
<b>Total</b>		\$ 2,260.70		\$ 3,942.79

DISBURSEMENTS

5/2/19	J Finkey, Curr Dir Travel Exp	\$ 178.64		
5/2/19	J Finkey, Curr Dir Mileage	\$ 26.67		
5/2/19	B Jacobsen, Mileage	\$ 109.04		
5/2/19	D Vahle, Sec Instruction Mileage	\$ 122.96		
5/2/19	UNL Morrill Museum Student Field Trip	\$ 415.00		
5/2/19	C Holz, Mileage	\$ 24.36		
5/14/19	J Libal, Mileage	\$ 66.12		
5/21/19	USPO, Package Mailed Sped	\$ 56.92		
5/23/19	NE Academic Decathlon Student Enry Fee	\$ 175.00		
5/29/19	NE Ag Education Assoc, Case Wrkshop	\$ 250.00		
5/30/19	K Alley, Mileage	\$ 29.00		
5/30/19	T Williams, Fuel	\$ 104.88		
debit	F & M Supplies	\$ 41.86		
	<b>Total</b>		\$1,600.45	\$ 2,342.34

Ending Balance \$ 2,342.34

RECONCILIATION

Bank Balance	\$ 2,967.34			
Less: Claims Outstanding	\$ 625.00			
Reconciled Balance	\$ 2,342.34			\$ 2,342.34

**PAYROLL ACCOUNT**

Beginning Balance \$ 15,273.88

RECEIPTS

General Fund	\$ 614,861.65			
Hot Lunch	\$ 21,901.17			
Employee Prens				
FM National Bank: Interest	\$ 2.81			
<b>Total</b>		\$ 636,765.63		\$ 652,039.51

DISBURSEMENTS

Net Payroll	\$ 390,848.40			
Retirement	\$ 105,049.28			
State Tax Withholdings	\$ 18,003.11			
Federal/FICA Taxes	\$ 122,862.03			
Retiree Life Insurance Mo. Premium	\$ 120.00			
Retiree Eye Insurance Mo Premium	\$ 16.43			
<b>Total</b>		\$ 636,899.25		\$ 15,140.26

Ending Balance \$ 15,140.26

RECONCILIATION

Bank Balance	\$ 15,207.40			
Outstanding Checks	\$ 67.14			
Reconciled Balance	\$ 15,140.26			\$ 15,140.26

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**  
**EMPLOYEE BENEFIT (SECTION 125) ACCOUNT**

**May-19**

Beginning Balance			\$ 22,135.50
 <u>RECEIPTS</u>			
Employee Payroll Deposit	\$ 11,171.66		
Bank of Ashland: Interest	\$ 1.85		
<b>Total</b>		\$ 11,173.51	\$ 33,309.01
 <u>DISBURSEMENTS</u>			
Employee Benefits	\$ 819.62		
Employee Benefits	\$ 2,218.64		
Employee Benefits	\$ 3,478.02		
Employee Benefits	\$ 884.84		
Employee Benefits	\$ 1,967.66		
<b>Total</b>		\$ 9,368.78	\$ 23,940.23
Ending Balance			<u>\$ 23,940.23</u>
 <u>RECONCILIATION</u>			
Bank Balance	\$ 23,940.23		
Reconciled Balance	\$ 23,940.23		<u>\$ 23,940.23</u>

**SPECIAL BUILDING ACCOUNT**

Beginning Balance			\$ 1,880,155.17
 <u>RECEIPTS</u>			
Cass County	\$ 49,351.69		
Sarpy County	\$ 24.54		
Saunders County	\$ 161,231.37		
NLAF Interest	\$ 1,597.32		
F & M Interest	\$ 383.14		
<b>Total</b>		\$ 212,588.06	\$ 2,092,743.23
 <u>DISBURSEMENTS</u>			
<b>Total</b>		\$0.00	\$ 2,092,743.23
Ending Balance			<u>\$ 2,092,743.23</u>
 <u>RECONCILIATION</u>			
F&M Bank Balance	\$ 723,190.99		
NLAF #9300590 Balance	\$ 883,552.24		
Plus Special Building Investments	\$ 486,000.00		
Reconciled Balance	\$ 2,092,743.23		<u>\$ 2,092,743.23</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**  
**QUALIFIED CAPITAL PURPOSE FUND**

**May-19**

Beginning Balance			\$ 79,335.53
<u>RECEIPTS</u>	\$ 10.11		
<b>Total</b>		\$ -	\$ 79,335.53
<u>DISBURSEMENTS</u>			
<b>Total</b>		\$ -	
Ending Balance			<u>\$ 79,335.53</u>
<u>RECONCILIATION</u>			
Bank Balance	\$ 79,335.53		
Less: Outstanding Claims	\$ -		
Reconciled Balance	<u>\$ 79,335.53</u>		<u>\$ 79,335.53</u>

**DEPRECIATION FUND**

Beginning Balance			\$ 1,673,600.76
<u>RECEIPTS</u>			
NLAF Interest	\$ 1,917.01		
F&M National Bank, Interest	\$ 47.51		
<b>Total</b>		\$ 1,964.52	\$ 1,675,565.28
<u>DISBURSEMENTS</u>			
5/20/19 Woodcraft Supply Ventilation Replacement	\$ 2,324.10		
<b>Total</b>		\$ 2,324.10	\$ 1,673,241.18
Ending Balance			<u>\$ 1,673,241.18</u>
<u>RECONCILIATION</u>			
F & M Bank Balance	\$ 370,855.52		
NLAF Balance	\$ 1,060,385.66		
Plus Depreciation Investments	\$ 242,000.00		
Less: Outstanding Claims	\$ -		
	<u>\$ 1,673,241.18</u>		
Reconciled Balance		\$ 1,673,241.18	<u>\$ 1,673,241.18</u>

**ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT**

**May-19**

**STUDENT FEE FUND**

Beginning Balance		\$ 12,419.79
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RECEIPTS

Cap and Gown Fees	\$ 30.00	
Student Fees		
College Drop Fee	\$ 100.00	
Interest Bank of Ashland	\$ 1.00	

<b>Total</b>		\$ 131.00	\$ 12,550.79
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DISBURSEMENTS

5/20/2019 General Fund for Caps Gowns Dipolmas	\$ 2,507.86	
5/24/2019 Caseys General Store - MS Supplies	\$ 399.60	

<b>Total</b>		\$ 2,907.46	
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Ending Balance			<u>\$ 9,643.33</u>
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RECONCILIATION

Bank Balance	\$ 10,042.93	
Claims Outstanding	\$ 399.60	

Reconciled Balance	<u>\$ 9,643.33</u>		<u>\$ 9,643.33</u>
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**HOT LUNCH ACCOUNT**

Beginning Balance		\$ 75,967.19	
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RECEIPTS

Student and Staff Deposits	\$ 7,500.29	
Online Student Deposits	\$ 20,442.17	
Federal Reimbursement	\$ 24,212.65	
State Reimbursement		
F&M National Bank: Interest	\$ 11.01	
Vending Payment	\$ 3,000.00	

<b>Total</b>		\$ 55,166.12	\$ 131,133.31
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DISBURSEMENTS

Wages & Benefits	\$ 22,251.63	
Food/ Supplies/ Contracted Services	\$ 57,575.89	
Rebate/ Food Payment	\$ (71.03)	

<b>Total</b>		\$ 79,756.49	\$ 51,376.82
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Ending Balance			<u>\$ 51,376.82</u>
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RECONCILIATION

Bank Balance	\$ 51,613.32	
Claims Outstanding	\$ 236.50	
	<u>\$ 51,376.82</u>	

Receipts Outstanding			
Reconciled Balance	<u>\$ 51,376.82</u>		<u>\$ 51,376.82</u>

Student and Staff Deposits Held on Account - End of Month		\$ 12,533.00	
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**INVESTMENTS**

<b>Date Bought</b>	<b>Security Description</b>	<b>Rate</b>	<b>Investment</b>
<b>General Fund Investments</b>			
1/30/15	Farmers & Merchants Bank, Ashland	0.550%	\$ 862,530.37
10/22/17	Bank of Ashland, Ashland	0.850%	\$ 105,425.74
11/8/18	Franklin Synergy TN	3.200%	\$ 234,000.00
11/15/17	Farmers & Merchants Union Bank, WI	3.200%	\$ 234,000.00
<b>Total Investments</b>			<u><u>\$ 1,435,956.11</u></u>
<b>Depreaction Fund Investments</b>			
12/17/18	First Capital Bank TN	3.050%	\$ 242,000.00
<b>Special Building Fund Investments</b>			
10/10/18	Cfg Community Bank, MD	2.850%	\$ 243,000.00
10/10/18	Pacific Western Bank, CA	2.800%	\$ 243,000.00
			<u><u>\$ 486,000.00</u></u>

**LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS**

**BANK OF ASHLAND**

FDIC INSURANCE	<u>\$ 250,000.00</u>
Total Secured	<u><u>\$ 250,000.00</u></u>

**FARMERS AND MERCHANTS BANK**

FDIC INSURANCE	\$ 250,000.00
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**Pledged Safekeeping Security**

Various pledged amounts at Agencies, Municipals, SBA, CD's etc, monitored by: Farmers Merchant Bank	<b>Total Face Value</b>	<b>Actual Value</b>
		\$ 3,000,000.00
Total Secured		<u><u>\$ 3,250,000.00</u></u>

Ashland-Greenwood Public Schools' Claims

General Fund Claims

17-Jun-19

Check No.	Vendor	Amount	Description
038842	VISA	\$ 882.81	Supplies, fees, books
038843	AG Payroll Account	\$ 343,757.02	June Net Payroll
038844	BANK OF ASHLAND	\$ 11,100.21	Payroll Section 125 Deduct
038845	Blue Cross Blue Shield of NE	\$ 116,009.12	Payroll Health & Dental Ins
038846	Madison National Life	\$ 1,379.07	Payroll LTD Insurance Prem
038847	Madison National Life	\$ 797.91	Payroll Employee Life Prem
038848	Merchant Credit Adjusters, Inc	\$ 530.63	Employee Garnishment
038849	AG Payroll Account	\$ 15,782.67	Payroll Annuity Deduction
038850	AG Payroll Account	\$ 107,630.11	Payroll State Tax Wthhldg
038851	Retirement	\$ 94,255.70	Payroll Federal Tax Wthhldg
038852	TSA Consulting Group Inc	\$ 2,225.00	Payroll Retirement Wthhldg
038853	Vision Service Plan	\$ 903.34	Payroll Employee Vision Prem
038854	Gretna Public Schools	\$ 17,250.00	ELL Service-April and May 2019
038855	Mailroom Finance Inc	\$ 750.00	Postage Refill
038856	CenterPoint Energy Services	\$ 858.77	Natural Gas
038857	Ashland-Greenwood Activities	\$ 1,561.00	Ind Tech Equipment
038858	Ashland-Greenwood Hot Lunch	\$ 715.70	PS Student & Staff Meals
038859	American Printing House for the Blind I	\$ 244.00	HS Vision Supplies
038860	The Home Depot Pro	\$ 3,334.67	Custodial: Supplies
038861	Apple Inc	\$ 5,033.00	K-5 Reg Instr: I-pads and Hardware
038862	Ashland Auto Parts	\$ 46.76	Maint: Shop Supplies
038863	Ashland Disposal Service	\$ 644.50	Waste Disposal Services
038864	Ashland Pharmacy	\$ 55.58	COF Supplies
038865	Barnes & Noble Inc	\$ 204.56	MS Reg. Instr.: Supplies
038866	C & L Hardware	\$ 915.39	All Areas: Supplies
038867	Capital Business Systems, Inc.	\$ 588.06	Copier Use
038868	Charter Communications	\$ 76.51	Cable
038869	City Of Ashland	\$ 2,065.75	Water & Sewer
038870	Council Bluffs WinSupply Co	\$ 2,979.45	Maint: restroom sinks
038871	Collage Board	\$ 96.00	ADMIN: PSAT 1 test
038872	Cornhusker International Trucks, Inc.	\$ 49.25	Transportation: Equipment
038873	Creative Mathematics	\$ 747.00	Title II A: Inservice
038874	Crown Awards	\$ 64.49	Supplies
038875	Educational Design Solutions	\$ 2,961.00	Elem: Instr Software
038876	NCECBVI/ESU #4	\$ 336.00	Vision Services
038877	Follett School Solutions, Inc.	\$ 1,091.53	Media: Books
038878	Great Plains Appraisal Company	\$ 2,100.00	Property Appraisal
038879	Hillyard/Sioux Falls	\$ 1,070.18	Custodial: Supplies
038880	Holiday Inn Hotel & Conv. Center	\$ 102.95	Transporation Conf Lodging
038881	HMH Pub DBA Holt, Rinehart Winston	\$ 395.14	Special Ed: Achievement Forms
038882	Gina L Judds	\$ 95.02	Elem supplies-Pioneer Festival
038883	KSB School Law, PC LLO	\$ 1,812.50	Legal Services
038884	Matheson Tri-Gas, Inc/Linweld	\$ 242.77	Rental
038885	Learning Sciences International	\$ 2,500.00	Title II A: Software
038886	Gerard Lusienki	\$ 142.80	Gen Bus: Checks

Ashland-Greenwood Public Schools' Claims  
 General Fund Claims  
 17-Jun-19

Check No.	Vendor	Amount	Description
038887	Ian Mayer	\$ 54.00	Activity Worker
038888	MCI Communications Services, Inc.	\$ 66.70	Long Distance Service
038889	Menard Inc	\$ 499.57	Maintenance: Supplies
038890	NASCO (Aristotle Corporation)	\$ 127.30	HS instr: Supplies
038891	Nat'l Safety Co-Greater Omaha Chap.	\$ 450.82	Nurse-CPR & First Aid Training
038892	Nebraska Council of School Admin.	\$ 2,225.00	SPED Dir: Dues & Fees
038893	Nebraska Central Equipment Inc	\$ 1,353.61	Transport: Bus parts, child seat
038894	Nebraska Sprinkler	\$ 81.56	Supplies
038895	Nebraska Capitol Conference	\$ 450.00	NCC fees for 19/20
038896	Nebraska Department Of Ed.	\$ 85.00	Elem-Kindergarten booklets
038897	Northwest Evaluation Association	\$ 937.50	K-5 Reg. Instruction: Software
038898	O'Keefe Elevator Co.	\$ 453.99	Maint: Service Call
038899	One Source, Inc	\$ 85.00	Empl Backround Checks
038900	Omaha Public Power District	\$ 8,819.21	Electricity
038901	Paper101	\$ 1,533.88	All Areas: Paper Supplies
038902	J.W. Pepper & Son	\$ 74.99	2019 All-State Chorus Songs
038903	Phi Delta Kappa, Int'l Hdqr	\$ 95.00	ADMIN: MSHS PDK Membership
038904	Plains Equipment Group	\$ 831.58	Maint: replacement glass
038905	Quill Corp	\$ 577.89	Elem: Supplies
038906	Riverside Technologies Inc. (RTI)	\$ 2,872.00	Inst Tech: Hardware
038907	Saunders County Clerk	\$ 514.89	General Election Fees
038908	Saunders Medical Center	\$ 120.00	Transp: Employee Physical
038909	Davida Schejbal	\$ 100.00	Preschool-sign language interpreter
038910	Schmitt Music Center	\$ 15.90	HS Reg Inst Supplies (Band)
038911	Seton Identification Prod Co	\$ 866.63	Reg. Inst:Tech Supplies
038912	SOS Technologies	\$ 3,845.35	Nurse: AEDs and Supplies
038913	Southeast Community College	\$ 6,532.89	HS Tuition SENCAP classes
038914	Sparkling Klean	\$ 7,240.00	Janitorial Service
038915	Trugreen-Chemlawn	\$ 75.00	Maint: spray trees
038916	TSA Consulting Group Inc	\$ 83.33	Employee Benefit
038917	United Electrical Supply Co Inc.	\$ 390.15	Maintenance: Supplies
038918	University Of NE at Kearney	\$ 100.00	Transportation: Dues & Fees
038919	University Of Nebraska-Lincoln	\$ 70.00	Ag ed curriculum workshop
038920	Voyager Fleet Systems, Inc.	\$ 3,809.12	Transp: Fuel
038921	Wahoo-Waverly-Ashland News	\$ 153.94	Bd Of Ed: Adv & Printing
038922	Beverly Wlggs	\$ 5,139.28	Occupational Therapy
038923	Windstream	\$ 230.50	Local Telephone

**Incompletes**

Administrative Operations	Lodging, Travel, Fees
Centerpointe Energy	Natural Gas
Boystown	Student Tuition
Brooke Cheelen	Physical Therapy
Delta Electric	Electrical
Johnson Controls	Electrical

Ashland-Greenwood Public Schools' Claims  
General Fund Claims  
17-Jun-19

Check No.	Vendor	Amount	Description
	Kasuske		Locker Removal
	Keiser		Construction
	Mailroom Finance (NEOPOST)		June Postage
	Omaha World Herald		Advertising and Printing
	Payflex		Employee Benefit
	Spartan Nash/No Frills		Food, Supplies
	Windstream		Local Telephone Service
	Williams Sales and Service		Bus repairs
	VISA		Travel, Lodging, Supplies

Authorized by:

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Ashland-Greenwood Public Schools  
May 20, 2019 to June 17, 2019  
Administrative Operations Account

Date	Check No	Description	Amount
5/21/19	5973	USPO, Package Mailed Sped	\$ 56.92
5/23/19	5974	NE Academic Decathlon Student Enry Fee	\$ 175.00
5/29/19	5975	NE Ag Education Assoc, Case Wrkshop	\$ 250.00
5/30/19	5976	K Alley, Mileage	\$ 29.00
5/30/19	5977	T Williams, Fuel	\$ 104.88
5/22/19	debit	F& M New binder	\$ 41.86
6/3/19	5978	S Wardyn Mileage Trainor	\$ 150.80
6/3/19	5979	K Fangmeyer, Mileage	\$ 146.16
6/10/19	5980	R Kissel, Mileage	\$ 177.48

*\* this may be updated prior to board meeting*

Authorized by:

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Ashland-Greenwood Public Schools  
**Hot Lunch Claims**  
**Jun-19**

<b>DATE</b>	<b>Check #</b>	<b>VENDOR</b>	<b>Amount</b>	<b>Description</b>
6/7/2019	010956	AG Payroll Acct	\$ 10,322.90	June Net Payroll
6/7/2019	010957	BANK OF ASHLAND	\$ 71.45	June PR 19
6/7/2019	010958	Blue Cross and Blue Shield of Nebr	\$ 101.42	June PR 19
6/7/2019	010959	Madison National Life	\$ 36.99	June PR 19
6/7/2019	010960	Madison National Life	\$ 69.62	June PR 19
6/7/2019	010961	Ashland-Greenwood Payroll Accou	\$ 320.43	June PR 19
6/7/2019	010962	Ashland-Greenwood Payroll	\$ 3,075.08	June PR 19
6/7/2019	010963	Retirement	\$ 2,456.68	June PR 19
6/7/2019	010964	Vision Service Plan	\$ 81.69	June PR 19
6/17/2019	010965	Cash-Wa Distributing Co.	\$ 5,410.14	Food Service: Supplies & Food
6/17/2019	010966	Hiland Dairy	\$ 2,615.39	Food Service: Milk
6/17/2019	010967	Institutional Chemical Systems	\$ 285.20	Food Service: Supplies
6/17/2019	010968	Jen Schulz	\$ 51.75	Food Service: Sr lunch Refund
6/17/2019	010969	Sysco Lincoln, Inc	\$ 8,395.97	Food Service: Food and Supplie
6/17/2019	010970	The Thompson Co	\$ 4,679.72	Food Service: Supplies, Food
6/17/2019	010971	Voyager Fleet Systems, Inc.	\$ 60.42	Food Service: Fuel

Authorized by:

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Ashland-Greenwood Public Schools

Activities Account

Date: May 21, 2019 to June 17, 2019

Date	Check #	Vendor	Description	Disbursed	Activity
5/22/19	014402	AGPS Foundation	Supplies Yr End Staff Party	\$ 192.50	MS Teachers
5/22/19	014402	AGPS Foundation	SuppliesYr End Staff Party	\$ 192.50	Elem Student Co
5/23/19	014403	Bredeaux Pizza	Supplies	\$ 128.55	MS Student Co
5/23/19	014404	More Than Games LLC	Supplies	\$ 101.96	MS Student Co
5/28/19	014405	Worlds of Fun	End of year trip-Worlds of Fun	\$ 589.50	FFA
6/7/19	014406	VISA	National Tournament Fees	\$ 300.00	Speech
6/7/19	014406	VISA	Band Travel-Worlds of Fun	\$ 1,620.00	Band
6/7/19	014406	VISA	Air Fare-Amer Air -Nationals	\$ 3,264.95	FBLA
6/7/19	014406	VISA	Hyvee-Banquet Supplies	\$ 129.98	FFA
6/7/19	014406	VISA	Walmart-Supplies	\$ 125.00	FFA
6/7/19	014406	VISA	Beatrice PS-Green Fees	\$ 120.00	Athletics
6/17/19	014407	AG General Fund	Misdirected Deposit	\$ 100.00	PS Entrance Fee
6/17/19	014408	Barnes & Noble Inc	Books	\$ 122.68	Elem Student Co
6/17/19	014409	Blooms Floral and Gifts/Rec Flowers-Prom		\$ 50.00	Prom
6/17/19	014409	Blooms Floral and Gifts/Rec Flowers-Graduation		\$ 345.00	Seniors
6/17/19	014411	More Than Games LLC	Delivery/Set up Charge	\$ 216.00	MS Student Co
6/17/19	014412	Nebraska School Activities / Dist VB Champion Plaque Replac		\$ 61.00	Athletics
6/17/19	014413	Walsworth Publishing Com	Final Payment MS Yearbook	\$ 178.46	Yearbook

Ashland-Greenwood Public Schools' Claims  
Student Fee  
June 17, 2019

Date	Check No.	Vendor/Description	Amount
6/7/19	1409	VISA MS Incentive Deposit Bubble Soccer	\$ 50.00
6/17/19	1410	ACT Finance Student Testing	\$ 975.00

Authorized by:

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Ashland-Greenwood Public Schools' Claims  
Qualified Capital  
June 17, 2019

Date	Check No.	Vendor/Description	Amount
6/17/19	1016	Jamco Asbestos Abatement HS Hall D	\$ 7,830.00

Authorized by:

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**Ashland-Greenwood Public Schools' Claims****General Fund Claims****17-Jun-19**

<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
038842	VISA	\$ 882.81	Supplies, fees, books
038843	AG Payroll Account	\$ 343,757.02	June Net Payroll
038844	BANK OF ASHLAND	\$ 11,100.21	Payroll Section 125 Deduct
038845	Blue Cross Blue Shield of NE	\$ 116,009.12	Payroll Health & Dental Ins
038846	Madison National Life	\$ 1,379.07	Payroll LTD Insurance Prem
038847	Madison National Life	\$ 797.91	Payroll Employee Life Prem
038848	Merchant Credit Adjusters, Inc	\$ 530.63	Employee Garnishment
038849	AG Payroll Account	\$ 15,782.67	Payroll Annuity Deduction
038850	AG Payroll Account	\$ 107,630.11	Payroll State Tax Wthhldg
038851	Retirement	\$ 94,255.70	Payroll Federal Tax Wthhldg
038852	TSA Consulting Group Inc	\$ 2,225.00	Payroll Retirement Wthhldg
038853	Vision Service Plan	\$ 903.34	Payroll Employee Vision Prem
038854	Gretna Public Schools	\$ 17,250.00	ELL Service-April and May 2019
038855	Mailroom Finance Inc	\$ 750.00	Postage Refill
038856	CenterPoint Energy Services	\$ 858.77	Natural Gas
038857	Ashland-Greenwood Activities	\$ 1,561.00	Ind Tech Equipment
038858	Ashland-Greenwood Hot Lunch	\$ 715.70	PS Student & Staff Meals
038859	American Printing House for the Blind I	\$ 244.00	HS Vision Supplies
038860	The Home Depot Pro	\$ 3,334.67	Custodial: Supplies
038861	Apple Inc	\$ 5,033.00	K-5 Reg Instr: I-pads and Hardware
038862	Ashland Auto Parts	\$ 46.76	Maint: Shop Supplies
038863	Ashland Disposal Service	\$ 644.50	Waste Disposal Services
038864	Ashland Pharmacy	\$ 55.58	COF Supplies
038865	Barnes & Noble Inc	\$ 204.56	MS Reg. Instr.: Supplies
038866	C & L Hardware	\$ 915.39	All Areas: Supplies
038867	Capital Business Systems, Inc.	\$ 588.06	Copier Use
038868	Charter Communications	\$ 76.51	Cable
038869	City Of Ashland	\$ 2,065.75	Water & Sewer
038870	Council Bluffs WinSupply Co	\$ 2,979.45	Maint: restroom sinks
038871	Collage Board	\$ 96.00	ADMIN: PSAT 1 test
038872	Cornhusker International Trucks, Inc.	\$ 49.25	Transportation: Equipment
038873	Creative Mathematics	\$ 747.00	Title II A: Inservice
038874	Crown Awards	\$ 64.49	Supplies
038875	Educational Design Solutions	\$ 2,961.00	Elem: Instr Software
038876	NCECBVI/ESU #4	\$ 336.00	Vision Services
038877	Follett School Solutions, Inc.	\$ 1,091.53	Media: Books
038878	Great Plains Appraisal Company	\$ 2,100.00	Property Appraisal
038879	Hillyard/Sioux Falls	\$ 1,070.18	Custodial: Supplies
038880	Holiday Inn Hotel & Conv. Center	\$ 102.95	Transporation Conf Lodging
038881	HMH Pub DBA Holt, Rinehart Winston	\$ 395.14	Special Ed: Achievement Forms
038882	Gina L Judds	\$ 95.02	Elem supplies-Pioneer Festival
038883	KSB School Law, PC LLO	\$ 1,812.50	Legal Services
038884	Matheson Tri-Gas, Inc/Linweld	\$ 242.77	Rental
038885	Learning Sciences International	\$ 2,500.00	Title II A: Software
038886	Gerard Lusinski	\$ 142.80	Gen Bus: Checks

**Ashland-Greenwood Public Schools' Claims****General Fund Claims****17-Jun-19**

<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
038887	Ian Mayer	\$ 54.00	Activity Worker
038888	MCI Communications Services, Inc.	\$ 66.70	Long Distance Service
038889	Menard Inc	\$ 499.57	Maintenance: Supplies
038890	NASCO (Aristotle Corporation)	\$ 127.30	HS instr: Supplies
038891	Nat'l Safety Co-Greater Omaha Chap.	\$ 450.82	Nurse-CPR & First Aid Training
038892	Nebraska Council of School Admin.	\$ 2,225.00	SPED Dir: Dues & Fees
038893	Nebraska Central Equipment Inc	\$ 1,353.61	Transport: Bus parts, child seat
038894	Nebraska Sprinkler	\$ 81.56	Supplies
038895	Nebraska Capitol Conference	\$ 450.00	NCC fees for 19/20
038896	Nebraska Department Of Ed.	\$ 85.00	Elem-Kindergarten booklets
038897	Northwest Evaluation Association	\$ 937.50	K-5 Reg. Instruction: Software
038898	O'Keefe Elevator Co.	\$ 453.99	Maint: Service Call
038899	One Source, Inc	\$ 85.00	Empl Backround Checks
038900	Omaha Public Power District	\$ 8,819.21	Electricity
038901	Paper101	\$ 1,533.88	All Areas: Paper Supplies
038902	J.W. Pepper & Son	\$ 74.99	2019 All-State Chorus Songs
038903	Phi Delta Kappa, Int'l Hdqr	\$ 95.00	ADMIN: MSHS PDK Membership
038904	Plains Equipment Group	\$ 831.58	Maint: replacement glass
038905	Quill Corp	\$ 577.89	Elem: Supplies
038906	Riverside Technologies Inc. (RTI)	\$ 2,872.00	Inst Tech: Hardware
038907	Saunders County Clerk	\$ 514.89	General Election Fees
038908	Saunders Medical Center	\$ 120.00	Transp: Employee Physical
038909	Davida Schejbal	\$ 100.00	Preschool-sign language interpreter
038910	Schmitt Music Center	\$ 15.90	HS Reg Inst Supplies (Band)
038911	Seton Identification Prod Co	\$ 866.63	Reg. Inst:Tech Supplies
038912	SOS Technologies	\$ 3,845.35	Nurse: AEDs and Supplies
038913	Southeast Community College	\$ 6,532.89	HS Tuition SENCAP classes
038914	Sparkling Klean	\$ 7,240.00	Janitorial Service
038915	Trugreen-Chemlawn	\$ 75.00	Maint: spray trees
038916	TSA Consulting Group Inc	\$ 83.33	Employee Benefit
038917	United Electrical Supply Co Inc.	\$ 390.15	Maintenance: Supplies
038918	University Of NE at Kearney	\$ 100.00	Transportation: Dues & Fees
038919	University Of Nebraska-Lincoln	\$ 70.00	Ag ed curriculum workshop
038920	Voyager Fleet Systems, Inc.	\$ 3,809.12	Transp: Fuel
038921	Wahoo-Waverly-Ashland News	\$ 153.94	Bd Of Ed: Adv & Printing
038922	Beverly Wlggs	\$ 5,139.28	Occupational Therapy
038923	Windstream	\$ 230.50	Local Telephone
038924	Admin Operations	\$ 1,270.21	Lodging, Travel, Fees
038925	Ashland Auto Parts	\$ 8.98	Maint: Shop Supplies
038926	Bobcat of Omaha	\$ 21.42	Maint: Bobcat Parts
038927	Boys Town YOUTH ASSISTANCE	\$ 7,921.44	Student Tuition
038928	C & L Hardware	\$ 39.68	Maintenance: Supplies
038929	Brooke L Cheleen	\$ 1,131.64	Physical Therapy
038930	Council Bluffs WinSupply Co	\$ 4,410.87	Dust Collection replacement
038931	Fairfield Inn	\$ 104.95	Lodging Mental Health

**Ashland-Greenwood Public Schools' Claims**

**General Fund Claims**

**17-Jun-19**

<b>Check No.</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
038932	Holiday Inn Hotel & Convention Center	\$ 99.95	Lodging Mental Health Conf
038933	IdentiSys Incorporated	\$ 230.41	Instruction: Supplies
038934	Interstate-All Battery Center	\$ 326.90	Maintenance: Supplies
038935	Kasuske and Sons Construction	\$ 2,695.00	Maint: Move Lockers
038936	Matterhackers, Inc.	\$ 2,187.99	Instr: Furn. and Equipment
038937	MobyMax, LLC	\$ 4,990.00	Elem: Inst. software
038938	National Business Furniture LLC	\$ 959.76	Board Flip Tables
038939	Nebraska ESU Coop Purchasing	\$ 707.00	Media: Movie Licensing Fees
038940	PayFlex Systems USA Inc	\$ 270.40	Employee Benefit
038941	Security Fence, Inc.	\$ 750.00	Maintenance Track Fence
038942	United Electrical Supply Co Inc.	\$ 347.25	Maintenance: Supplies
038943	Williams Sales & Service	\$ 6,316.52	Transp: Bus Inspec
038944	Windstream	\$ 717.61	Local Telephone Service

**Incompletes**

Amplify	MS Science Texts-materials
Centerpointe Energy	Natural Gas
Charter	Cable
Davis Heating and Air	Heating and Air
Delta Electric	Electrical
Dostals	Concrete
Heines Painting	Painting LockerRoom
Houghton-Mifflin	Texts Elem Science texts
Insight	8 to Great Handbooks
Johnson Controls	Electrical
Kasuske	Locker Removal
Keiser	Construction
Loftus Septic	Drain Work
Mailroom Finance (NEOPOST)	June Postage- Meter Lease
Nebraska Central Equipment	Bus Parts
Omaha World Herald	Advertising and Printing
Rosenboom	Concrete work
School Specialty	Supplies-Furniture
Security Fence	Fence
Spartan Nash/No Frills	Food, Supplies
VISA	Travel, Lodging, Supplies
Weathercraft	Roof Leaks

Authorized by:

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Ashland-Greenwood Public Schools' Claims  
Student Fee  
June 17, 2019

Date	Check No.	Vendor/Description	Amount
6/7/19	1409	VISA MS Incentive Deposit Bubble Soccer	\$ 50.00
6/17/19	1410	ACT Finance Student Testing	\$ 975.00
6/17/19	1411	Jostens Addl Cap & Gown	\$ 34.95

Authorized by:

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Ashland-Greenwood Public Schools  
May 20, 2019 to June 17, 2019  
Administrative Operations Account

Date	Check No	Description	Amount
5/21/19	5973	USPO, Package Mailed Sped	\$ 56.92
5/23/19	5974	NE Academic Decathlon Student Enry Fee	\$ 175.00
5/29/19	5975	NE Ag Education Assoc, Case Wrkshop	\$ 250.00
5/30/19	5976	K Alley, Mileage	\$ 29.00
5/30/19	5977	T Williams, Fuel	\$ 104.88
5/22/19	debit	F& M New binder	\$ 41.86
6/3/19	5978	S Wardyn Mileage Trainor	\$ 150.80
6/3/19	5979	K Fangmeyer, Mileage	\$ 146.16
6/10/19	5980	R Kissel, Mileage	\$ 177.48
6/12/19	5981	US Treasury, PCOR fee	\$ 2.39
6/12/19	5982	R Rist, Mileage	\$ 110.20
6/17/19	5983	M Hohensee Mileage	\$ 25.52

Authorized by:

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**EDUCATIONAL SERVICE UNIT NO.2**  
**2019-20 SPECIAL EDUCATION SERVICES CONTRACT**

Agreement made 1/31/2019 between School District No. 78-0001, Ashland-Greenwood, in the County of Saunders, State of Nebraska, hereinafter referred to as the District and Educational Service Unit No. 2 at Fremont, Nebraska, hereinafter referred to as the Servicing Agency.

1. The Servicing Agency agrees that it will furnish to the District the following services that meet the requirement of the Nebraska Department of Education as follows:

<b><u>PROGRAMS*</u></b>	<b>FTE</b>	<b>COSTS</b>
School Psychologist	0.00	\$0
Speech/Language Pathologist	0.00	\$0
Occupational Therapist	0.00	\$0
Teacher of Vision	0.60	\$67,433

<b><u>ADMINISTRATIVE SERVICES</u></b>	
Administration Services	\$ 0
Supervision (8% of Total ESU 2 SpEd Program Costs)	\$ 5,395
<b>TOTAL 2019-20 CONTRACTED PROGRAM COSTS</b>	<b>\$72,828</b>

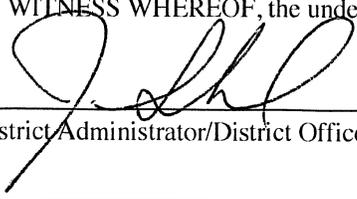
**\*Billing for Speech, Occupational Therapy, Vision programs and administrative services will be divided into ages 0-2, ages 3-4 and school age costs at the first billing, September 2019. Rates subject to change once final rate app is approved.**

**PLEASE SIGN AND RETURN TO ESU #2 SPECIAL EDUCATION DEPARTMENT**  
**after your next School Board Meeting.**

**Thank you!**

2. These "Estimated Costs" are set forth as a guideline only. Actual costs will be determined by the Servicing Agency when all special services have been contracted for and total personnel and material requirements of the Servicing Agency have been finally determined. Estimated Service costs are computed based on the following costs: salaries, fixed charges, materials and supplies, mileage, drive time, and personnel in-service. The State Department of Education requires that mileage costs be included in the overall service charges. They are not to be computed separately or billed separately. Supervision charges computed at 8% of service costs comply with State Department regulations. If the total amount of revenue is not sufficient to cover the budgeted expenditures, school district will be assessed the additional monies on a pro-rated basis to cover those costs for each program. If revenue exceeds expenditures in all account areas, all excess revenue will be placed in a carryover account to be used to pay unexpected expenses and program costs associated with staff, instructional equipment/materials, office supplies and other costs relevant to the programs.
3. The term of this agreement shall be between August, 2019, and May, 2020.
4. The District agrees to pay to the Servicing Agency the sum billed by the Servicing Agency for the State approved Special Education and related services which the Servicing Agency has agreed to provide in paragraph "1" above. The Servicing Agency agrees to formally bill the District on a periodic basis throughout the term of this agreement with the final billing adjusted to include actual costs of service referred to in paragraph "2" above. However, if necessary, to generate the full reimbursement of service cost, said costs shall be billed up to the amount of contracted services set forth in paragraph "1" whether or not said services were fully used by District for the entire term of this agreement.
5. The District agrees that its payments will be made each billing period forthwith upon receipt of billings from the Servicing Agency.
6. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District Personnel for the purposes of evaluating each child's progress.
7. The Servicing Agency retains the right to designate personnel to provide the services. All special education personnel provided by the Servicing Agency shall be endorsed or shall be under the supervision of fully endorsed staff member.
8. Servicing Agency personnel may be scheduled for professional development activities as determined by Educational Service Unit No. 2 policy.
9. The policy regarding sick leave and personal leave shall be determined by the Servicing Agency for personnel providing services to the District and the related costs shall not be deductible from the agreed upon charges in paragraph "1" hereof.
10. The Servicing Agency retains the right to establish personnel contract year conditions. Personnel will follow the Agency calendar as approved by the Servicing Agency Board unless a deviation from such is mutually agreed upon by the Administrator of the Agency and of the contracting school board.
11. In the event of default by the District in payment as aforesaid, the Servicing Agency may cancel this contract and without notice refuse further service to the District and the District shall remain liable for payment for the contracted services for the full term of this contract.
12. It is understood and agreed that in the event for any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

IN WITNESS WHEREOF, the undersigned have signed this Agreement the day and year first above written.

  
 \_\_\_\_\_  
 District Administrator/District Officer

6/3/19  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Servicing Agency Officer/Educational Service Unit No. 2

\_\_\_\_\_  
 Date

**Ashland-Greenwood**  
 School District

**78-0001**  
 District Number

**Saunders**  
 County, Nebraska

**Beverly J. Wiggs, OTR/L  
Occupational Therapist  
16133 Sahler Street  
Omaha, NE 68116  
402-659-6739**

**BEVERLY WIGGS SERVICE PROVIDER CONTRACT**

This contract made by and between the Ashland/Greenwood Public School District, in the State of Nebraska, and Beverly J. Wiggs, occupational therapist.

The Ashland/Greenwood Public School District hereby agrees to contract occupational therapy services with Beverly Wiggs, OTR/L for the 2019-2020 school year.

**TERMS AND CONDITIONS**

Beverly Wiggs will provide occupational therapy services to those students identified as needing services by the Ashland/Greenwood Public School System.

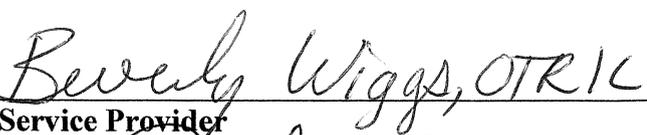
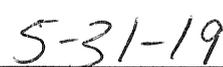
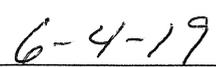
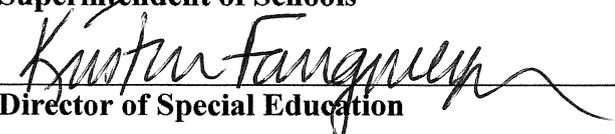
Beverly Wiggs will provide occupational therapy services to the students that qualify for occupational therapy as established by the I.E.P. /M.D.T. /I.F.S.P. Team. The frequency of occupational therapy services will be provided as specified on the I.F.S.P. / I.E.P for each student.

Beverly Wiggs will submit an itemized monthly billing summary to the Ashland/Greenwood Public School District. These monthly billing summaries will reflect the current state approved rate for occupational therapy services. Within a reasonable time frame (within a month of bill being submitted), the Ashland/Greenwood School District will reimburse Beverly Wiggs for the amounts billed.

Beverly Wiggs will only bill the Ashland/Greenwood School District for those items/services that are reimbursable by the State of Nebraska.

Beverly Wiggs will provide proof that she is licensed by the State of Nebraska, and that Beverly Wiggs is an Approved Service Provider by the State of Nebraska per request.

Either party may terminate this contract within thirty (30) day written notice to the other party.

 Service Provider	 Date
 Superintendent of Schools	 Date
 Director of Special Education	 Date

Elementary Principal's Report  
Board of Education Meeting



June 17, 2019

- ✚ Summer school is in session from May 30 – June 19. Twenty-four 1<sup>st</sup>-5<sup>th</sup> grade students are attending the elementary program. During summer school, students have an opportunity to practice and extend their skills in reading, writing and math. The teachers are also incorporating many hands-on science experiences for students.
- ✚ June is a time for updating many items such as the Elementary Student-Parent Handbook, Preschool Parent Handbook, Elementary Staff Procedures (i.e. – drill procedures, lunch/recess schedules, supervision schedules, etc...) and K-5 schedules for specials. NDE reports have been completed and EC special education data for OSEP reporting has been reviewed and reports run.
- ✚ Building improvements are underway. Improvements include: (1) new carpet in Rm 209, (2) painting of classrooms, stairwells and the gymnasium, (3) installation of new 3<sup>rd</sup> floor student lockers, and (4) restroom sinks and stall dividers. The playground surfacing material is currently being replaced due to some areas where the material is splitting. This work is covered under warranty.
- ✚ Kindergarten classroom lists are 'under development' and letters will be mailed to parents with their child's classroom assignment next week.
- ✚ We are in the process of accepting applications for the special education paraeducator openings. Interviews will be held the week of June 24th.
- ✚ A Preschool Advisory Meeting will be held the evening of July 18. Our community partners, as well as our 19.20 preschool families, will be invited to an Open House and meeting. This meeting will provide our families an opportunity to meet one another, receive information, sign-up for fall home visits and provide input on various preschool topics.
- ✚ I will be attending the following professional development opportunities this summer:
  - Student Ownership for Success Conference in Grand Island, NE on July 16. I will attend this conference with seven members of the elementary ELA Committee.
  - NDE Curriculum Workshop in Kearney, NE on July 25-26.
  - NDE Administrator Days in Kearney, NE on July 31-August 1.



### Summer School Report:

- Ⓐ 11 students in entering grades 6-8 (Vicki Washburn & Jake Nichelson) focusing on support and practice in Math and Language Arts.
- Ⓐ 17 students entering grades 9-12 (Jon Richards) working on practice/support or credit recovery to stay on pace for graduation. As of today, there have been 75 earned credits to make up for failed credits.
- Ⓐ Overall our Summer school numbers from the past couple of years is very consistent (upper 20's, low 30's).

### Work in June:

- Ⓐ Review Handbook and make editing changes and policy and/or practice changes as needed. This year with policy review, this process a bit more involved for alignment purposes.
- Ⓐ Review student performance data to invite students to take accelerated Math (7<sup>th</sup> graders to 8<sup>th</sup> grade Math, 8<sup>th</sup> graders to Algebra 1).
- Ⓐ Building a 6<sup>th</sup>-8<sup>th</sup> grade middle school schedule. Sharing specials teachers makes this difficult. Far from completed, but, last year we had 12 or more courses that had 30 or more kids in the classrooms. This year, only PE and Music/Band will have numbers at 30 or more.
- Ⓐ Building improvements are in progress. Paint in classrooms, wall graphics & signage, flooring and carpeting, locker moves, new classroom (C2.5) and high school locker room renovation and new lockers, paint, and epoxy flooring. Custodial is cleaning and shining up each classroom.
- Ⓐ I serve as the conference president Capitol Conference and will continue that role in 2019-2020.
- Ⓐ I will serve as President elect of Nebraska State Association of Secondary School Principals in 2019-2020 and as State President in 2020-2021.
- Ⓐ I serve on the Ashland Area Economic Development Corporation (AAEDC) as the permanent member of the Board as a representative of the school. I am year 2 of serving as President of this Board. We are currently partnering with Southeast Nebraska Development District (SEND) and are moving toward a partnership hiring of a new executive director of our organization. We will be looking for a new school representative as I will be going off of this board following next January's annual meeting (January of 2020).

### Conference Re-alignment:

- Ⓐ The past 2 years, the Capitol Conference has been discussing the future of the conference, as two schools (Platteview & Wahoo) are either Class B in all activities, or, nearly Class B in all activities and have been looking at other options. Instead of just sitting by and waiting for schools to leave, we (Principals from each member school) have been engaged in discussions about the future of the conference. We determined that this conference is a "Class C" type of conference and the tradition has been, 'if you get too big, you leave.' This may impact us in the next 3-5 years, too, when we get to be Class B consistently in all activities. Wahoo and Platteview will LEAVE the Capitol Conference after the 2019-2020 school year.
- Ⓐ LOUISVILLE will join the Capitol Conference in 2020-2021. The Capitol may expand to 10 schools to be in position to withstand more schools leaving in the future. Considerations to add Logan View and Malcolm may take place and Auburn and Falls City have expressed an interest.



Awaken, Develop, Enhance

**Jason Libal – Board Report – July 17th, 2019**

- 1. Property Acquisition Update:** In an effort to address increased growth and enrollment needs, we have continued our efforts to acquire property adjacent to the Middle School/High School campus. Obviously, being good stewards to our patrons and taxpayers is of highest priority. Being fiscally responsible is of utmost importance. Thus, at this time, we will no longer pursue the El Rancho property to address our needs. We will continue to look at other options related to adjacent property.
- 2. Summer Projects and Improvements:** We are in full force related to district-wide improvements and upgrades. We have made strong progress related to projects such as; new carpeting, lockers, painting, HVAC, locker room improvements, etc... In addition, we continue our efforts in utilizing every available space in both buildings.
- 3. Surplus Sale:** Once again, we will be holding a district-wide surplus sale on Thursday, July 25th. The sale will be held at the west parking lot of the elementary school. We are currently collecting and building an inventory related to the sale. I will provide more information at the July meeting.
- 4. Questions, Comments, Concerns**

KAREN A. HAASE  
STEVE WILLIAMS  
BOBBY TRUHE



COADY H. PRUETT  
SHARI RUSSELL, Paralegal

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## M E M O R A N D U M

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To: KSB Policy Service Subscribers  
FROM: KSB School Law  
DATE: June 3, 2019  
RE: Annual Policy Updates

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Attached are the 2019 KSB School Law policy updates. We have also included changes to our standard forms and updates on some other laws which do not require changes to policies but do present new obligations or things to keep in mind as you enter the 2019-20 year. We have broken these down in 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Tuesday, June 4, 2019 at 9:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or "tweaked" to meet your individual circumstances.

### **Policy Changes**

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#### **REVISION OF POLICY 2002: Organization of the Board**

LB 399 changes the name of the Committee on Americanism to the Committee on American Civics. You must appoint this committee at the

beginning of each calendar year. Previously, you appointed the committee at the beginning of each school year.

The duties of this committee now include the following:

- Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
- Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill pride and respect for the nation's institutions and not be merely a recital of events and dates;
- Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
  - Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event

- commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
- Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

Other requirements of LB 399 include the following:

- All social studies courses approved for grade levels as provided by this section shall include and adequately stress contributions of all ethnic groups to (a) the development and growth of America into a great nation, (b) art, music, education, medicine, literature, science, politics, and government, and (c) the military in all of this nation's wars.
- All grades of all public, private, denominational, and parochial schools, below the sixth grade, shall devote at least one hour per week to exercises or teaching periods for the following purpose:
  - The discussion of noteworthy events pertaining to American history or the exceptional acts of individuals and groups of Americans;
  - The historical background, memorization, and singing of patriotic songs such as the Star-Spangled Banner and America the Beautiful;
  - The development of respect for the American flag as a symbol of freedom and the sacrifices of those who secured that freedom; and
  - Instruction as to proper conduct in the presentation of the American flag.
- In at least two of the three grades from the fifth grade to the eighth grade in all public, private, denominational, and parochial schools, time shall be set aside for the teaching of American history from the social studies curriculum which shall be taught in such a manner that all students are given the opportunity to (a) become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for both the Constitution of the United States and the Constitution of Nebraska and (b) prepare to preserve, protect, and defend freedom and democracy in our nation and our world.
- In at least two courses in every high school, time shall be devoted to the teaching of civics and American history as outlined in the social studies standards adopted pursuant to section 79-760.01, during which courses specific attention shall be given to the following matters:
  - The Declaration of Independence, the United States Constitution, and the Constitution of Nebraska, and the structure and function of local government in this state;

- The benefits and advantages of representative government, the rights and responsibilities of citizenship in our government, and the dangers and fallacies of forms of government that restrict individual freedoms or possess antidemocratic ideals such as, but not limited to, Nazism and communism;
- The duties of citizenship, which include active participation in the improvement of a citizen's community, state, country, and world and the value and practice of civil discourse between opposing interests; and
- The application of knowledge in civics, history, economics, financial literacy, and geography to address societal issues.
- Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the superintendent in every public, private, denominational, and parochial school on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session.
- Every school board, the State Board of Education, and the superintendent of each school district in the state shall be held directly responsible in the order named for carrying out this section. Neglect thereof by any employee may be considered a cause for dismissal.

The State Board of Education has been directed to adopt rules and regulations to carry out these provisions and to ensure that all of these requirements are carried out by each school district.

**This change is required.**

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### **REVISION OF POLICY 2006: Complaints**

We have added a section to this policy that makes it clear that parents of students with IEPs and Section 504 plans cannot use the complaint process to side-step the formal administrative exhaustion requirements found in those laws and the accompanying regulations. We have had several instances over the last year in which unhappy special education parents have tried to appeal to the board to override decisions made by the student's IEP team. That is simply not allowed by the Individuals with Disabilities Education Act. We also believe this edit will make it more difficult for special education parents to sue the school district for money damages by seeking to identify a conflict over a disabled students' education as a Section 504 issue rather than an IDEA issue.

**This change is required.**

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**REVISION OF POLICY 2014: Relationship with School Attorney  
NEW NAME: Relationship with District Legal Counsel**

We have revised this policy to swap out the term "school's attorney" for "district legal counsel." We think this will make it clearer that the school's law firm serves at the discretion of the board of education, and the board is free to use law firms and legal services whenever it deems advisable. We have also added a provision in the policy that allows the board president or superintendent to retain an attorney if there is a pressing situation between board meetings. For example, this will allow the superintendent to retain a hearing officer before a personnel hearing if there is not a board meeting before the date of the hearing.

**This change is not required but is highly recommended.**

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**NEW POLICY 2017: Indemnification and Liability Insurance**

Nebraska statute section [79-516](#) has long provided broad authority for a board to purchase liability insurance and to indemnify board members, employees, and agents of the school in the event they become involved in a legal proceeding. This includes lawsuits, as well as administrative hearings, investigations, and others.

Most boards have purchased broad insurance coverage for defense costs and damages, but no insurance provider covers every single circumstance in which a board might want to indemnify board members or employees. This is why many administrator contracts have provisions providing indemnification if the administrator is involved in employment-related legal proceedings.

Some circumstances are trickier than the standard employment contract covers. For example, the board might want to provide indemnification for a principal facing a PPC complaint in some but not all situations. Similarly, there are a few obscure statutes under which a school board member could face criminal charges for the execution of his/her duties. These circumstances are not covered by insurance carriers but section 79-516 will allow the school board to provide a legal defense to the employees or board members in these circumstances.

This policy is designed to make it clear that the board may, but is not required, to provide a defense at the outset of these sorts of circumstances. This policy also allows the superintendent to procure legal services for other

employees in certain circumstances under their authority to secure legal services.

**This policy is not required but is highly recommended.**

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**REVISION OF POLICY 3003.1: Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds**

Very few school districts in Nebraska use federal funds for construction projects. However, those districts that do use federal dollars for construction must follow all of the special provisions required by the federal government. We included all of these special requirements in Policy 3004.1, but we have had feedback from auditors and NDE compliance reviewers that it is better to have all of these unique requirements centralized in the construction policy as well.

We have also modified this policy to make it clear that, although the federal limit for solicitation of sealed bids is \$250,000, Nebraska state law requires formal bidding for all construction projects with an anticipated aggregate cost of \$100,000 or more.

**This change is required, even though it is likely to impact very few districts.**

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**REVISION OF POLICY 3004.1: Fiscal Management for Purchasing and Procurement Using Federal Funds**

This revision just fixes a typographical error that we discovered when we were transferring duplicate sections of Policy 3004.1 into Policy 3003.1.

**This change is required.**

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**REVISION OF POLICY 3016: Smoking**

Two bills passed this year criminalizing the use of “electronic nicotine delivery systems,” defined as “any product or device containing nicotine, tobacco, or tobacco derivatives that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to simulate smoking by delivering the nicotine, tobacco, or tobacco derivatives in vapor, fog, mist, gas, or aerosol form to a person inhaling from the product or device.” LB 149 criminalizes the use of an electronic nicotine delivery system by any minor *under the age*

*of 19*. LB 397 criminalizes the use of an electronic nicotine delivery system by any minor *under the age of 18*. We have added the term “electronic nicotine delivery system” to the policy and cleaned up and added some additional terms. There are three options under this policy, and the district must choose one.

**This change is not required but is highly recommended.**

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### **REVISION OF POLICY 3028: Sex Offenders**

This policy has been amended to note that the second paragraph is no longer required by the Nebraska Sex Offender Registration Act. Several years ago, prior to changes to the Act, schools would get information about certain offenders not available to the general public. The Act used to require schools to disclose that information to its stakeholders. Now that nearly all offender information is publicly available, school districts may, but are not required to, notify staff members, parents, and students of any registered sex offenders residing in the school district. If you wish to continue to provide such notice, no policy change is required. If you do not wish to continue to provide such notice, you may delete this paragraph.

**This change is not required.**

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### **POLICY 3039: Threat Assessment and Response**

Policy 3039 was revised for clarity, but no substantive changes were made to Options 1 and 2.

**These changes are required.**

This policy was also updated to add a third option for school boards who decide to adopt the policy naming a “Law Enforcement Unit” under FERPA, discussed below. This option to Policy 3039 provides that the law enforcement unit will be responsible for conducting threat assessment investigations, and will share the results of that investigation with the superintendent for further action. However, please note that this is not required even if you chose to adopt the policy designating a law enforcement unit.

**This change is not required.**

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## **POLICY 3046: Animals at School**

We received many questions over the past year about former Policies 3046: Service Animals; 5060: Animals; and 5061: Therapy Dogs. In an attempt to better address these issues and to avoid further confusion, we have decided to combine all of the animal policies into Policy 3046: Animals at School.

The first section of this policy addresses the instructional use of animals in school. The policy requires the written permission of the superintendent or the building principal before a teacher can have an animal like a class pet in the building. We would be happy to tailor this section of the policy to address any different procedure that you might use.

The second section of this policy addresses service animals and is identical to our 2017 Policy Update, when we changed Policy 5060: Animals into Policy 3046: Service Animals. Some policy subscribers did not delete Policy 5060 at that time, which has resulted in some confusion. **If you have Policy 5060: Animals in your service, please delete it!**

The third section of this policy addresses “therapy animals” and was in former Policy 5061: Therapy Dogs. That policy was originally limited to dogs and placed in the 5000 series when it was created in 2012 at the specific request of policy subscribers that wanted to allow teachers to bring their therapy dogs to school. As you are probably aware, the news has been full of stories regarding people taking or attempting to take their therapy animals to a wide variety of public locations. Nebraska schools have not been immune to this trend. Many of our client schools have received requests from staff members, students, and members of the public to be allowed to bring their “therapy animals” to school.

The Americans with Disabilities Act (ADA) requires schools to allow students who comply with federal regulations to bring dogs and miniature horses to school. However, those regulations explicitly state that animals that provide only “emotional support, well-being, comfort, or companionship” (i.e. “therapy dogs”) are not service animals. Schools are not *required* to allow therapy animals at school under the service animal regulations. Are schools required to allow therapy animals into school as an accommodation under the ADA? Unfortunately, there is no guidance in the ADA or its regulations about allowing emotional support animals or therapy animals at school as an accommodation for a staff member, student, or patron. For this reason, we have given you **two options**. One is to allow therapy animals brought by a school employee when (1) approved by an administrator and (2) it is for the benefit of students. Otherwise, therapy animals are prohibited except as otherwise required by law. The second option bans therapy animals in school except as otherwise required by law. Obviously, there are other

options available. Please contact us if you would like to explore those other options.

**This change is required. DELETE Policy 5060: Animals if you did not do so after the 2017 policy updates; DELETE Policy 5061: Therapy Dogs; and select either Option 1 or Option 2 under the third section of this policy.**

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### **REVISION OF POLICY 3050: Technology in the Classroom**

Over the last year, we've received a number of calls regarding the use of smart speakers and other devices, such as AngelSense devices. In response, we updated this policy to provide additional clarity regarding the use of smart speaker devices and other forms of assistive technology that are becoming more widely used and requested. The updated language indicates that teachers may use smart speakers with the permission of building administration. Additionally, the updated language clarifies that assistive technology devices, such as AngelSense devices, that actively or passively create or transmit audio or video recordings must have that function disabled while being used in district classrooms, unless otherwise required by law.

**This change is not required.**

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### **NEW POLICY 3051: Opioid Overdose Prevention and Response**

In 2015 the Nebraska Unicameral authorized expanded access to naloxone, an opioid antagonist which is administered to individuals who are experiencing an opioid overdose. Naloxone, also known by its brand name Narcan, has been used by emergency responders for many years. Although the naloxone statute allows for dispensing naloxone without a prescription, the Department of Health and Human Services, Division of Public Health, has also issued a standing order to facilitate the availability of naloxone.

We have had several policy service subscribers ask us about the policy which they should have in place if they wish to stock and administer naloxone. This policy has been reviewed by both the Nebraska Department of Education and the Nebraska Department of Health and Human Services. The National Association of School Nurses has a naloxone administration protocol, which school nursing staff can review [here](#). There are also a number of programs which will provide schools with access to naloxone at little or no cost, which you can review [here](#).

**This policy is NOT required unless your district wants to stock and administer naloxone.**

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### **NEW POLICY 3052: Leasing Personal Property**

This is a new policy. It provides the authority for authorized personnel to lease personal property (e.g., equipment, goods, etc.) from vendors for school district use. Each board of education will need to select the total lease amount above which written quotes/estimates will be required to be obtained from multiple vendors.

This policy also provides the authority for the superintendent to lease out district-owned personal property that is not needed for school purposes. Boards will have to decide (1) the threshold (dollar amount) of the fair market value of the personal property under which the superintendent may lease out such property without board authorization, and (2) the maximum number of days that the superintendent can agree to lease out district-owned personal property.

**This policy is not required but is highly recommended. If it does not reflect your current practice, you should speak with one of us to tailor it to meet your current practices.**

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### **MOVED POLICY 3053: Nondiscrimination**

This policy has been 4001 in our series for some time. However, because it contains nondiscrimination provisions for laws that apply to students and staff, we have decided that it is more appropriate to have it in the 3000 series. Policy 4001 will now be “[Intentionally Left Blank].”

Be sure to check any internal references you may have made to this policy in other locations. Please note this is a nondiscrimination policy. You are also required to have nondiscrimination notices which you likely include in your handbooks, on your website, etc. We have updated our standard nondiscrimination notice below, as well, so now is a good time to review the policy and notices together.

**This move is required.**

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## **POLICY 3054: Law Enforcement Unit**

In the wake of increased threats to school districts' safety and security, we've had several subscribers interested in providing more information to law enforcement and other third parties outside the district. For example, several schools have asked whether they can provide law enforcement with live access to video surveillance cameras. Generally speaking, FERPA requires schools to obtain parental consent before disclosing education records, unless the disclosure fits within one of the narrow exceptions.

However, FERPA places no limits on the disclosure of records created and maintained by a district's designated "law enforcement unit." That means "law enforcement unit" records may be shared much more freely, because they do not constitute education records under FERPA.

Law enforcement units are defined as the school district staff or group which is charged with (1) maintaining the physical security and safety of the district to enforce any local, state, or federal law, or (2) authorized to refer criminal matters to appropriate authorities. These responsibilities mean that the school district's "law enforcement unit" may be responsible for the creation of records, such a video surveillance footage, that can be disclosed without regard to the restrictions of state and federal law.

Boards of education who want to share information like security footage with the police and others can use this policy to designate a school staff member or group as the district's "law enforcement unit." Before designating a law enforcement unit, however, boards should consider the complex legal and practical implications of designating a law enforcement unit. This includes understanding the scope and application of this "exemption" from FERPA, the use of law enforcement units and law enforcement unit records for disciplinary purposes, and the treatment of law enforcement unit records in different contexts and under different laws.

If you choose to adopt this policy, you should also update Policy 5016: Student Records, with the optional language addressing law enforcement unit records. As further discussed above, Policy 3039: Threat Assessment and Response was also updated with optional language available to schools that adopt this policy.

**This policy is not required.**

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## **DELETE POLICY 4001: Nondiscrimination**

This policy has been moved to the 3000 series. It will now be Policy 3053. Your index for the 4000 series should indicate that Policy 4001 will now be “[Intentionally Left Blank].”

**This move is required.**

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## **REVISION OF POLICY 4048: Assessment Administration and Security**

We have updated the internal references from Nebraska State Accountability (NeSA) to the Nebraska Student-Centered Assessment System (NSCAS).

**This change is required.**

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## **REVISION OF POLICY 4052: Job References to Prospective Employers**

Last summer the US Department of Education issued a Dear Colleague letter highlighting the requirements of Section 8546 of ESEA (20 U.S.C. § 7926). You can review the letter [here](#). ESEA states that all schools must have a policy prohibiting school employees from providing assistance in obtaining a new job to an employee, contractor, or agent if the school knows or has probable cause to believe that he/she has engaged in sexual misconduct with a student or minor in violation of the law. The prohibition does not apply to routine procedures regarding the transmission of administrative or personnel files, but prohibits the district or its agents from doing anything more than that to help the employee obtain new employment. This policy has been updated with a general prohibition as required by law.

**This change is required.**

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## **REVISION OF POLICY 5002: Admission of Students**

The Nebraska Supreme Court’s Commission on Children and Families in the Courts is working to improve the educational outcomes for court-involved students. One of the major impediments to these students’ educational success is a lack of educational stability. The Commission’s Education Sub-committee has developed a form called the “Education Court Report” which is designed to force probation officers and DHHS caseworkers to seek information about a student’s educational situation before the agency changes the student’s educational placement. If you have never seen the

form, [here](#) is a copy for you to review. Unfortunately, too few probation officers and caseworkers are completing this form. The new wording in Policy 5002 states that schools will ask to review the Education Court Report before enrolling a court-involved student. Note that we cannot refuse to enroll a student without the Education Court Report. We are hopeful that if schools consistently ask to review the Report, however, that this will prod the agencies to more consistently complete the form.

**This change is not required but is highly recommended.**

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### **REVISIONS OF POLICY 5016: Student Records**

Under the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA) there must be "data protections" set up around the personally identifiable student information in education records. The US Department of Education identifies elements which must be present in contracts between local education agencies and the testing companies. The good news is that in Nebraska the state department of education has signed a single statewide contract with ACT, Inc. The revision to Policy 5016 makes it clear that any information disclosed to ACT, Inc. by the school is pursuant to the portion of FERPA which allows schools to disclose information to their state departments of education. It also makes it clear that any redisclosure of information about student test scores by ACT, Inc. is governed by the NDE contract and not within the control of the local school district.

**This change is required.**

Under the section designating "school officials," we have added in the school district's insurance carriers. When schools report incidents which may trigger coverage, we often get the question of whether FERPA-protected information can be disclosed. This allows schools to disclose information and records to insurance representatives required to exercise the district's rights under the policy. It also eliminates a sentence which is more restrictive than required under federal law.

**This change is required.**

This policy was further updated to include optional language regarding the records of law enforcement units. This language should only be included if you also adopt the policy designating a law enforcement unit, discussed above.

**This change is optional, and should only be made if you also adopt a policy designating a law enforcement unit.**

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### **REVISION OF POLICY 5017: Routine Directory Information**

LB 575 adds a provision to state law to provide equal access to high schools for military recruiters that is enjoyed by all other post-secondary recruiters who visit high schools and speak with students about opportunities after graduation. This is the same concept put into law by the federal government under the 2001 No Child Left Behind Act, but the wording of the state law is slightly different than the federal law which necessitates an amendment to this policy.

**This change is required.**

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### **REVISION OF POLICY 5022 OPTION A: Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services**

We modified the section in only this option of the policy relating to administrators being present in student interviews by law enforcement. We also deleted the requirement for administrators to intervene in the interviews with law enforcement.

**This change is not required but is highly recommended.**

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### **REVISION OF POLICY 5035: Student Discipline**

We revised two of the "school rules" in this policy. First, we added provisions prohibiting the possession, handling, or transmission of a look-a-like weapon and simulating the possession of a weapon. Second, we updated the wording related to vaping to include "an electronic nicotine delivery system" (discussed above in Policy 3016). We also changed a reference to "state law" to "the Nebraska Criminal Code" to track the wording found in section 79-293 regarding the requirement to report certain violations to law enforcement.

**This change is required.**

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## **REVISION OF POLICY 5045: Student Fees**

We revised this policy to add a section addressing fees associated with technological devices, which are becoming increasingly prevalent as more schools utilize 1:1 device programs. While such fees are lawful in limited circumstances, it is important that the policy and the district's practice make clear that fees will not be charged for the use of these devices when they are necessary to access the basic curriculum.

Additionally, we revised the formatting of the policy, because the previous tables used to list fees sometimes made it difficult to customize the policy.

**This change is not required.**

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## **REVISION OF POLICY 5063: Audio and Video Recording**

We've had a number of districts ask for guidance in dealing with student use of devices that actively or passively create or transmit audio or video recordings. This policy was updated to provide additional clarity with respect to this issue. As devices like Amazon Echo, Google Home, Apple HomePod, and AngelSense trackers are becoming more popular in use, more students are bringing these devices to school, sometimes unbeknownst to the district. In some situations, parents may be under the impression that their student is entitled to bring such a device to school. The updated language makes clear that students are generally prohibited from using such devices unless otherwise permitted by district policy or administration.

**This change is not required.**

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## **Forms Changes**

### **REVISION of Notice of Nondiscrimination**

Regulations implementing various antidiscrimination laws require recipients of federal funds to issue notices of nondiscrimination notifying students, parents, and others that the recipients do not discriminate on the basis of race, color, national origin, sex, disability, and age, and, if applicable, that they provide equal access to the Boy Scouts of America and other designated youth groups. Over the years, the U.S. Department of Education Office of Civil Rights (OCR) has approved various versions of the Notice of

Nondiscrimination used by our school district clients. Those different versions found their way into our stand-alone notices, handbook provisions, policy provision, etc. In order to ensure uniformity, we have revised our Notice of Nondiscrimination to essentially follow the sample notice provided by OCR across our policies and handbooks.

**This revision is required.**

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### **REVISION OF 3000 FORM: General Facility Use Application**

The liability insurance coverage limits appearing in this form have been updated to reflect the school district requiring applicants seeking to use district facilities to furnish liability coverage with limits of \$5,000,000 per occurrence. This level of coverage is consistent with the limit on the school district's tort liability under the Nebraska Political Subdivision Tort Claims Act. Applicants can meet this requirement through a combination of underlying liability policies and umbrella/excess policies. Applicants are also required to name the school district as an additional insured to such policies on a primary and non-contributory basis.

**This change is required. Failure to adopt this update may leave a gap between the insurance coverage furnished by a facility user for the benefit of the district and the liability limitation under the Nebraska Political Subdivision Tort Claims Act.**

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### **Veterans Preference Not Hiring Letter (4000 Series)**

Under Nebraska's Veterans Preference laws (48-225 to 48-231), any preference-eligible applicant must be informed if they will not be hired and provided with their appeal rights. Here is the exact provision of the law:

Within thirty days after filling a position, veterans who have applied and are not hired shall be notified by regular mail, electronic mail, telephone call, or personal service that they have not been hired. Such notice also shall advise the veteran of any administrative appeal available.

If you have a preference-eligible veteran apply and submit the required forms and documentation, this letter can be used to provide the required notices. You can also provide notice via phone call or e-mail, but we prefer using a letter to document the notice when possible.

The law does not require a school district to have an appeal procedure. Our form policy service does not include an appeal right. If you permit an appeal, you should include that process in this letter.

**This form is not required but can be used to satisfy your obligations under the Veterans Preference law in Nebraska.**

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### **SPECIAL EDUCATION PROCEDURES (6000 Series Form)**

KSB updated our procedures in February in response to new requirements conveyed to school districts during the special education audits conducted by NDE. The revised procedures address all of the areas required by Rule 51, IDEA, and its implementing regulations.

**The adoption of these procedures is required.**

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### **Other Issues to Consider**

#### **COMMENT ON POLICY 5015: Protection of Pupil Rights and Related Handbook Requirement**

Nebraska is 1 of 29 states which require administration of a college entrance exam to meet the requirement to administer an assessment in reading/language arts and mathematics at least once in grades 9-12 the Elementary and Secondary Education Act (ESEA). However, last spring, the department within the U.S. Department of Education in charge of protecting student privacy issued a document which requires schools to take certain steps related to administration of these exams. You can review a copy of that document [here](#).

One of the issues that the US Department of Education is concerned about is the voluntary pre-test surveys that the testing companies include in their exams. These surveys ask questions about all kinds of topics: academic interests, participation in extracurricular activities and religious affiliation. That information is then sold by the testing companies to colleges, universities, scholarship services and other organizations for the purposes of college recruitment and scholarship solicitation.

The US Department of Education's new guidance emphasizes that these surveys implicate the Protection of Pupil Rights Amendment (PPRA). Under PPRA, parents have a right to be consulted regarding the development of

district policies related to surveys covering restricted topics; they must also be notified annually about the policies and "informed "whenever a survey includes questions on a restricted topic or when student information will be for the purposes of marketing or selling.

Most educators have assumed that since the survey questions at the beginning of the ACT are voluntary, a student can choose whether to complete them or not. But note that, unless the student is 18, it is not the *student* who gets to decide whether the survey will be completed, it is the parent. PPRA requires schools to notify *parents* and give *parents* the opportunity to opt their student out of participation in the pre-surveys (unless the student is emancipated or is 18 or older).

The PPRA also requires schools to make pre-test survey questions available for review by parents and students and to provide parents (and emancipated students or those 18 or older) with notice of the date the survey will be administered.

As written, Policy 5015 is general enough that it will not have to be revised. However, your student handbooks will need to be updated to address this issue. The updated KSB student handbooks will be distributed to full service subscribers soon. If you do not use KSB's form handbooks, you will need to provide this updated notice to parents.

**No change to 5015 is required, but your handbooks will need to be updated.**

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**COMMENT ON POLICY 5057: District Title I Parent  
and Family Engagement and School-Parent-Student Compact  
Example Title I**

Each year, our service subscribers get visits from the ESSA Federal Programs monitoring staff from NDE. As many of you will recall, we've worked with NDE proactively on policies like Homeless Students and Title I Parent and Family Engagement to be sure the policies are in compliance long before the monitoring staff ask for them.

This year, NDE staff told some administrators who that our policy 5057 was not sufficient. After discussing the matter with NDE, and after they once again reviewed our policy in light of the compliance checklist, we have been assured that our policy is compliant. If you are going through the ESSA Federal Programs monitoring check and run into any issues, please let us know. If you're a full policy subscriber and want to be sure your policy is the

most current version, you can always get it from our website under the Complete Policy Service link.

Finally, we have provided an updated "School-Parent-Student Compact Example Title I" which removes the signature lines. If you want to use this version moving forward, you can. If you have been obtaining signatures on this document, it is no longer required to do so.

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### **REMINDER FOR POLICY 6036: Reading Instruction and Intervention Services**

Last year, the Unicameral passed LB 1081, thereby creating the Nebraska Reading Improvement Act (sections 79-2601 through 79-2607). This Act expresses the Unicameral's intent that all students in public schools be able to read at or above grade level by third grade. In order to meet this goal, school boards are required to develop policies to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. Beginning with the 2019-20 school year, schools will be required to administer reading assessments approved by NDE three times per school year to all students in kindergarten through third grade. A list of reading assessments that have been reviewed and approved by the Nebraska Department of Education can be [found here at NebraskaREADS](#). Schools will also be required to provide supplemental reading intervention programs to students identified with reading deficiencies to ensure that they are reading at or above grade level by the end of third grade. NDE's FAQ indicates that it will be providing a supplemental reading program template, but it was not yet available as of this writing. This policy, which we sent out last year, addresses all of the requirements of the new Act.

The Act also authorizes NDE to adopt rules and regulations. While the department has not yet done so, it has created [a list of Frequently Asked Questions that can be viewed here](#).

**This policy is required.**

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### **Fair Credit Reporting Act and Background Checks**

Some school business officials have reached out to us regarding changing obligations under the federal Fair Credit Reporting Act when schools and ESUs use third-party background check companies, like OneSource. If you've seen "FCRA" updates in various HR emails or tweets over the last year, it's likely because the FTC put out new forms last fall, and in January

the Ninth Circuit Court of Appeals issued a FCRA decision regarding the required notices.

These items are important, because the compliance obligations under FCRA fall to the employer and not the third-party company (and FCRA generally doesn't apply if you conduct your own). However, most schools work with an entity like OneSource which provides the required notices as a service. If you have questions about your FCRA obligations, please feel free to contact us. However, at this time we are not making any changes to our standard policies or forms.

Finally, please keep in mind that FCRA is different from Nebraska's state "ban the box" statutes which prohibit conducting criminal background checks (other than for crimes of abuse) until your school or ESU has determined that the employee meets the "minimum essential qualifications" for employment. These differ from the ADA and the "essential function" analysis, as well, and we already have the "MEQ" section at the beginning of our form job application in the 4000 series forms.

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### **LB 103: Changes in Property Tax Requests**

The Unicameral passed LB 103 and the Governor signed it early in the legislative session. It requires boards of education to hold an extra public hearing and pass a resolution when the district's tax collections will increase, regardless of whether the increase resulted from higher property valuations or from a higher property tax levy. The bill specifies what information must be provided in published notices of the public hearing.

Boards of education and school administrators should be aware of these new requirements. Both the Nebraska Department of Education and the Nebraska State Auditor will be developing the forms necessary for boards of education to use in making property tax requests in compliance with LB 103. These new requirements do not require a policy change or any immediate board action, but you should prepare for them.

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### **LB 281: Posting the Child Abuse Hotline Number**

This bill requires all public schools to either:

1. Post a sign with the statewide toll-free child abuse and neglect number in English and Spanish in a “clearly visible location in a public area of the school”; OR
2. Post a link to the sign or poster on its website.

NDE has been given the authority to contract with an appropriate entity to create such a poster.

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### **LB 675: Contracts for Certain Services**

This bill changes the maximum length of contracts for utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, and instructional materials, supplies, and equipment from four years to seven year. The maximum contract length allowed for collective bargaining agreements remains four years.

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### **LB 630: Sexting and Revenge Porn**

LB 630 changes the criminal penalties for sexting and creates a new criminal offense for revenge porn and sexual extortion. This new law doesn't require any policy changes, but the new crimes will be included in the definitions of the crimes which principals must report to law enforcement under Policy 5035. When schools provide the annual digital citizenship training to students required by the Children's Internet Privacy Protection Act, you should be sure to include a summary of these new crimes.

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### **Title IX Regulatory Changes**

In November of 2018, the US Department of Education released new proposed Title IX regulations. We have been warning for several months that the revisions to the Title IX regulations which have been proposed by the US Department of Education will have enormous policy implications for K-12 school districts. If you would like to review our summary of the proposed regulations, we blogged about the regulations [here](#).

News reports indicate that the proposed rule generated more than 100,000 pieces of feedback. Now that the notice-and-comment period has closed, the Department of Education is under legal obligation to consider and respond to all substantive comments. Department of Education has set an internal goal of releasing the final regulations in September, although that

target date can be extended. Once we have the final regulation, KSB will develop compliant Title IX policies for subscribers' consideration. We will also be training both administrators and board members on the new regulations. In the meantime, there is nothing to do but wait to see if the regulators take the concerns of the K-12 education community to heart and revise the proposed regulations.

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## **CONCLUSION**

It is all too easy to adopt policies that look good, but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. There is no additional charge for revisions to these policies or consultation about them. Please don't hesitate to contact any one of us with questions. Our group e-mail address is [ksb@ksbschoollaw.com](mailto:ksb@ksbschoollaw.com).

# ANNUAL POLICY UPDATE 2019

II

**“Option A”  
3016  
Smoking**

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

**“Option B”  
3016  
Use of Tobacco Products**

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

**“Option C”  
3016  
Smoking**

Smoking, including the use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is permitted by non-students on school property only in specifically designated areas.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3028**  
**Sex Offenders**

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

[NOTE TO BE DELETED: This paragraph is not required but is recommended]. The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district shall notify staff members, parents, and students of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3039

### Threat Assessment and Response

#### [Option 1: Team Concept]

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

#### **1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

#### **2. Threat Assessment Team**

The threat assessment team (team) shall consist of \_\_\_\_\_. **[Note to be deleted: This team should include at least the superintendent of schools, building principal(s), guidance counselor and local law enforcement. It also could include the school nurse, members of the mental health profession who would be willing to work with the school. It should not include parents or board members. Members of the school crisis team may also serve on the threat assessment team.]** The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

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

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

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

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

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

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

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

## **[Option 2: Superintendent as Primary Investigator and Decision-Maker]**

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

### **1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

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

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the superintendent. Upon receipt of an initial report of any threat, the superintendent will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the superintendent determines to be reasonable and useful. The superintendent must confer with at least one member of the school's guidance counseling staff as part of his/her investigation.

At the conclusion of the investigation, the superintendent will determine what, if any, response to the threat is appropriate. The superintendent

is authorized to disclose the results of his/her investigation to law enforcement and to the target(s) of any threatened acts. The superintendent may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of his/her investigation to the student's individualized education plan team.

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

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

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

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

**[Option 3: Law Enforcement Unit as Primary Investigator;  
Superintendent as Primary Decision Maker – Please note, this  
option is only available if you have adopted the policy  
designating a Law Enforcement Unit]**

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

**1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

**2. Threat Assessment Investigation and Response**

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the designated law enforcement unit. Upon receipt of an initial report of any threat, the law enforcement unit will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the unit determines to be reasonable and useful. The law enforcement unit must confer with at least one member of the school's guidance counseling staff as part of the investigation.

At the conclusion of the investigation, the law enforcement unit will share its findings with the superintendent. Superintendent will

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

**3. Communication with the Public about Reported Threats**

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

**4. Coordination with the Crisis Team After Resolution of Threat**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3046 Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

### **II. SERVICE ANIMALS**

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

**Health and Vaccination.** The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting

between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

**[NOTE TO BE DELETED: There are 2 options below. The first option allows therapy animals brought by school employees as approved by the administration. The second does not allow therapy animals "except as required by law." YOU MUST PICK AN OPTION AND DELETE THE OTHER.]**

**[OPTION 1]**

**III. THERAPY ANIMALS**

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Animal.** A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

**Therapy Animal Standards and Procedures.** The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used.

**Training and Certification.** The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

**Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

**Control.** A therapy animal must be under the control of the Owner at all times.

**Identification.** The therapy animal must have appropriate identification identifying it as a therapy animal.

**No Disruption.** The therapy animal must not disrupt the educational process by any of its behaviors.

**Health and Safety.** The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy Animals.** The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Area(s).** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

**Exclusion or Removal from School.** A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Other Therapy Animals.** Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

[OPTION 2]

**III. THERAPY ANIMALS**

A “therapy animal” is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not “service animals” as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3050 Technology in the Classroom**

### I. In General

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

### II. Devices

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must

have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

- C. Any classroom recordings made by a staff member will be made pursuant to district policy.

### III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

- C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3051

### Opioid Overdose Prevention and Response

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

**Procurement and Storage.** The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

**Training.** Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

**Recordkeeping and Reporting.** Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3052**  
**Leasing Personal Property**

**I. Leases of Personal Property by the District**

**A. Applicability of this policy.**

Leases of personal property using any federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

**B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$\_\_\_\_\_, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

## **II. Lease of District-Owned Personal Property to Others**

### **A. Personal Property Valued at No More Than \$\_\_\_\_\_**

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$\_\_\_\_\_ is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than \_\_\_\_ days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property,

provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

**B. Personal Property Valued in Excess of \$\_\_\_\_\_**

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$\_\_\_\_\_ is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3053 Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

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

**3054**  
**Law Enforcement Unit**

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates [insert designated individual(s) or department/offices here] to act as the district's Law Enforcement Unit.

**Authority of the Law Enforcement Unit.** The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

**Records of the Law Enforcement Unit.** All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4048

### **Assessment Administration and Security**

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

#### **1. Assessment Responsibilities**

- a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

## 2. **Security Violations and Cheating**

### a. **Classroom assessments**

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

### b. **State Accountability Tests**

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4052

### **Job References to Prospective Employers**

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

### **Employees Suspected of Sexual Misconduct Against a Minor or Student**

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5002**

### **Admission of Students**

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

# ANNUAL POLICY UPDATE 2019

I

## **2002 Organization of the Board**

### 1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

### 2. Internal Organization and Officers

#### a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

#### b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

#### c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. [Option 1]: If the board is split between two members, they will each serve as the officer for six months of the year. The initial six-month term will be determined by coin flip.

[Option 2]: If the board is split between two members, the officer will be determined by coin flip. The winning member

will be the officer for the upcoming year unless the position changes by action of the board.

- ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

#### 4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
  - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
  - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
  - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
  - iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and

- respect for the nation's institutions and not be merely a recital of events and dates;
- v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
  - vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
  - vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
    - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
    - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
    - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
  - viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

## 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.

- ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
  - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
- c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2006 Complaint Procedure**

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

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

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

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
  
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

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

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the

educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2014**  
**Relationship with District Legal Counsel**

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2017**  
**Indemnification and Liability Insurance**

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### **3003.1**

## **Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds**

### **I. Applicability of the Policy**

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

### **II. All projects undertaken pursuant to this policy will be subject to the following bond requirements**

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.**
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.**
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by**

**law of all persons supplying labor and material in the execution of the work provided for in the contract.**

**III. Construction Projects with an Anticipated Cost of Under \$250,000**

**A. Methods of Bidding/Soliciting Quotations or Estimates**

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

**B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000 and \$250,000.

#### **IV. Construction Projects with an Anticipated Cost Over \$250,000**

##### **A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method**

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publically opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
  - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
  - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
  - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills,

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

## **B. Advertising for Bids.**

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

## **C. Bid Documents**

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

**D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.**

**V. Other Contract Matters.**

**A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

**C. Full and Open Competition**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

**D. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

### **E. Settlements of Issues Arising Out of Contract**

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

### **F. Record Keeping**

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

**VI. Conflict of Interest and Code of Conduct**

**A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.**

**B. Contracts covered by this policy are subject to the following additional provisions.**

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

**C. Favors and Gifts**

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

**D. Enforcement**

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3004.1**

### **Fiscal Management for Purchasing and Procurement Using Federal Funds**

#### **I. Applicability of Policy**

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

#### **II. Procurement System**

The District maintains the following purchasing procedures.

##### **A. Responsibility for Purchasing**

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

## **B. Methods of Purchasing**

The type of purchase procedures required depends on the cost of the item(s) being purchased.

### **1. Purchases up to \$10,000 (Micro-Purchases)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

### **2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)**

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$250,000**

#### **a) Sealed Bids (Formal Advertising)**

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

#### **b) Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

#### **4. Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The item is available only from a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

#### **C. Use of Purchase (Debit & Credit) Cards**

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

#### **D. Federal Procurement System Standards**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

## **E. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

## **F. Settlements of Issues Arising Out of Procurements**

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

### **III. Conflict of Interest and Code of Conduct**

**A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.**

**B. Purchases covered by this policy are subject to the following additional provisions.**

- 1.** Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

### **C. Favors and Gifts**

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

### **D. Enforcement**

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for

printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

## **C. Inventory Records**

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and

11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

#### **D. Physical Inventory**

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

#### **E. Maintenance**

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

#### **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

#### **H. Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding

agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

## **V. Other Contract Matters.**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

### **C. Record Keeping**

#### **1. Record Retention**

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## **2. Maintenance of Procurement Records**

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the

requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

# ANNUAL POLICY UPDATE 2019

III

## 5016 Student Records

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

**[OPTION 1]** For purposes of the district's compliance with state and federal law, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

**[OPTION 2]** For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is \_\_\_\_\_ [INSERT YOUR SYSTEM, E.G. POWERSCHOOL, INFINITE CAMPUS, ETC.]

**[OPTION 3]** For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be

retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5017 Routine Directory Information**

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

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

**5022**  
**Investigations, Arrests, and Other Student Contact by Law  
Enforcement and Health and Human Services**

**[NOTE TO BE DELETED BEFORE ADOPTION:** This policy describes the manner that the school will handle investigations and arrests by law enforcement officers. This is one you will need to review in detail with your board. We have attempted to capture what we believe to be the most common practice in Nebraska schools. However, there are several legal options for dealing with your interaction with law enforcement. Because they are so varied, we recommend reviewing this policy, then discussing it with a KSB Attorney how it squares with your practices. If the policy doesn't reflect your practices, we can work with you to modify the policy to fit the legal requirements and your district's practices.]

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All

reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

### **School Related Criminal Activity**

This section applies to alleged or suspected criminal activity that 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.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning solely to further school purposes or avoid duplication of the investigative process. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

### **Non-School Related Criminal Activity**

**[OPTION 1]** Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

**[OPTION 2]** Law enforcement officials may not question students at school.

### **Taking a Student into Custody**

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

### **Child Abuse and Neglect**

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address

and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

### **Student Records**

Student records will be shared with law enforcement officers only as allowed by state and federal law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5035 Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **Short-Term Suspension**

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will/will not be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: \_\_\_\_\_.

### **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

### **Weapons and/or Firearms**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days

(long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

## **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

### **Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;

- f. Possession of pornography;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon; and
- m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

## **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and

delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

## **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does/does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$\_\_\_\_.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The

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

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

## **6. Extracurricular Activities.**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

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

- Student Activity Card: \$\_\_\_\_
  - Covers admission to all extracurricular events
- Student Participation Fee: \$\_\_\_\_
  - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: \$\_\_\_\_
- DECA: \$\_\_\_\_
- National Honor Society: \$\_\_\_\_
- Cheerleading, Drill Team, Flag Corps: \$\_\_\_\_
  - Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$\_\_\_\_
- Football: \$\_\_\_\_
  - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$\_\_\_\_

- Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: \$\_\_\_\_
  - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: \$\_\_\_\_
  - Students must provide their own shoes and undergarments
- Future Farmers of America: \$\_\_\_\_
  - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: \$\_\_\_\_
  - Students must provide their own weapons and ammunition
- Science Club: \$\_\_\_\_
- FCCLA: \$\_\_\_\_
- Spanish Club: \$\_\_\_\_

## **7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **8. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$\_\_\_\_\_.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students'

files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$\_\_\_\_ per page for reproduction of student records.

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

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

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

**11. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$\_\_\_\_\_.

**12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-8
  - Regular Price \$\_\_\_\_\_
  - Reduced Price \$\_\_\_\_\_
- Breakfast Program – Grades 9-12
  - Regular Price \$\_\_\_\_\_
  - Reduced Price \$\_\_\_\_\_

- Lunch Program – Grades K-8
  - Regular Price     \$\_\_\_\_\_
  - Reduced Price    \$\_\_\_\_\_
- Lunch Program – Grades 9-12
  - Regular Price     \$\_\_\_\_\_
  - Reduced Price    \$\_\_\_\_\_

**13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$\_\_\_\_
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$\_\_\_\_
  - Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$\_\_\_\_\_

**14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$\_\_\_\_\_.

**C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular

type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

**D. Distribution of Policy.**

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

**E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

**F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

**G. Student Fee Fund.**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5063 Audio and Video Recording**

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

**Classroom Recordings by Staff.** Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

**Prohibited Recordings by Students.** Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

**Permitted Classroom Recordings by Students.** Students may make audio or video recordings of classroom lectures or discussions:

- (1) For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;
- (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;
- (3) If recording is necessary to accommodate the student’s disability and is required by the student’s Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student’s disability.

**Permitted Non-classroom Recordings.** Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

# FORMS

## NEBRASKA JUVENILE COURTS: EDUCATION COURT REPORT

**Instructions:** The Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee has developed the *Nebraska Juvenile Courts: Education Court Report* to assist judges in ensuring the academic needs of court-involved children and youth are addressed as well as the developmental needs of infants and toddlers. The *Education Court Report* contains a series of questions designed to provide the judge with pertinent information about the child's education and development. The extent to which all or only a portion of those questions are explored will vary based on the child's age and specific circumstances. Use of the *Education Court Report* promotes the expectation that child welfare and juvenile justice professionals have ongoing communication with the child's school, preschool or child care provider and are prepared to report relevant information to the Court. Once completed, the *Education Court Report* may contain confidential information under state and federal law and should not be released without a Court order.

Child's Name _____	DOB _____	Age _____
Court _____	Judge _____	Docket _____
Completed By _____	Date _____	Page _____

### ENROLLMENT

**Is the child enrolled in school, preschool or child care?**

**Yes** Name of Current School, Preschool or Child Care \_\_\_\_\_  
Type of School, Preschool or Child Care \_\_\_\_\_ Length of Attendance \_\_\_\_\_  
Grade Level \_\_\_\_\_

If the child is under 5, how was the preschool or child care chosen and by whom:

**No** Reason(s) why the child is not enrolled:

### EDUCATIONAL STABILITY

**Is the child attending the same school, preschool or child care?**

**Yes**  
 **No** Name of New School, Preschool or Child Care \_\_\_\_\_  
Date and reason(s) for this change \_\_\_\_\_  
Number of prior changes in the school attended since child's court involvement \_\_\_\_\_

### COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY:

Has an *Educational Stability Plan* been jointly developed by DHHS, the school of origin and the child's parents (or education surrogate) following removal from the home?  Yes  No Has this been updated every six (6) months thereafter?  Yes  No

Has the current change in the school attended been determined to be in the child's "Best Interest"?  Yes  No

Does the school and DHHS-CFS agree that this current change is in the child's "Best Interest"?  Yes  No

If No, explain how dispute resolved \_\_\_\_\_

"Best Interest" Considerations taken into account by the school:

"Best Interest" Considerations taken into account by DHHS-CFS:

Efforts taken by the school and DHHS-CFS for the child to remain in the school of origin, same preschool or child care:

**EDUCATION DECISION-MAKING**

*Have the child's parents retained education decision-making rights?*

- Yes
- No Has a surrogate for education decision-making been appointed?
  - Yes Name of Education Surrogate \_\_\_\_\_
  - No Who is making education decisions on behalf of the child? \_\_\_\_\_

**CAPTA (Child Abuse Prevention and Treatment Act) - COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY**

*If the child is under 5, has a CAPTA Screening been conducted?*

- Yes Did the child screen eligible for a full CAPTA Evaluation?  Yes  No  
Has the CAPTA Evaluation been conducted?  Yes  No  
Who made the referral? \_\_\_\_\_
- No

**ATTENDANCE**

*Has the child been tardy or absent from school, preschool or child care this year?*

- Yes Number and Reason(s) for tardiness, excused absences and/or unexcused absences since last court hearing:  
  
Steps taken to address the child's tardiness and/or absences:
- No

**TRANSPORTATION AND SUPPLIES**

*How is the child getting to and from school, preschool or child care?*

- School Bus  Self (Walking or Driving)  Public Transportation (Bus or Taxi)
- Foster Parent  Case Manager  Other \_\_\_\_\_

Distance Travelled \_\_\_\_\_

Are additional transportation arrangements needed for the child to continue attending the school of origin, same preschool or child care?

- Yes Additional Transportation Needed \_\_\_\_\_
- No

*Does the child have the supplies and equipment needed for school, preschool or child care?*

- Yes
- No Supplies and Equipment Needed \_\_\_\_\_

**ACADEMIC PERFORMANCE AND GRADUATION**

*Is the child performing at the appropriate grade level in the core courses of Reading, Language Arts, Math, Science and Social Studies?*

- Yes
- No Educational Services provided by the school to assist the child:
  - Tutoring or Academic Support Services  Summer School
  - Online Courses and Assistance  Other \_\_\_\_\_

Child's Grade Point Average (GPA) \_\_\_\_\_ Number of Credits Earned To-Date \_\_\_\_\_

Number of Credits Needed to Graduate \_\_\_\_\_ from \_\_\_\_\_ High School  
(Specify School District / High School)

**Is the child currently behind in academic credits required to graduate from high school?**

Yes Educational Services provided by the school to assist the child \_\_\_\_\_

No

**COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY:**

**If the child is under 5, is he or she on track developmentally?**

Yes

No

**By what means was the child's development assessed?** \_\_\_\_\_

**If the child is under 5, what has been done to promote educational readiness?**

Preschool  Pre-Kindergarten Program

Child Care  EDN (Early Development Network)

Other \_\_\_\_\_

**HEALTH FACTORS AFFECTING EDUCATION**

**Does the child have any health factors which may affect his or her ability to learn or attend school, preschool or child care regularly?**

Yes Health Factors:

\_\_\_\_\_

Impact on the child's development and/or education:

\_\_\_\_\_

Supports provided by the school, preschool or child care to assist the child:

\_\_\_\_\_

No

**CHILDREN WITH DISABILITIES**

**If the child has or is suspected of having a disability which may affect learning, has he or she been evaluated for eligibility and services under Section 504 of the Rehabilitation Act or special education services under IDEA?**

Yes Evaluation Results:

\_\_\_\_\_

No Should an Evaluation under Section 504 be requested?  Yes  No

Should a Multi-Disciplinary Team (MDT) Evaluation for special education services be requested?  Yes  No

**Does the child have a current 504 Plan, Multi-Disciplinary Team (MDT) Report, Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP)?**

Yes  504 Plan  MDT Report  IEP  IFSP (for Infants and Toddlers)

Is this plan meeting the child's educational and/or developmental needs?  Yes  No

No

## SUSPENSION AND EXPULSION

**Has the child been suspended or expelled from school, preschool or child care?**

**Yes** Number, Reason(s) and Length of suspension or expulsion since last court hearing:

Alternative Educational Services provided by the school, preschool or child care:

**No**

## EXTRACURRICULAR ACTIVITIES, INTERESTS AND TALENTS

**What are the child's interests and talents?** \_\_\_\_\_

**Is the child involved in extracurricular activities?**

**Yes** Extracurricular Activities \_\_\_\_\_

**No**

**Does the child have the supplies and equipment needed to participate in extracurricular activities?**

**Yes**

**No** Supplies and Equipment needed \_\_\_\_\_

## POST-SECONDARY EDUCATION AND EMPLOYMENT

**What are the child's plans after high school?**

Post-Secondary Education \_\_\_\_\_  Employment \_\_\_\_\_

Military \_\_\_\_\_  Other \_\_\_\_\_

**COMPLETE THIS SECTION FOR DHHS-CFS STATE WARDS ONLY:**

**Does the child have a DHHS-CFS Independent Living Plan?**

**Yes** Does this plan meet the child's independent living needs?  Yes  No

**No** Does a plan need to be developed?  Yes  No

**Acknowledgements:** *The Nebraska Juvenile Court: Education Court Report* was adapted from the national model, *Asking the Right Questions II: Judicial Checklists to Meet the Educational Needs of Children and Youth in Foster Care*, created by the National Council of Juvenile and Family Court Judges and Casey Family Programs, as well as *Nebraska's Judicial Checklist to Address the Educational Needs of Students in Out-of-Home Care* developed by the Nebraska Department of Education.

**Public Schools  
Facility Use Application**

Applicant Name ("Applicant"): \_\_\_\_\_  
Organization Name ("Organization"), if applicable: \_\_\_\_\_  
Applicant's Position within Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Description of Requested Use: \_\_\_\_\_  
\_\_\_\_\_

Is your organization a registered 501(c)(3) or other nonprofit?     Yes     No  
Date of Requested Use: \_\_\_\_\_ Time of Requested Use: \_\_\_\_\_ to \_\_\_\_\_  
Facility/Room Request, if preferred: \_\_\_\_\_  
Expected Number of Attendees: \_\_\_\_\_

Check any of the following needs which apply to your request. Note that the district may deem additional services necessary and may require the Applicant/Organization to pay for such services as a condition of use:

- Custodial (set up, tear down, sanitation)
- Kitchen/Kitchen Staff (cooking, food service, clean up)
- Technology Assistance (sound, lighting, presentation)

Liability Insurance, check applicable:

- I/we have coverage of \$5 million per occurrence.
- I/we have other coverage: \_\_\_\_\_
- I/we have no insurance coverage

Terms and Conditions of Use:

1. All users must comply with the school board's facility use and other policies, rules, and regulations. A copy of the board's facility use policy is available upon request.
2. The facilities are closed from 10 PM to 7 AM and may not be used during those hours.
3. The user(s) named above and the individual(s) signing on behalf of the User agree to defend, indemnify, and hold harmless the school district, its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.
4. All non-governmental users may be required to provide a certificate of insurance and name the district as an additional insured, on a primary and non-contributory basis, and provide documentation evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$5,000,000.00 per occurrence , combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed

operations, independent contractors, and contractual liability. These coverage limits may be achieved through a combination of underlying policies and umbrella/excess policies, if preferred. There shall be no exclusions for contracted liability. All governmental users shall provide evidence of insurance or self-insurance to the limits set forth in NEB. REV. STAT. § 13-926.

5. All users are subject to the fee schedule established by the school board, and all Applicants by signing below verify that they have authority to sign this application on behalf of the listed Organization, and all individuals and agents of organizations certify that they have financial means and authorization to pay for the required fees and deposits, if any.

Applicant's Signature: \_\_\_\_\_

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

***For District Use Only***

Application

- Denied
- Approved, subject to the following

Insurance

- User has provided sufficient proof of insurance.
- User must obtain proof of insurance and list district as additional insured.
- Insurance requirements are waived.

Additional Services Requested/Required

- Custodial: \$ \_\_\_\_\_
- Kitchen: \$ \_\_\_\_\_
- Technology: \$ \_\_\_\_\_
- None

Total Fee Required to Grant Use: \$ \_\_\_\_\_

**Subject:** Nebraska Naloxone Standing Order Information

Nebraska Naloxone Standing Order Information

Dear Pharmacists,

Opioid overdose deaths are a growing concerns in Nebraska. In 2016, 128 people died of a drug overdose and at least 38 of those deaths were opioid related. Nebraska's drug overdose death rate has increased over the last decade – 6.9 overdose deaths for every 100,000 people in 2016 which is up from 3.6 in 2004.

Nebraska DHHS, Division of Public Health, Tom Safranek, MD, has issued a standing order to further facilitate the availability of Naloxone (in accordance with Neb. Rev. Stat. §28-470 and §38-2840). Expanding the availability of naloxone to friends, family and bystanders will increase the likelihood that it will be administered in a timely manner, and prevent death from an opioid overdose.

Details specific to the Naloxone Standing Order are included below in the attached document. Information that will be useful to you to proceed with the standing order for naloxone includes:

Tom Safranek, MD  
NP # - 1699867341  
301 Centennial Mall South, Lincoln NE 68509  
402-471-2937/ 402-471-0550

If you have questions about the Naloxone Standing Order please contact Ashely Newmyer at [Ashley.newmyer@nebraska.gov](mailto:Ashley.newmyer@nebraska.gov) or 402-471-4377.

---

**Nebraska Naloxone Standing Order**

**Background:**

On May 27<sup>th</sup> 2015, LB 390 was signed into law. This law authorized the expanded access to Naloxone a life-saving drug used to reverse the effects of an opioid overdose. Although the Naloxone statute (Neb. Rev. Stat. §28-470) allows for dispensing Naloxone without a prescription, if a prescription is desired this standing order can be used in its place, pursuant to Neb. Rev. Stat. §38-2840.

Opioid overdose deaths are a growing concern in Nebraska. Since 1999, Nebraska has seen an increase in drug overdose deaths.

**Purpose:**

This standing order, in accordance with Neb. Rev. Stat. §28-470 and §38-2840, is issued to further facilitate the availability of Naloxone.

Expanding the availability of naloxone to friends, family and bystanders will increase the likelihood that it will be administered in a timely manner, and prevent death from an opioid overdose.

**Immunity:**

Neb. Rev. Stat §28-470 provides protection from administrative action or criminal prosecution when a pharmacist dispenses naloxone under the following limited circumstances:

- A person who is apparently experiencing or who is likely to experience an opioid-related overdose; or
- A family member, friend, or other person in a position to assist a person who is apparently experiencing or who is likely to experience an opioid-related overdose.
- A family member, friend, or other person who is in a position to assist a person who is apparently experiencing or who is likely to experience an opioid-related overdose, other than an emergency responder or peace officer, is not subject to actions under the Uniform Credentialing Act, administrative action, or criminal prosecution if the person, acting in good faith, obtains naloxone from a health professional or a prescription for naloxone from a health professional and administers the naloxone obtained from the health professional or acquired pursuant to the prescription to a person who is apparently experiencing an opioid-related overdose.

**Dispensing Guidelines:**

Nasal administration

- Narcan® Nasal Spray (naloxone HCl) 4 mg/0.1ml Nasal Spray  
Dispense one (1) box containing two (2) 4 mg/0.1 ml doses of naloxone  
Instructions: Spray 0.1 ml into one nostril. Call 911. Repeat with second device into the other nostril after 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.
- Naloxone HCl Solution 1mg/ml in a 2 ml pre-filled Luer-Lock Syringe  
Dispense: 2 x 2 ml syringes (4 ml total) with two nasal mucosal atomization devices

Instructions: Spray 1ml (1/2 of syringe) into each nostril. Call 911. Repeat after 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.

#### Intramuscular (IM) administration

- Evzio® (naloxone HCl injection) 0.4 mg autoinjector  
Dispense one box containing two auto-injectors  
Inject into outer thigh as directed by the English voice-prompt system. Place black side firmly on outer thigh and depress and hold for 5 seconds. Call 911. Repeat with second device in 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.
- Naloxone HCl 0.4 mg/ml in a 1ml unit dose vial  
Dispense: 2 x 1ml unit dose vials and two (2) 3cc syringes with 23-25G 1-1.5 inch needles for intramuscular injection.  
Instructions: Inject 1 ml in shoulder or thigh. Call 911. Repeat after 2-3 minutes if no or minimal response. Monitor the person until professional help arrives.

Prices vary widely for the different products and reimbursement practices vary by insurer.

Dispense at least 2 doses of naloxone to an individual. Refills may be dispensed under this standing order.

#### **Signs and symptoms of opioid-related overdose**

The following may be signs and symptoms of an individual experiencing an opioid-related overdose:

- A history of current narcotic or opioid use or fentanyl patches on skin or needle in the body.
- Unresponsive or unconscious individuals.
- Not breathing or slow/shallow respirations,
- Snoring or gurgling sounds (due to partial upper airway obstruction).
- Blue lips and/or nail beds.
- Pinpoint pupils.
- Clammy skin.

Note that individuals in cardiac arrest from all causes share many symptoms with someone with a narcotic overdose (unresponsiveness, not breathing, snoring/gurgling sounds, and blue skin/nail beds). If no pulse, these individuals are in cardiac arrest and require CPR.

#### **Adverse reactions :**

##### A. Opioid depression

Abrupt reversal of opioid depression may result in nausea, vomiting, sweating, abnormal heart beat, fluid development in the lungs and opioid acute withdrawal syndrome (see part "B" below), increased blood pressure, shaking, shivering, seizures and hot flashes.

##### B. Opioid dependence

Abrupt reversal of opioid effects in persons who are physically dependent on opioids may cause an acute withdrawal syndrome.

Acute withdrawal syndrome may include, but not be limited to, the following signs and symptoms: body aches, fever, sweating, runny nose, sneezing, yawning, weakness, shivering or trembling, nervousness, or irritability, diarrhea, nausea or vomiting, abdominal cramps, increased blood pressure, and fast heartbeat.

Reactions resulting from administration of naloxone may appear within minutes of naloxone administration and subside in approximately 2 hours. Additionally, the opioid-related adverse reactions may subside within minutes of naloxone administration; the reactions may reappear in approximately 90 minutes, so it is imperative that the person experiencing an opioid-related overdose receive emergency medical care following naloxone administration.

Most often the symptoms of opioid depression and acute withdrawal syndrome are uncomfortable, but sometimes can be severe enough to require advanced medical attention.

Adverse reactions beyond opioid-related overdose are rare.

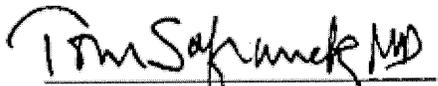
**Educational Materials:**

Educational materials about naloxone can be found at:

<http://dhhs.ne.gov/publichealth/PDM/P/Pages/Naloxone.aspx>

**Effective Period for this Order:**

This standing order will expire August 10, 2019

 8-10-18

Tom Safranek, M.D.  
NPI# 1699867341  
301 Centennial Mall South  
Nebraska Department of Health and Human Services  
Lincoln, NE 68509  
(402) 471 – 2937 / (402) 471-0550



## **Notice of Nondiscrimination**

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481.

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

# NALOXONE ADMINISTRATION PROTOCOL

## RECOGNIZE:

### Observe individual for signs and symptoms of opioid overdose

Suspected or confirmed opioid overdose consists of:

- Respiratory depression evidenced by slow respirations or no breathing (apnea)
- Unresponsiveness to stimuli (such as calling name, shaking, sternal rub)

Suspicion of opioid overdose can be based on:

- Presenting symptoms
- History
- Report from bystanders
- School nurse or staff prior knowledge of person
- Nearby medications, illicit drugs or drug paraphernalia

### Opioid Overdose vs. Opioid High

Opioid High	Opioid Overdose
Relaxed muscles	Pale, clammy skin
Speech slowed, slurred, breathing	Speech infrequent, not breathing, very shallow breathing
Appears sleepy, nodding off	Deep snorting or gurgling
Responds to stimuli	Unresponsive to stimuli (calling name, shaking, sternal rub)
Normal heart beat/pulse	Slowed heart beat/pulse
Normal skin color	Cyanotic skin coloration (blue lips, fingertips)
	Pinpoint pupils

(Adapted from Massachusetts Department of Public Health Opioid Overdose Education and Naloxone Distribution)

## RESPOND

### Immediately call for help

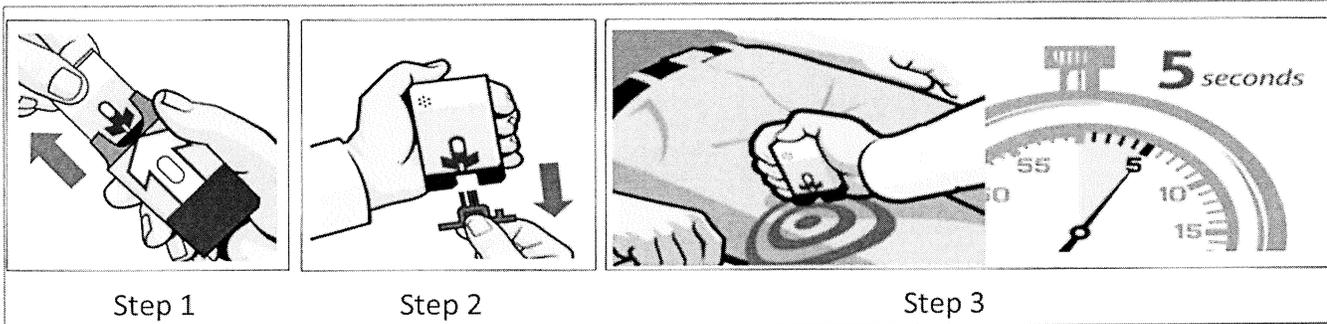
- Call for help- Dial 911.
  - Request Advanced Life Support.
- Assess breathing: Perform rescue breathing if needed.
  - Place the person on their back.
  - Tilt their chin up to open the airway.
  - Check to see if there is anything in their mouth blocking their airway, such as gum, toothpick, undissolved pills, syringe cap, checked Fentanyl patch.
    - If present. remove it.
  - If using mask, place and hold mask over mouth and nose.
  - If not using mask, pinch their nose with one hand and place your mouth over their mouth
  - Give 2 even, regular-sized breaths.
  - Blow enough air into their lungs to make their chest rise.
    - If you are using a mask and don't see their chest rise, out of the corner of your eye, tilt the head back more and make sure the seal around the mouth and nose is secure.
    - If you are not using a mask and don't see their chest rise, out of the corner of your eye make sure you're pinching their nose.
  - Breathe again.
  - Give one breath every 5 seconds.

# REVERSE

## Administer naloxone

### Via IV auto injectable (Evzio):

Remove red safety guard when ready to use. Place the black end against the middle of the patient's outer thigh, through clothing (pants, jeans, etc) if necessary, then press firmly and hold in place for 5 seconds. After use, place the auto-injector back into its outer case. Do not replace the **red** safety guard.



(Graphic credit: kaleo, 2016)

- Place person in recovery position (lying on their side).
- Stay with the person until help arrives.
- Seize all illegal and/or non-prescribed opioid narcotics found on victim and process in accordance with school district protocols.

Note: Using naloxone in patients who are opioid dependent may result in severe opioid withdrawal symptoms such as restlessness or irritability, body aches, diarrhea, increased heart rate (tachycardia), fever, runny nose, sneezing, goose bumps (piloerection), sweating, yawning, nausea or vomiting, nervousness, shivering or trembling, abdominal cramps, weakness, and increased blood pressure. **Risk of adverse reaction should not be a deterrent to administration of naloxone.**

## REFER

- Have the individual transported to nearest medical facility, even if symptoms seem to get better.
- Contact parent/guardians per school protocol.
- Complete Naloxone Administration Report form.
- Follow up with treatment referral recommendations.

### References

- Centers for Disease Control and Prevention. (2012). Community-Based Opioid Overdose Prevention Programs Providing Naloxone — United States, 2010 MMWR February 17, 2012/ 61(06), 101-105. Available at: <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6106a1.htm>
- Davis, C., Webb, D., Burris, S. (2013). Changing Law from Barrier to Facilitator of Opioid Overdose Prevention. Journal of Law, Medicine & Ethics, 41(Suppl. 1), 33-36.
- Harm Reduction Coalition. (n.d.). Perform Rescue Breathing. Available at: <http://harmreduction.org/issues/overdose-prevention/overview/overdose-basics/responding-to-opioid-overdose/perform-rescue-breathing/>
- Kaleo. (2014) Evzio™ prescribing information. Kaleo, Inc.
- Loimer, N., Hofmann, P., Chaudhry, H.R. (1992). Nasal administration of naloxone for detection of opiate dependence. Journal of Psychiatric Research, 26, 39-43.
- Massachusetts Department of Public Health Opioid Overdose Education and Naloxone Distribution. (n.d.) Opioid Overdose Education and Naloxone Distribution MDPH Naloxone pilot project Core Competencies. Available at: <http://www.mass.gov/eohhs/docs/dph/substance-abuse/core-competencies-for-naloxone-pilot-participants.pdf>

[SCHOOL DISTRICT]

School-Parent-Student Compact

20\_\_\_\_-20\_\_\_\_

The [School District] ("District") and the parents of students participating in activities, services, and programs funded by Title I agree that this Compact outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help children meet or exceed the District's standards.

School Responsibilities:

We, as the faculty and staff of the District, will:

- Provide high-quality curriculum and instruction in a supportive and effective learning environment to enable children to meet the challenging state academic standards.
- Consider the promises made in the Compact at parent-teacher conferences.
- Provide parents with progress reports as requested and pursuant to district policy.
- Communicate and work with families to support students' learning.

Parent Responsibilities:

I, as a parent, will support my child's learning in the following ways:

- Value and support my child's attendance at school.
- Ensure that homework is completed.
- Promote positive use of my child's extracurricular time.
- Participate in parent groups that support the district's students.
- Endeavor to stay informed about my student's progress and request updates as needed.

Student Responsibilities:

I, as a student, will share the responsibility to improve my academic achievement in the following ways:

- Cooperate with my teachers in school and be responsible for my behavior.
- Complete all of my homework assignments on time.
- Participate to the best of my ability in all of my classes.
- Participate in extracurricular activities which will help me become a better student and stay active in my school and community.
- Let my teachers and family know when I need help.

[School District Letterhead]

[Date]

[Name]  
[Address]  
[City, State Zip]

Dear [Name]:

In your application for employment, you indicated that you qualify under Nebraska law for a Veterans Preference, and you supplied the necessary paperwork to substantiate your eligibility. After applying the requirements of the law and assessing the qualifications of all applicants, we will not be offering you the position.

There are no appeal rights at the school district level. However, if you would like to discuss your rights, including any rights to appeal, you should consult your regular attorney or contact the Nebraska Department of Labor. Their contact information and more information on Nebraska's Veterans Preference can be found on their website: [www.dol.nebraska.gov](http://www.dol.nebraska.gov).

Sincerely,

[Superintendent Name], Superintendent

## **Special Education Procedures (Updated February 2019)**

The following procedures describe the steps that the school district will generally follow in implementing certain portions of the Individuals with Disabilities in Education Act and Rules 51 and 52 of the Nebraska Department of Education (NDE). If any procedure described herein conflicts with or is inconsistent with state or federal laws or regulations, the law or regulation will control. Nothing in the following procedures creates any enforceable right, educational entitlement or procedural protection that is separate from or in addition to the rights provided by state and federal law and regulation.

### **Free Appropriate Public Education (FAPE)** (Rule 51 § 004.01; 34 § CFR 300.101)

Except as otherwise provided by law, the school district will ensure that all children with verified disabilities, from birth through the school year in which the child reaches age twenty-one, including children who have been suspended or expelled from school, have available to them a FAPE, which includes special education and related services to meet their unique needs and the availability of FAPE for resident children in detention facilities, correctional facilities, jails, and prisons.

The school district will ensure that FAPE is available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade and is advancing from grade to grade.

### **Full Education Opportunity Goal and Program Options** (Rule 51 § 004.11A; 34 CFR § 300.109)

The school district provides full educational opportunities to all children with disabilities aged birth to 21. The school district does this, in part, by:

- Offering and providing a free appropriate public education (FAPE), including special education and related services, and complying with all state and federal special education laws and regulations;
- Making available to children with disabilities a variety of educational programs and services that are available to nondisabled children including, but not necessarily limited to, art, music, industrial arts, consumer and homemaking education, and vocational education
- Working collaboratively with parents, teachers, guidance counselors, other school staff members, community agencies, educational service units, and other school districts to review and/or offer appropriate course offerings and other educational opportunities;

- Providing supplementary aids, services, and other effective supports determined appropriate and necessary by the child's IEP Team, to ensure that students have an equal opportunity to participate in academic, nonacademic, and extracurricular services and activities;
- Collecting and examining data; and
- Staff development activities

The timetable for accomplishing this goal is immediate and ongoing. The school district accomplishes this goal by taking the above steps on a regular, scheduled, and ongoing basis as well as on an unplanned basis when the need arises for each individual student.

**Child Find Process** (Rule 51 § 006.01A and Rule 52 § 006.01; 34 CFR § 300.111)

To identify, locate and evaluate children residing within the geographic boundaries of the school district who may qualify for special education (including homeless children and wards of the State), the school district will take the following practical steps:

- a) announce in mailings sent to families with school-aged children at least annually that the school district will identify and verify children at no charge for possible disabilities;
- b) include information about the identification and verification of children for possible disabilities at no charge in mailings sent to patrons, homeless shelters, and Health and Human Service offices located in the school district at least annually; and
- c) accept referrals for evaluation directly from parents, school personnel, and other state and regional agencies.

*Student Assistance Teams* (Rule 51 § 006.01B). The school district will use student assistance teams to develop individualized programs of support for students who may be experiencing difficulties in school. The school district will generally work to assist a student through the SAT process prior to evaluating the student for possible verification under Section 504 of the Rehabilitation Act or Rule 51 of the Nebraska Department of Education.

The SAT will be an ad hoc group created around a student, and will generally include building staff with expertise in the specific content area(s) identified as problematic for the student. The SAT may also involve other interested or relevant staff and may, but is not required to, include the student's parent.

The team will review the strengths and interests that are unique to the student and determine the academic or social challenges the student is facing at school. The team will then develop ideas and strategies that may help the student be more successful in school.

If the SAT determines that appropriate general education interventions have been attempted without success, it will consider evaluating the student for eligibility under Section 504 of the Rehabilitation Act or referring the student to the multidisciplinary team for evaluation pursuant to Rule 51.

*Multidisciplinary Evaluation Team* (Rule 51, § 006.03 and Rule 52 § 006.09).

The school district will appoint a Multidisciplinary Evaluation Team (MDT) which will be responsible for making all verification decisions pursuant to the qualification criteria in Rule 51 of the Nebraska Department of Education. The MDT will analyze, assess, and document the needs of each student, and the MDT's compiled information will be used on the Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP) if the MDT determines that the student qualifies for special education.

The MDT will not base a student's verification upon 1) lack of appropriate instruction in reading as contemplated in Section 614(a)(5)(A) of the Individuals with Disabilities Education Act of 2004, 2) lack of instruction in math, or 3) limited English proficiency.

If a nonpublic school student qualifies for the school district's special education program, an administrator or other designated representative of the student's nonpublic school shall be appointed as a member of the student's MDT.

*Referral Procedures for Infants and Toddlers* (Rule 52 § 006.01-006.03).

The school district will make a referral for a child under the age of three to the agency responsible for providing services coordination in the Planning Region as soon as possible but in no case later than seven (7) days after becoming aware of the infant's or toddler's potential eligibility for early intervention services. A child under the age of three who is the subject of a substantiated case of child abuse or neglect; or is identified as directly affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure must be referred to the Early Intervention Program (the agency responsible for providing services coordination in the Planning Region).

Except as otherwise allowed by law or regulation (see Rule 52 § 006.02B), the school district must complete the screening; complete the initial evaluation and assessments; and participate in the initial individualized

family service plan (IFSP) within 45 calendar days from the date of referral.

### **IEP Meetings** (Rule 51 § 007.09A–C, G-H)

Each student's IEP team will meet initially to develop the student's IEP within 30 calendar days of the determination that the student qualifies for special education. Thereafter, each IEP team will meet at least once annually to determine whether the annual goals of the student's IEP are being achieved. The student's IEP team will also ensure that the student's IEP is in effect at the beginning of each school year. The school district will encourage the consolidation of reevaluation meetings with other IEP Team meetings to the extent possible. The school district and parents may agree to meeting participation by video conference, conference call, or other electronic or alternative means.

Pre-Meeting Procedures. Staff members may engage in activities such as researching placements and service options, preparing draft IEP documents, writing reports, creating charts, and comparing student makeup of various program settings prior to and in preparation for IEP team meetings. Actual IEP and placement decisions, however, will not be made until concerns and input of parents and other members of the IEP team are received and considered at an IEP meeting. Although staff members may consider possible service and placement options and form opinions about them outside of an IEP meeting, no final decision will be made before full consideration of all data and input from all team members at an IEP team meeting. The school district has no policy of refusing to consider or use any particular service, program, or placement option.

### **Individualized Education Program** (Rule 51 § 007; 34 CFR § 324)

At the beginning of each school year, the school district will have in effect, for each child with a disability within its jurisdiction, an IEP, as defined in 34 CFR § 300.320 that meets the requirements of 34 CFR § 300.323. The IEP shall be developed, reviewed, and revised for each child with a disability as follows.

#### Development of the IEP

*General.* In developing each child's IEP, the IEP Team will consider:

- (i) The strengths of the child;
- (ii) The concerns of the parents for enhancing the education of their child;

- (iii) The results of the initial or most recent evaluation of the child; and
- (iv) The academic, developmental, and functional needs of the child.

*Consideration of special factors.* The IEP Team will:

- (i) In the case of a child whose behavior impedes the child's learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior;
- (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
- (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP Team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;
- (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
- (v) Consider whether the child needs assistive technology devices and services.

*Requirement with respect to regular education teacher.* A regular education teacher of a child with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development of the IEP of the child, including the determination of:

- (i) Appropriate positive behavioral interventions and supports and other strategies for the child; and
- (ii) Supplementary aids and services, program modifications, and support for school personnel consistent with law.

*Agreement.*

- (i) In making changes to a child's IEP after the annual IEP Team meeting for a school year, the parent of a child with a disability and the school may agree not to convene an IEP Team meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the child's current IEP.

- (ii) If such changes are made to the child's IEP, the school must ensure that the child's IEP Team is informed of those changes.

*Consolidation of IEP Team meetings.* To the extent possible, the school must encourage the consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.

*Amendments.* Changes to the IEP may be made either by the entire IEP Team at an IEP Team meeting, or by *Agreement* as provided above, by amending the IEP rather than by redrafting the entire IEP. Review and revision of IEPs

*General.* The school will ensure that the IEP Team:

- (i) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
- (ii) Revises the IEP, as appropriate, to address -
  - (A) Any lack of expected progress toward the annual goals described in 34 CFR § 300.320(a)(2), and in the general education curriculum, if appropriate;
  - (B) The results of any reevaluation conducted under 34 CFR § 300.303;
  - (C) Information about the child provided to, or by, the parents, as described under 34 CFR § 300.305(a)(2);
  - (D) The child's anticipated needs; or
  - (E) Other matters.

*Consideration of special factors.* In conducting a review of the child's IEP, the IEP Team must consider the special factors described above.

*Requirement with respect to regular education teacher.* A regular education teacher of the child, as a member of the IEP Team, must, consistent with the requirement above, participate in the review and revision of the IEP of the child.

#### Failure to meet transition objectives

*Participating agency failure.* If a participating agency, other than the school, fails to provide the transition services described in the IEP in accordance with 34 § 300.320(b), the school will reconvene the IEP Team to identify alternative strategies to meet the transition objectives for the child set out in the IEP.

#### Children with disabilities in adult prisons

*Requirements that do not apply.* The following requirements do not apply to children with disabilities who are convicted as adults under State law and incarcerated in adult prisons:

- (i) The requirements contained in section 612(a)(16) of the Act and 34 CFR § 300.320(a)(6) (relating to participation of children with disabilities in general assessments).
- (ii) The requirements in 34 CFR § 300.320(b) (relating to transition planning and transition services) do not apply with respect to the children whose eligibility under Part B of the Act will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

*Modifications of IEP or placement.*

- (i) Subject to law, the IEP Team of a child with a disability who is convicted as an adult under State law and incarcerated in an adult prison may modify the child's IEP or placement if the State has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.
- (ii) The requirements of 34 CFR §§ 300.320 (relating to IEPs), and 300.114 (relating to LRE), do not apply with respect to the modifications described in paragraph (d)(2)(i) of this section.

*Contracted Programs (Rule 51 § 013.02).*

The school district shall be responsible for the development and maintenance of the IEP and the participation in all IEP meetings and shall assure that IEP meetings are arranged with the contracted program and the parents. Such arrangements may include meetings with the contracted program, the school district, and the parent. Meetings may occur within the district, at the contracted program site, or another site if more appropriate.

*IEP Distribution to Parents (Rule 51 § 007.09D, F).*

A copy of the IEP will be provided to the parent at no cost. If the IEP is amended, the parent will be provided with a revised copy of the IEP with the amendments incorporated upon request.

*Distribution of IEP information to staff (Rule 51 § 007.02C, § 007.02D, and § 007.09E1).*

The case manager for each student with an IEP will provide the staff assigned to work with that student with information about the student's disabling conditions, the modifications and accommodations called for in the

student's IEP. The case manager will also inform relevant staff of any subsequent changes made to the student's IEP. This information may be provided by: giving staff members a copy of the student's IEP; giving staff members a copy of the accommodations page of the student's IEP; or using any other method reasonably calculated to communicate relevant information to the responsible staff member(s).

**Least Restrictive Environment (Rule 51 § 008.01A; 34 CFR 314)**

The school district will assure that, whenever possible, all students with disabilities are educated in the same manner and in the same environment as students without disabilities by using supplementary aids and services. A student with a disability or disabilities will be removed from the regular educational environment and given special services and classes *only* when the nature of the disability does not allow for the satisfactory education of the student in regular classes.

**Procedural Safeguard Notice (Rule 51 § 009.06A-D; 34 CFR 504)**

A copy of the procedural safeguards will be given by the school district one time per school year. A copy shall also be given to the parent upon: a) initial referral or parental request for evaluation, b) upon request by a parent, c) upon receipt by the school district of the first occurrence of the filing of a complaint under section 009.11 of Rule 51, d) the first occurrence of filing a special education due process case under Rule 55, and e) in accordance with the discipline procedures in section 016 of Rule 51. The notice shall include a full explanation of all procedural safeguards in compliance with section 009.06B of Rule 51. The notice shall be written in English and provided in the native language of the parent as required by sections 009.05C-D of Rule 51.

**Evaluation Procedures (Rule 51 § 006.02; 34 CFR.304)**

*Notice.* The school will provide notice to the parents of a child with a disability that describes any evaluation procedures the school proposes to conduct.

*Conduct of evaluation.* In conducting the evaluation, the school will:

- (1) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about

the child, including information provided by the parent, that may assist in determining:

- (i) Whether the child is a child with a disability; and
  - (ii) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities);
- (2) Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and
- (3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

*Other evaluation procedures.* The school will ensure that:

- (1) Assessments and other evaluation materials used to assess a child:
  - (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
  - (ii) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;
  - (iii) Are used for the purposes for which the assessments or measures are valid and reliable;
  - (iv) Are administered by trained and knowledgeable personnel; and
  - (v) Are administered in accordance with any instructions provided by the producer of the assessments.
- (2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

- (4) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities;
- (5) Assessments of children with disabilities who transfer from one public school to another public school in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with law, to ensure prompt completion of full evaluations.
- (6) In evaluating each child with a disability under 34 CFR §§ 300.304 through 300.306, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (7) Assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided.
- (8) Evaluations shall also comply with any additional requirements found in Rule 51, including but not limited to those found in section 006.02.

*Review of Existing Evaluation Data* (Rule 51, § 006.06). For initial evaluations and reevaluations, the IEP team and other qualified professionals will review all existing educational assessments as well as parental, classroom and other relevant observations in determining whether:

- a) the student is a student with a disability or continues to be a student with a disability qualifying for special education;
- b) a student with a disability needs or continues to need special education services; and
- c) a student with a disability needs additional or modified special education to meet the goals of the student's IEP or the general goals of the school district's curriculum.

*Independent Education Evaluation* (Rule 51 § 006.07). When a student's parent requests an independent education evaluation, the student's case manager or the district's special education director will respond in writing without unnecessary delay that (1) the school district will initiate a hearing under 92 NAC 55 to show that its evaluation is appropriate OR (2) an independent educational evaluation will be provided at public expense. The written response will (1) include a copy of the board's policy on IEEs and (2) if appropriate, identify at least one qualified individual who meets the policy's criteria within the geographic area.

**Confidentiality of Personally Identifiable Information** (Rule 51 § 009.03; 34 CFR § 300.123, 34 CFR § 300.610-.626)

*Notice to parents.* The school must give notice that is adequate to fully inform parents about the requirements of protecting the confidentiality of any personally identifiable information collected, used, or maintained under Part B of the Act, including:

- (1) A description of the extent that the notice is given in the native languages of the various population groups in the district;
- (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the district intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
- (3) A summary of the policies and procedures that the school will follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
- (4) A description of all of the rights of parents and children regarding this information, including the rights under FERPA and implementing regulations in 34 CFR part 99.

Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the district of the activity.

*Access rights.* The school will permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the school. The school will comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to law, or resolution session pursuant to law, and in no case more than 45 days after the request has been made.

The right to inspect and review education records under this section includes:

- (1) The right to a response from the school to reasonable requests for explanations and interpretations of the records;
- (2) The right to request that the school provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and

(3) The right to have a representative of the parent inspect and review the records.

The school may presume that the parent has authority to inspect and review records relating to his or her child unless the school has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

*Record of access.* The school must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the Act (except access by parents and authorized employees of the school), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

*Records on more than one child.* If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

*List of types and locations of information.* Each participating school must provide parents on request a list of the types and locations of education records collected, maintained, or used by the school.

*Fees.* The school may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. The school may not charge a fee to search for or to retrieve records.

*Amendment of records at parent's request.* A parent who believes that information in the education records collected, maintained, or used under this part is inaccurate or misleading or violates the privacy or other rights of the child may request the school to amend the information.

The school must decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.

If the school decides to refuse to amend the information in accordance with the request, it must inform the parent of the refusal and advise the parent of the right to a hearing as provided below.

*Opportunity for a hearing.* The school must, on request, provide an opportunity for a hearing to challenge information in education

records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

*Result of hearing.* If, as a result of the hearing, the school decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must amend the information accordingly and so inform the parent in writing.

If, as a result of the hearing, the school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the records the school maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the school.

Any explanation placed in the records of the child under this section must:

- (1) Be maintained by the school as part of the records of the child as long as the record or contested portion is maintained by the school; and
- (2) If the records of the child or the contested portion is disclosed by the school to any party, the explanation must also be disclosed to the party.

*Hearing procedures.* A hearing held under this section must be conducted according to the procedures in 34 CFR § 99.22.

*Consent.* Parental consent must be obtained before personally identifiable information is disclosed to parties, other than officials of participating agencies described below, unless the information is contained in education records, and the disclosure is authorized without parental consent under 34 CFR part 99.

- (1) Except as provided in paragraphs (2) and (3) of this section, parental consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of this part.
- (2) Parental consent, or the consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies

providing or paying for transition services in accordance with § 300.321(b)(3).

- (3) If a child is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the child is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

*Safeguards.* The school will protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. One official at the school district must assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the school's policies and procedures under 34 § 300.123 and 34 CFR part 99. Each school must maintain, for public inspection, a current listing of the names and positions of those employees within the school who may have access to personally identifiable information.

*Destruction of information.* The school must inform parents when personally identifiable information collected, maintained, or used under this policy is no longer needed to provide educational services to the child. The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

*Children's rights.* The school has policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability. Under the regulations for FERPA in 34 CFR 99.5(a), the rights of parents regarding education records are transferred to the student at age 18. If the rights accorded to parents under Part B of the Act are transferred to a student who reaches the age of majority, consistent with § 300.520, the rights regarding educational records in §§ 300.613 through 300.624 must also be transferred to the student. However, the public school must provide

any notice required under section 615 of the Act to the student and the parents.

*Enforcement.* The school district will follow any policies and procedures the State has in effect, including sanctions that the State uses, to ensure that its policies and procedures consistent with §§ 300.611 through 300.625 are followed and that the requirements of the Act and the stated procedures are met.

**Early Intervention Transition** (Rule 51 § 005.03, Rule 52 § 008; 34 CFR § 300.124)

The school district shall ensure that students participating in early intervention services experience a smooth and effective transition to preschool programs and/or services provided under Part B of IDEA by following the procedures described in 92 NAC 52-008.

**Children Placed In or Referred To a Nonpublic School or Facility by the School District or Approved Cooperative As a Means of Providing Special Education and Related Services** (Rule 51 § 015.01; 34 CFR § 300.129)

A special education student may be placed in a nonpublic school or facility, if the student's IEP team develops an IEP for the child in accordance with Section 007 that places the student in the nonpublic school or facility. If a student's IEP team determines that the student will be placed in a nonpublic school or facility, the school district will ensure that the student is provided special education and related services in conformance with the provisions of Rule 51 at no cost to the student or parents. The school district will be responsible for initiating and conducting IEP meetings after the student has been placed in the nonpublic school or facility and will insure that both the parents and representatives from the nonpublic school or facility are involved in any decision about the child's IEP and agree to any proposed changes in the IEP before those changes are implemented.

**Children Placed In a Nonpublic School by Parents As a Means of Obtaining Special Education and Related Services; FAPE is At Issue** (Rule 51 § 015.02; 34 CFR § 300.129)

The school district will not pay for the cost of education, including special education and related services, of a child with a disability at a nonpublic school or facility if the school made FAPE available to the child and the parents elected to place the child in a nonpublic school or facility as a

means of obtaining special education and related services. However, the school district will include that child in the population whose needs are addressed consistent with Rule 51. Disagreements between a parent and the school district regarding the availability of a program appropriate for the child, and the question of financial reimbursement, are subject to the due process procedures of Rule 55 of the Nebraska Department of Education.

**Working with Nonpublic Schools within the Boundaries of the District** (Rule 51 § 015.03B and § 015.03D1a; 34 CFR § 300.129)

The school district will provide written information to each non-public school within its geographic boundaries that the public school will identify and verify children for possible disabilities at no charge. This communication will also inform the non-public school officials, staff and parents about the availability of equitable services for students with disabilities who attend non-public schools that are not within the geographic boundaries of the district.

A student who attends a nonpublic school may participate in the school district's special education program to receive FAPE provided that (1) the student has been verified pursuant to Rule 51 and (2) the student is a resident of the school district as defined by NEB REV. STAT. § 79-215. The student's IEP team will determine the physical location where the student will receive services and will consider whether it is necessary for the student to be transported to the service location. A non-resident student who attends a nonpublic school within the geographic boundaries of the district may receive equitable services if the student has been verified pursuant to Rule 51.

Disagreement between parents and the school district over whether or not the school district has a program available to serve the needs of a special education student, including claims for tuition reimbursement by parents, are subject to the appeal procedures established in Rule 55.

**Personnel Standards** (Rule 51 § 010; 34 CFR § 300.156)

The school district shall ensure that all personnel are appropriately and adequately trained and prepared to provide special education and related services to children with disabilities as required by law including but not limited to Section 2122 of the Elementary and Secondary Education Act of 1965, Rule 51, and IDEA. The school district shall ensure that its recruits, hires, trains, and retains such personnel by doing the following:

- 1) Advertising for only qualified candidates.
- 2) Verifying that all personnel hold the required certificate, license, registration, or other credentials and training during the interview process or prior to employment.
- 3) Verifying that all personnel maintain the required certificate, license, registration, or other credentials and training during employment.
- 4) Providing continuing education opportunities and training programs.
- 5) Evaluating personnel performance for compliance with federal and state law and regulations and school district standards and policies.

**District-Wide Assessments** (Rule 51 § 004.05B, § 004.05C, and § 004.05D; 34 CFR § 300.160)

Each student who has been verified under Rule 51 will participate in district-wide assessments in a manner that is appropriate for the student. Each student's IEP team will determine how the student will participate in district-wide assessments. The method of assessment will be recorded on the student's IEP. Alternate assessments will be administered at the same time that state and district-wide assessments are administered to the student's grade level peers. The school district shall report assessment results to parents, the public, and the Department with the same frequency and in the same detail as they report on the assessment of nondisabled children and/or as required by Rule 51.

**Suspension and Expulsion Reporting** (Rule 51 § 004.06E; 34 CFR § 300.170)

The school district shall report the incidences, duration, and count of removals, suspensions, and expulsions, and other disciplinary information of children receiving special education services required by 92 NAC 004.06E to the State electronically through the NDE website by June 30<sup>th</sup> of each year. The report will be disaggregated by race/ethnicity, gender, LEP status, and disability category. If disciplinary discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities, the school district shall review its policies, procedures, and practices related to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards to ensure that they comply with IDEA.

**Access to Instructional Materials** (Rule 51 § 004.15; 34 CFR § 300.172)

The school district may contract with the National Instructional Materials Access Center (NIMAC) when purchasing print instructional materials and/or assures the Nebraska Department of Education that it will provide such materials to children with blindness or other children with print disabilities at the same time as other children.

### **Overidentification and Disproportionality (34 CFR § 300.173 )**

The school district shall take affirmative steps to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment described in 34 C.F.R. §300.8. These steps shall include, but not necessarily be limited to:

- Providing staff with technical assistance, professional development, and other educational opportunities;
- Collecting, examining, and reporting data;
- Monitoring, assessing, and providing continuous improvement activities;
- Reviewing school district policies, procedures, and practices.

The school district shall collect and examine data to determine if significant disproportionality based on race and ethnicity is occurring with respect to:

- The identification of children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in 34 C.F.R. §300.8;
- The placement in particular educational settings of these children; and
- The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

The school district will review and analyze the data and any other applicable indicators or information that is needed to adequately measure overidentification and disproportionate representation. In the event that the available information demonstrates inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities, the school district shall correct the matter as soon as practicable, but in no case later than any time period required by law.

### **Prohibition on Mandatory Medication (34 CFR § 300.174 )**

State and school district personnel shall not require parents to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)) for a child as a condition of attending school, receiving an evaluation under sections 300.300 through 300.311, or receiving services authorized under IDEA.

**Transportation** (Rule 51 § 014; 34 CFR § 300.34(c)(16))

The school district shall provide transportation or transportation services to special education students who qualify for it under law as provided in NEB. REV. STAT. 79-1129, Rule 51, and IDEA. This may include paying mileage reimbursement to parents, transporting children with school district vehicles, contracting with a transportation company, or using any other method that is proper and necessary to transport students. Transportation eligibility will be determined by the student's IEP Team. The plan for transportation for the student shall be part of the IEP if required by law.

**Written Notice of Change** (Rule 51 § 009.05A-D)

The school district will provide the parents of a student with a disability with prior written notice within a reasonable time before the school district either proposes or refuses to make a change to the student's identification, evaluation, or educational placement, or the provision of a free appropriate public education. The written notice will comply with sections 009.05B-D of Rule 51 of the Nebraska Department of Education.

**Informed Parental Consent** (Rule 51 § 009.08)

The school district will obtain informed parental consent before: a) conducting an initial evaluation to determine if a child qualifies as a child with a disability, b) conducting a reevaluation, c) initial placement of a child with disabilities in a program providing special education and related services or early intervention services, d) accessing a child's or parent's public benefits or insurance for the first time (and after providing notification to the child's parents consistent with 92 NAC 51-009.90A2); and e) accessing a child's or parent's private insurance proceeds (each time).

**Parent Refusal to Consent Under Rule 52** (Rule 52 § 009.02K3)

If a parent refuses to provide consent under Rule 52, the school district may:

- Hold a meeting with the parent(s) to explain how the parent's failure to consent affects the ability of their child to receive early intervention services;
- Provide the parents with written information regarding early intervention services;
- Provide referrals to other agencies, if appropriate; and
- Take other actions or make such other efforts as the school district deems appropriate.

Nothing in these procedures shall override a parent's right to refuse to consent under section 009.03A of Rule 52.

### **Appointment of Surrogate For Student** (Rule 51 § 009.10B)

The school district shall ensure that the rights of students with disabilities are protected by informing the members of the student's IEP team whenever (1) a parent cannot be identified, (2) a parent(s), legal guardian or individual acting *in loco parentis* for the student cannot be located, (3) the child is an unaccompanied homeless youth, or (4) the child is a ward of the State or court. The team will then hold a meeting to discuss and consider whether the school district must appoint a surrogate to participate on the IEP team and fulfill the role of the student's parent. Surrogate parents shall only be appointed when required or allowed by Rule 51 or IDEA. If the district identifies students who may be in need of a surrogate parent, the district will:

1. Attempt to identify and locate the parent;
2. Investigate the legal status of those student(s); and
3. If after a reasonable effort, the parents cannot be located, the school district shall ensure that the rights of students with disabilities are protected by appointing a surrogate.
4. Surrogates will be provided sufficient training to assure they are knowledgeable as to the legal rights and educational needs of the student they are to represent. Training will be conducted as needed.
5. Surrogates will be appointed by the director of special education following documentation that no conflict of interest exists and completion of appropriate training or assurance that the surrogate is knowledgeable in order to represent the student.
6. Surrogates will be monitored on a regular basis to ensure effective performance. Should a surrogate be unable or unwilling to discharge his or her duties, a new surrogate will be appointed by the director.
7. The surrogate parent shall continue to represent the student until one of the following occurs:

- a. The student is determined to no longer be eligible for, or in need of, special education or related services except when termination from such programs is being contested;
- b. The parent, who was previously unknown, or whose whereabouts were previously unknown or a guardian or person acting as the student's parents becomes known; and/or,
- c. It is determined that the appointed surrogate parent no longer adequately represents the student.
- d. The surrogate parent's term has expired.



Karen Haase  
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Shari Russell, Paralegal

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## MEMORANDUM

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The following is a description of the policies in the 5000 series. Many of the policies will apply without modification, but each one should be reviewed carefully to make sure that it conforms to the school district's practices.

**Policy 5001. Compulsory Attendance and Excessive Absenteeism.** This policy incorporates the statutory requirements regarding mandatory attendance age and discontinuing enrollment.

We have included two versions of this policy. The version labeled "traditional approach" includes the statutorily required elements of an attendance policy. It states when a student has excessive absences (defined in the policy as 5 unexcused absences in a quarter), the school must communicate with the persons who have legal or actual charge or control of the child, hold a meeting or meetings, and develop a "collaborative plan" to improve regular attendance. We have also included a sample collaborative plan.

The other version of the policy is labeled "nontraditional approach." We have been frustrated by the frequent amendments to 79-209 and have fielded many, many phone calls from school administrators who struggle to enforce student attendance requirements. We are very aware that student NeSA scores fall dramatically after as few as 10 absences per school year, so we understand that school boards are interested in encouraging consistent student attendance. Therefore the "nontraditional" policy takes a somewhat dramatic departure from the traditional approach to student attendance. We prepared it based on a review of the educational research on student attendance and truancy. As with all of the service

policies, it is important that you customize this policy to reflect your school's unique circumstances and culture.

Regardless of the policy that your board adopts, state law requires that the policy be "developed and annually reviewed in collaboration with the county attorney of the county in which the principal office of the school district is located." We have prepared a sample county attorney letter to be used to document a district's efforts to engage in the required collaboration.

**Policy 5002. Admission of Students.** This policy sets forth a list of the circumstances that permit a child to attend school. It also references the statutory restriction limiting public secondary education to persons 21 years of age and under, with the exception of participation in adult education classes or special education students who are finishing the school year in which they turn 21.

**Policy 5002.01. Admission of Out-of-State Students.** For schools which are close to Nebraska's border with other states, you will want to review this revised policy carefully to be sure that it comports with what you want to do regarding this issue. Based on the requests of some clients who admit a lot of out-of-state students, we have added criteria for when students will and will not be admitted. As you can see, these criteria are fairly aggressive. Whatever your practice is, you should have an application and agreement for enrollment of these students consistent with your practices. Because practices vary so widely on this issue, we have not tried to set up a single application form.

**Policy 5002.02. [Intentionally Left Blank]**

**Policy 5003. Admission of Part-Time Students.** This policy defines the circumstances and requirements for a student to attend school on a part-time basis.

**Policy 5004. Option Enrollment.** This policy is based on the statute governing option enrollment and sets forth the standards for considering and accepting option students. We have included provisions that go beyond the statutory requirements but that we have found helpful (e.g., the authority to reject an applicant for false statements on the application form, dealing with late applications).

The statute requires school boards to have “specific” standards for acceptance or rejection for release of a resident or option student. We have attempted to add more specific standards for acceptance and rejection that are typical in option policies. We have also added some additional factors which are highlighted in green in the policy. Although we believe the option enrollment statutes permit the board to adopt additional standards, these highlighted standards have not been tested in a hearing before the State Board of Education. Before you deny an option application based on one of the factors highlighted in green, you should give one of us a call to visit about the specific facts of your situation.

School boards may no longer refuse to allow students to option out of the district when the application is submitted after March 15 based only on the fact that the application was submitted late. We have included standards for your board to consider in determining whether to reject applications to opt out of the district that are submitted after March 15. Please note that districts may still deny applications to opt into the school district after March 15 based only on the fact that the application was submitted late. We know from conversations with staff members at the Nebraska Department of Education that they would prefer schools not use the “late is late” approach to option applications. This policy requires you to choose between a factor-based approach or continuing with the “late is late” approach for students who want to option into your district (that portion of the policy is highlighted in yellow).

You must select one of the two options highlighted in yellow dealing with on late applications to opt out of the district. You should also discuss whether your board wants to adopt the standards that are highlighted in green.

**Policy 5005. Transportation of Option Students.** School districts are required to either provide transportation or pay mileage for option students who qualify for free (but not reduced) lunch. Districts are not required to provide transportation to other option students, but some boards do have a system for providing some option transportation.

The shortest version of policy 5005 states that the district does not provide transportation or pay mileage for option students unless required by law.

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The second version of policy 5005 states that if an option student lives on an existing bus route, the district will allow the option student to board and ride the bus.

The longest version of policy 5005 is provided as an illustration of one way to provide option families with transportation without a major financial commitment by the district. This is an area where districts are highly individualized; if your district has a specific system that it uses to provide transportation to option students, please contact us for assistance in writing your practice into a lawful policy.

There are three options for this policy. Please select just one.

**Policy 5006. Foreign Exchange Students.** This policy sets forth considerations for determining whether to accept foreign exchange students.

**Policy 5007. Enrollment of Expelled Students.** This policy states the statutory prohibition against enrolling any student who is currently expelled from any other school, whether public or private, except by board action.

**Policy 5008. Pregnant or Parenting Students.** This policy outlines the state statutory requirements to accommodate pregnant or parenting students and to allow them to complete their high school education and participate in the district's programming to the maximum extent possible. These changes originated from LB 427, passed in 2017. Districts are required to ensure their policy aligns with a form policy adopted by NDE in December 2017. We will work with NDE to ensure this policy applies to its sample now and in the future. All districts must have this policy in place, aligned with NDE's form policy, no later than the 2018-2019 school year.

**Policy 5009. Adult Education.** This policy delegates to the superintendent the board's authority to offer adult education programs. Boards can approve the expenditures for these programs as they approve monthly claims or on any other as needed basis.

**Policy 5010. Immunizations.** This policy states the statutory requirements and exemptions regarding the immunization of students.

**Policy 5011. Physical Examination and Visual Evaluation of Students.** This policy states the statutory requirements and exemption regarding the requirement that students have a physical examination by a qualified health care provider.

**Policy 5012. Testing and Assessment Program.** This policy is a generic basic testing policy. It provides that the superintendent to report the results of that district-wide testing to the board of education in July of each year. If your district has adopted a policy that is more specific or if you do not report results in July, you should modify these policies to reflect your practice. Of course, if you would like us to review your modifications, we would be happy to do so.

**Policy 5013. [Intentionally Left Blank]**

**Policy 5014. Homeless Students.** This policy deals with enrollment of homeless students. The federal McKinney-Vento Homeless Assistance Act created very detailed obligations for school districts regarding the enrollment and education of students who are deemed to be homeless. These have been updated by the Every Student Succeeds Act, which replaced No Child Left Behind. We have worked with NDE to create and obtain their approval on this policy. NDE reviews this policy as part of its Title I audit process, and we expect that to continue. As of March 2017, this policy has been given approval by NDE's Homeless Student representatives. This should help avoid any finding in your review.

The policy generally provides for the appointment of a "liaison" for the homeless students in your district, and that person is responsible for working with the family or student to comply with the policy and the law. The board gets to select the position (*e.g.*, guidance counselor or principal) that will serve as the liaison. Since the liaison must generally serve as an advocate for the student, your board may want to consider not appointing the superintendent. In the most recent revisions to this policy, the federal government has directed states to ensure that the duties of the liaison are included in the policy. We have added those, including an obligation to seek training for that person. Prior to amending this policy, you should consult with one of us to ensure your proposed changes will not create inconsistencies with what NDE expects to be in the policy.

**Policy 5015. Protection of Pupil Rights.** This policy is required by the federal Protection of Pupil Rights Amendment (PPRA).

**Policy 5016. Student Records.** The Family Education Records Privacy Act (FERPA) defines student records as those records "maintained" by the school district. The increasing digitization of student data has led to legal disputes between schools and parents in other states when parents claim that every e-mail, word processing file, and Google calendar entry about a student are student records because they are "maintained" on the school's computer systems. Even more concerning is if a student is verified to receive special education services, the school district must provide notice to the special education parent before destroying records that are "maintained" by the school.

The cases have demonstrated that it is in school districts' interest to have a very clear definition of what records they "maintain." Therefore this policy has three choices:

- A definition of "maintain" which states that only student records which are actually printed constitute FERPA protected records;
- A definition of "maintain" which includes both printed records and the information about students which the school saves in PowerSchool or other student information system;
- A definition of "maintain" which includes basically every physical and digital record of a student.

You should select the option that describes how your school district would like to define student records. Although we suspect that most schools will select the second option, the other two options are lawful so long as they reflect your actual practice. As with all of these policies, KSB customize a different policy for you if your school district has a unique approach to maintaining student records.

This policy also states that no "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules will be destroyed unless it is first saved in a retrievable, digital format. The Public Records Act and the Secretary of State's implementing regulations state that many district records must be

maintained in "microfilm" with a copy sent to the Secretary of State before the records can be destroyed. However, we are not aware of many schools who continue this practice, which was put in place long before digital storage systems were developed. Informally, the Secretary of State has taken the position that so long as records are saved in a digital, retrievable format, they can be destroyed, rather than microfilming the records after the retention date passes. We have written this section of the policy in the most protective manner for schools that we could conceive; however you should be aware that the retention schedules do require schools to keep a large volume of records. This is one of the reasons why we believe that including the information in your student information system under the definition of "maintain" is a good practice.

You must select one of the three options available in this policy.

**Policy 5017. Routine Directory Information.** School districts must have a policy that identifies routine directory information (e.g., height and weight of athletes, students' names telephone numbers, etc.) in order for the school to have authority to disclose the information. The schools must notify students and their parents or guardians of the information that constitutes directory information and give them an opportunity to forbid its disclosure. This policy addresses that issue and includes items brought about by technology, such as students' likeness or image and their social media handles if the district has them documented.

**Policy 5018. Parental Involvement in Educational Practices.** State law requires school districts to have a policy regarding parents' involvement in their child's education. ESSA requires school districts receiving Title I funds to notify parents of students attending any school receiving Title I funds that they may information regarding any state or local policy addressing student participation in assessments mandated by state and federal law. Schools must then provide that information in a timely manner.

Policy 5018 to make it clear that parent/guardian requests to opt out of state mandated assessments will be denied. This language is consistent with state law, which requires that NDE's assessment and reporting plan must "include all public schools and all public school

students” in grades designated by the state board. NEB. REV. STAT. § 79-760.03.

This policy does allow parents to opt out of the National Assessment of Educational Progress (NAEP). Again, this language is consistent with law—in this case, federal law (See <https://nces.ed.gov/nationsreportcard/faq.aspx>). Federal law stipulates that student participation in the NAEP is voluntary.

This policy requires schools to send parents notice of the date the NAEP will be administered and establish a three-day deadline for parents to submit an opt-out request. If you would like to require more or allow less notice, you may insert a different number of days. The only requirement is that your timeline be “reasonable.”

We have included a sample notice in the forms that accompany the 5000 series. This short notice explains that the district has an opt-out policy, describes how it can be requested, and assures that the policy will be provided in a timely manner upon request. This notice can be published in student handbooks or provided to parents as a standalone document.

**Policy 5019. Communicating with Parents.** This policy describes methods by which the school will communicate with parents.

**Policy 5020. Rights of Custodial and Non-Custodial Parents.** Noncustodial parents have statutory rights regarding their children. This policy describes those rights. This policy also reviews the circumstances under which the district will not allow noncustodial parents access to their children or their records.

**Policy 5021. [Intentionally Left Blank]**

**Policy 5022. Investigations and Arrests by Police and Other Law Enforcement Officers.** This policy describes the manner that the school will handle investigations and arrests by other law enforcement officers. This is one you will need to review in detail with your board. There are two versions of this policy. In one, we have attempted to capture what we believe to be a common approach in Nebraska schools. The other version of the policy is most protective of student or family rights and grants the least amount of access to students by law enforcement. However, keep in mind that there are

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several legal options for dealing with your interaction with law enforcement. Because they are so varied, we recommend reviewing these policy options, then discussing with one of Karen, Steve, Bobby, or Tim to see how it squares with your practices. If the policy doesn't reflect your practices, we can work with you to modify the policy to fit the legal requirements and your district's practices.

**Policy 5023. Student Illness.** This policy describes the protocol for dealing with students who become ill at school.

**Policy 5024. Medication of Students.** By statute and rule of the Nebraska Department of Education, every school district must have a policy regarding the medication of students. This policy addresses that issue.

**Policy 5025. Student Insurance.** This policy states that the school district is not an "insurer" of student safety and that parents and guardians should secure their own health insurance for their children.

**Policy 5026. Sex Discrimination and Sexual Harassment of Students.** In compliance with Title IX of the Education Amendments of 1972, this policy prohibits discrimination on the basis of sex in any educational program or activity. This policy also defines sexual harassment of students and sets forth procedures of reporting, investigating and dealing with claims of harassment. The complaint process itself, and the standard of evidence required to discipline someone accused of sex discrimination or sexual harassment are contained in the complaint procedure.

**Policy 5027. [Intentionally Left Blank]**

**Policy 5028. Initiations and Hazing.** This policy prohibits hazing and limits initiations to those activities approved by the administration. It is intended to protect students and to comply with restrictions in statute and the rules of the Nebraska Department of Education.

**Policy 5029. [Intentionally Left Blank]**

**Policy 5030. Dating Violence.** School districts are statutorily required to have a policy addressing dating violence. This policy meets

the minimum requirements of the statute. This policy must be printed in your student handbook.

**Policy 5031. Student Appearance.** This policy states that the school may take action regarding any manner of student dress, hair style, make up, or personal cleanliness that constitute a threat to the safety, health, welfare or morale of the student or interfere with the education process. This policy is broad enough that you should be able to implement more specific rules in your student handbook.

**Policy 5032. Closed Campus.** This policy is designed for districts that have a closed campus. If your district does not have a closed campus, do not adopt the policy. If you would like our assistance in creating a policy that meets your practices (e.g. open campus only for seniors) please contact one of us.

**Policy 5033. Student Driving and Parking.** This policy governs student driving and parking of their vehicles.

**Policy 5034. Handbooks.** This policy gives student handbooks the force of board policy.

**Policy 5035. Student Discipline.** This is an extensive policy that addresses the range of options and requirements under the Student Discipline Act for students who violate school rules. This policy also addresses the administration's duty to report some student misconduct to law enforcement. Note that there are some blanks in this policy where the Student Discipline Act requires you to fill in your district's practices.

**Policy 5036. Lockers.** This policy states that lockers are the property of the school and gives the school the authority to inspect student lockers.

**Policy 5037. Student Internet and Computer Access.** This policy sets forth the standards, requirements, and limitation for student use of computers and the internet.

**Policy 5038. [Intentionally Left Blank]**

**Policy 5039. Fundraising Activities.** This policy requires all fundraising activities to have the authorization of an administrator.

**Policy 5040. Work Permits.** This policy authorizes principals to issue work permits in accordance with statute.

**Policy 5041. Student Government.** This policy authorizes and encourages students to form and participate in student government activities and puts such activities under the administration of the superintendent or a designee.

**Policy 5042. Bulletin Boards.** This policy governs the use of bulletin boards and electronic publishing spaces.

**Policy 5043. School-Sponsored Publications.** This policy makes school-sponsored publications and electronic media publications part of the school district's instructional program and sets standards for them. That gives the administration and board greater authority over publications.

**Policy 5044. Safe Pupil Transportation.** Rule 10 requires districts to adopt a safe pupil transportation plan. This policy is a generic safe pupil transportation plan. If your district has adopted a different plan, you will want to substitute yours for our form plan and, if you would like us to review it, please e-mail it to us.

**Policy 5045. Student Fees.** School districts are required to have a student fee policy and schedules that the board reviews every year as part of a public hearing. This policy gives a format for the policy, and the district should fill in the applicable amounts.

**Policy 5046 Secret Organizations.** This policy states the statutory prohibition against secret organizations.

**Policy 5047. [Intentionally Left Blank]**

**Policy 5048. Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (ANAPHYLAXIS).** School districts are required to have a policy and plan for providing emergency response to life threatening asthma or systemic allergic reactions.

**Policy 5049. Firearms and Weapons.** This policy addresses firearms and weapons and states they are not allowed on school grounds.

**Policy 5050. Reporting Related to Exempt (Home) Schools.** This policy states the superintendent's statutory requirements regarding reporting students who attend home schools (as opposed to private or denominational schools).

**Policy 5051. [Intentionally Left Blank]**

**Policy 5052. School Wellness Policy.** Schools districts are statutorily required to have wellness policies regarding nutrition and activities. This policy meets those requirements, which were updated by federal law effective July 2017.

**Policy 5053. Self-Management of Diabetes or Asthma/Anaphylaxis.** School districts are required to have a policy for the self-management of diabetes or asthma/anaphylaxis. This policy meets those requirements.

**Policy 5054. Student Bullying.** School districts are statutorily required to have a policy on student bullying. This policy meets those requirements.

This policy also attempts to resolve a conflict between state and federal law. The Nebraska Student Discipline Act says that school administrators may only long-term suspend or expel a student for misconduct which occurs on school grounds, in a school vehicle or at a school activity. But that does not mean that school administrators can simply ignore off-campus cyberbullying. The IDEA, Section 504 and Title IX all require school staff to take prompt remedial action to assist a student student who has been bullied or harassed due to a protected status characteristic -- disability, sex, race, etc. This obligation under federal law exists if the bullying or harassment is interfering with the student's ability to access education, regardless of where the student was when the bullying or harassment occurred. This policy makes the distinction between punishment of the bully and support for the victim clear under the policy. Please also notice that the limits of the Nebraska Student Discipline Act only apply to long-term suspension or expulsion. Schools can (and should) impose a whole range of other

consequences on students who bully, including short-term suspension, in-school suspension, counseling, additional academic work detentions, and the like. These consequences serve both to punish the bully and to prove that the district was not deliberately indifferent to the victim, even if the bully could not be expelled.

**Policy 5055. Enrollment in Kindergarten.** This policy sets forth options for the enrollment of children in kindergarten. You must choose one of the options.

**Policy 5056. Free Expression by Students.** This policy addresses the rights and limitations of "free expression" by students.

**Policy 5057 District Title I Parent and Family Engagement Policy.** This policy meets the statutory requirements regarding parental participation in the Title I program.

**Policy 5058. [Intentionally Left Blank]**

**Policy 5059. Emergency Medical Treatment.** This policy states that the school will provide first aid and, when appropriate, summon rescue squad assistance for a student who is ill or injured at school

**Policy 5060. Animals.** This policy addresses animals on school grounds and the process for identifying service animals and conditions for the service animal.

**Policy 5061. Therapy Dogs.** This policy applies to Therapy Dogs. It sets forth the requirements that must be satisfied before a therapy dog will be allowed in school buildings or on school grounds.

**Policy 5062. Lice and Nits.** This policy addresses Lice and Nits. There are two options to this policy and you must select only one. "Option A" includes nits as a basis for exclusion from school. "Option B" excludes nits as a basis for exclusion from school and permits exclusion for only live lice or louse eggs.

**Policy 5063. Audio and Video Recording.** This policy clarifies when staff, for educational purposes, or students for any purpose may

make audio or video recordings at school, in a school vehicle, or at school activities. It also clarifies that the district may make audio and video recordings for things like safety and security, but that those recordings will not be maintained unless specifically copied and saved.

**Policy 5064. Title I Supplement, Not Supplant.** This policy addresses Title 1 Supplement. It states that the district will use Title 1 funds to supplement state and local funds.

**Policy 5065. Bed Bugs.** We have had several schools who have had to address bed bug infestations. This policy, much like Policy 5062 dealing with lice and nits, gives boards the ability to choose their preferred response to students who receive a diagnosis of bed bugs. "Option A" states that students will not be excluded when they are initially diagnosed as having bed bugs unless there have been repeated efforts to remedy the infestation. "Option B" says the student will remain out of the school building until the parents or guardians confirm treatment. The policy also states that parents will be notified if bed bugs are discovered in school buildings. You should review this policy with the board and administrative team to be sure that this is the protocol your school wishes to follow when and if bed bugs are discovered in your district.

**Policy 5066. Early Graduation.** Many school district clients have asked for policies or protocols regarding early graduation, so we have created this policy in response. It discusses the requirements for early graduation and requires board action for approval. It requires the student to make an application first to the high school principal, and the principal then makes a recommendation to the board.

**Policy 5067. Student Assistance Team Procedures.** The Safety and Security Protocols require schools to use student assistance teams for behavioral problems in addition to academic issues.

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**5001**  
**Compulsory Attendance and Excessive Absenteeism**

**Required Attendance**

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

**Mandatory Attendance Age**

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

**Exceptions**

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the temporary illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

**Discontinuing Enrollment – 5 Year Old Students**

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

### **Attendance Officer**

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

### **Excused Absences**

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

**Commented [A1]:** This sample list is very liberal in what the school considers "excused." Schools that adopt this sample list will have very few students who accrue many "unexcused" absences. Boards may eliminate any of these categories of excused absence except for illness documented by a physician, suspension/expulsion and severe weather. Boards may also add additional requirements before an absence will be excused (e.g. require funeral card to verify family funeral, etc.)

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

### Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

**Commented [A2]:** The board may select any number of unexcused absences to trigger the meeting requirements

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may/must file a report with the appropriate county attorney.

**Commented [A3]:** The board can require the attendance officer to report to the county attorney by changing "may" to "shall"

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

**5001**  
**Compulsory Attendance and Excessive Absenteeism**

*"School success is 90 percent showing up; the other half is mental." Yogi Berra*

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on Compulsory Attendance and Excessive Absenteeism.

**Required Attendance**

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

**Mandatory Attendance Age**

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

**Discontinuing Enrollment – 5 Year Old Students**

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this

school district until the beginning of the following school year unless otherwise required by law.

### **Discontinuing Enrollment – 16 and 17 Year Old Students**

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

### **Attendance Officer**

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

### **Expectations for Regular Attendance:**

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
  - a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
  - b.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
  - c.) student attendance at a school-sponsored activity;
  - d.) student has been suspended or expelled from school by the school district; and

**Commented [A1]:** One of the biggest complaints we hear from school administrators about student attendance is that parents call students in "sick" when the student is not really too ill to attend. This definition of "excused" absence will not include the minor illnesses that students routinely contract (stomach flu, colds and other viruses). That means the student will be counted "absent" on those days that the parent calls him/her in ill. Parents may elect to take a child to see a physician for these minor illnesses to secure the "excused" absence if the student is approaching a benchmark level of absences.

- e.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, routine medical appointments are simply "absences."
  4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
  5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

**Commented [A2]:** With the elimination of the emotionally-loaded term "truant" schools will be free to treat all absences the same – hopefully creating a culture where the expectation is that the student is in school.

**Commented [A3]:** Education research has shown that student attendance dramatically increases when the school imposes a small consequence for every absence that inconveniences the student. The consequence must be small enough that staff will ALWAYS impose it and that students and families accept it as an expected event.

**Commented [A4]:** There are some cases in which courts have held that schools may not revoke academic credit once a student has received it. The educational research is overwhelming in indicating that a system of grade reduction as a result of absences is ineffective in improving student attendance. However, a consistently enforced system of total loss of credit, when paired with the other policy elements in this sample, has been shown to be effective.

### Attendance Incentives:

Building principals will establish attendance incentives for their students. Those may include:

- Special Recognition of students who have 95% or greater attendance each quarter
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

At the conclusion of each quarter building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

**When students are absent from school, district staff will respond as follows:**

### First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's third absence in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
  - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
  - b. The meeting shall be documented
  - c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to

**Commented [A5]:** The education research shows that small social and student-oriented incentives are highly effective in improving student attendance. The benchmark for achieving the incentive must be attainable – thus "perfect attendance awards" are actually less effective than a lower benchmark. The rewards must be something which students value, so they should vary by students' developmental levels.

**Commented [A6]:** Personal contact by staff has been shown to be highly effective in improving student attendance. Automated calling systems are less effective, the research shows.

review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.

4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

**Commented [A7]:** A consistent pattern in the research on improving student attendance is that students miss a lot of classes which are not engaging. A pattern of student absenteeism could be a signal that a classroom teacher is not using effective methods of student engagement. This also signals that the board of education expects staff to care about improving student attendance.

**Commented [A8]:** Another fairly surprising element of the research on student absenteeism is that student attendance is directly linked to a school's building climate. A building with chronic attendance issues may be a symptom of poor school climate. This provision also will create incentives for building principals to be engaged and creative in addressing student patterns of absenteeism.

**Commented [A9]:** The board can substitute "shall" for "may" if it wishes to require reporting upon the 20 day trigger.

### Second Stage Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

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

**Acknowledgment of Receipt**

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's new policy on student attendance and have reviewed it.

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

**Commented [A10]:** This is not required, but the educational research shows a strong link between improved student attendance and clear communication of expectations to parents. At least in the first year of a new approach like this, it is probably a good idea to have a separate sign-off for the policy.

**5002**  
**Admission of Students**

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

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

## **5002.1 Admission of Part-Time Students**

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

**Application for Enrollment.** The parent or guardian of an exempt school student who is of appropriate age to attend school, resides in the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by \_\_\_\_\_ of the year of enrollment. For second semester high school courses, the application must be filed by \_\_\_\_\_. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

**Capacity.** The enrollment of exempt school students is subject to the capacity limitations established by the district for grades, classes, courses, and programs. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

**Placement of Students.** Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

**Grades and Academic Honors.** Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district

requirements for such including earning a sufficient number of credit hours and semesters of attendance.

**Applicability of School Rules.** Exempt school students are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

**Extracurricular Sports and Activities.** Exempt school students may not participate in extracurricular sports and activities; provided, they may participate in activities that are part of the school district curriculum (e.g. band performance). Exempt school students who become full-time students and satisfy the eligibility requirements of the district and the Nebraska School Activities Association, where applicable, may participate in extracurricular sports and activities.

**Transportation.** Exempt school students are not entitled to transportation or reimbursement for transportation.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5003 Admission of Part-Time Students**

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

**Application for Enrollment.** The parent or guardian of an exempt school student who is of appropriate age to attend school, resides in the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [REDACTED] of the year of enrollment. For second semester high school courses, the application must be filed by [REDACTED]. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

**Limitations Based on Resources.** The enrollment of exempt school students is subject to limitations established by the district for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

**Placement of Students.** Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

**Grades and Academic Honors.** Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate,

receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

**Applicability of School Rules.** Exempt school students are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

**Extracurricular Sports and Activities.** Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 10 credit hours per semester. Exempt school students who are not enrolled in at least 10-credit hours may not participate in extracurricular sports and activities. All part-time students must meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating in the sport or activity.

Exempt school students who transfer into the district will be considered a transfer student and shall be ineligible for varsity competition for ninety school days unless the home school is located in the same school district as the high school to which the student is transferring.

The school district will determine whether credits awarded to exempt transfer students will be accepted for the purpose of eligibility for extracurricular sports and activities pursuant to the board's policy on Grade Placement and Academic Credits of Transfer Students.

**Transportation.** Part-time school students are not entitled to transportation or reimbursement for transportation by virtue of their status as part-time students.

**Option Enrollment.** Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

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

## **5004 Option Enrollment**

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for insuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

### **1. Definitions**

- a. Option Student Defined.** Option student shall mean a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district shall mean the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district shall mean the school district that a student chooses to attend other than his or her resident school district.

**2. Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

**3. Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

### **4. Standards for Acceptance or Rejection of Option Students.**

- a. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, projected number of students with which the option school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Individuals

seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

- b. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, declare a program, a class, or a school unavailable to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

**c. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

- d.** The school district shall accept an option student with a disability only to the extent that the school district's then current staff and facilities are sufficient to accommodate the student's needs without significantly increasing the operating costs of the school district, such as by requiring the hiring of new staff.

- e.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.



writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

## **9. Late Applications and Requests for Release**

- a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> under the following conditions:
  - i. When the district has already entered into contracts with teaching staff for the following school year;
  - ii. When the district has already contracted for the performance of specific services for the student;
  - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b.** The board of education will approve late applications to option into the district under the following conditions:
  - i. When the resident district has released the student;
  - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

**OR**
- b.** The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.
- c.** The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

**10. Students Who Do Not Need a Release from the Resident District**

- a. A student does not need to be released from his/her resident district under the following circumstances:
  - i. When the student has relocated to a different resident school district after February 1
  - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

**11. Cancellation of Option.**

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

**12. Authority of Superintendent.**

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

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

## **5005 Transportation of Option Students**

The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.

If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_ per mile per stop.

If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_ for the first mile and \$.\_\_\_ for the additional mile per stop.

If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_ for the first two miles and \$.\_\_\_ for the additional mile, per stop.

If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_ for the first three miles and \$.\_\_\_ for the additional mile, per stop.

If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee

shall be set at a rate of \$.\_\_\_\_ for the first four miles and \$.\_\_\_\_ for the additional mile, per stop.

For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.

NOTE: Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5005**  
**Transportation of Option Students**

The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5005**  
**Transportation of Option Students**

The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5006**  
**Foreign Exchange Students**

The school district may accept a foreign exchange student on a non-tuition basis if the student is sponsored by an organized exchange program that is acceptable to the board of education, approved for enrollment, and resides with a host family that lives within district boundaries.

A foreign student is not entitled to tuition-free schooling in the school district merely because he or she resides with a family within the district. The host family and/or sponsoring exchange program must file an application with the administration to enroll the student. In reviewing the application, the administration will consider the following factors:

- whether the student possesses a sufficient command of the English language;
- whether an appropriate program is available;
- whether the student meets the general admission requirements for the school; and
- such other factors as are relevant to the admission of the student.

Foreign exchange students who are accepted and enrolled will be subject to all policies and regulations governing the conduct and behavior of resident students.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5007**  
**Enrollment of Expelled Students**

The administration shall not enroll any student during the term of any known expulsion of the student from any public school in any state unless the board of education has approved the enrollment by a vote of a majority of the members of the board. The district shall not enroll any student during the known term of any expulsion of the student from a private school for an offense for which expulsion is authorized for a public school student unless the board has approved the enrollment by a vote of a majority of the members of the board. This policy does not require the board to take a vote on the enrollment application of any such student.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5008 Pregnant or Parenting Students**

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

### **I. Accommodations Regarding Attendance and Participation**

#### **A. Generally**

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

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

#### **B. Students with Disabilities**

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

### **II. Accommodations Regarding Lactation and Breastfeeding**

#### **A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable

opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

#### **B. Educational Process**

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5009**  
**Adult Education**

The board authorizes the administration to design and implement adult education as appropriate to the needs of the community and the programs of the district. The specific courses offered and expenditures necessitated by the adult education program will be approved by the board on an ad hoc basis.

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

## **5010 Immunizations**

### **1. General Rule**

- a. Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b. The district is not responsible for the cost of such immunizations.
- c. Any student who does not comply with this policy shall not be permitted to continue attending school.
- d. The building principal shall be responsible for maintaining immunization records for the students enrolled in his/her building and shall share that information with the school's threat assessment and crisis teams as appropriate.

### **2. Exceptions**

#### a. Provisional Enrollment

Students who meet the statutory requirements for provisional enrollment may be allowed to attend school for sixty days without the necessary immunizations.

- b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
  - i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household; or
  - ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.

- c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5011**  
**Physical Examination and Visual Evaluation of Students**

**I. Physical Examination**

The following students shall provide evidence of a physical examination by a qualified health care provider:

- all incoming students in the beginner grade;
- students in seventh grade; and
- all out-of-state transfer students.

Evidence of a physical examination must be dated no more than six months prior to entrance

**II. Visual Evaluation for Students**

The following students shall provide evidence of a vision evaluation by a qualified vision health care provider:

- all incoming students in the beginner grade and
- all out-of-state transfer students

The health care provider must test the student for amblyopia, strabismus and internal and external eye health, with testing sufficient to determine visual acuity. Evidence of a visual evaluation must be dated no more than six months prior to entrance.

Parents or guardians who wish to receive information regarding free or reduced-cost visual evaluations may contact Kids Connection at (877)-NEB-KIDS or the Nebraska Optometric Association at (800) 766-4466.

**III. Objection to Examination**

Any parent(s) or guardian(s) who object to a physical and/or vision examination and evaluation must submit a signed and dated refusal form to the school.

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

**5012**  
**Testing and Assessment Program**

**I. Basic Testing and Assessment Program**

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

**II. Use and Dissemination of Test Results**

At the board of education's regular July meeting, the superintendent of schools shall provide an annual written report consisting of the results of the district's performance program including but not limited to: standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, a follow-up study of graduates, and a learning climate survey. This report shall be made available to all patrons of the district. Building level results will be reported only to appropriate staff for review and goal setting.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s).

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by the Department of Education.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



## 5014 Homeless Students

- 1. General Policy.** The District will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the District.
  
- 2. Homeless Liaison.** The District's homeless liaison is [REDACTED]. Students in homeless situations who require assistance should contact the liaison at [REDACTED] (phone number) or in person at [REDACTED] (address). The liaison's responsibilities include:
  - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
  - b. Receiving training regarding state and federal law governing homeless children and youth;
  - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
  - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
  - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
  - f. Carrying out other aspects of this policy.
  
- 3. Definitions**
  - a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:
    - i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a

similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

- ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
  - iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
  - iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
- b. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an act of Congress or by state law.
  - c. "Child" and "youth" refers to persons who, if they were children of residents of the District, would be entitled to a free education.
  - d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.
  - e. "School of origin" means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.
4. **School Stability and Enrollment.** Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child's best interest unless it is contrary to a request of the child's parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.
5. **Strategies to Address Enrollment Delays.** In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district

shall immediately contact the school last attended by the student to obtain academic and other records. The school district's homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

**6. Transportation.** Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:

a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.

b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.

**7. Records.** The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.

**8. Dispute Process.** If a dispute arises over school selection or enrollment in a school:

a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;

b. The child, youth, parent, or guardian shall be referred to the

district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after receiving notice of the dispute;

- c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

## 9. Appeal Process

- a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.
- b. **State Board of Education.** If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

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

**5015**  
**Protection of Pupil Rights**

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

**1. Surveys**

- a. Surveys Created by a Third Party
  - i. This section applies to every survey:
    - (1) that is created by a person or entity other than a district staff member or student;
    - (2) regardless of whether the student answering the questions can be identified; and
    - (3) regardless of the subject matter of the questions
  - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
  - i. Sensitive information shall include:
    - (1) Political affiliations or beliefs of the student or the student's parent(s);
    - (2) Mental or psychological problems of the student or the student's family;
    - (3) Sexual behavior or attitudes;
    - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
    - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
    - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
    - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
    - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
  - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
  - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

- written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
  - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Requests
- i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
  - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
  - iii. The principal shall respond to survey inspection requests without delay.

## **2. Invasive Physical Examinations**

- a. The term "invasive physical examination" means:
  - i. any medical examination that involves the exposure of private body parts; or
  - ii. any act during such examination that includes incision, insertion, or injection into the body; and
  - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
  - i. required as a condition of attendance;
  - ii. administered by the school and scheduled by the school in advance; and
  - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:
  - i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

- ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
- iii. is otherwise authorized by Board policy.

**3. Collection of Personal Information from Students for Marketing**

- a. The term "personal information" means individually identifiable information including:
  - i. student's and parent(s)' first and last name;
  - ii. home or other physical address;
  - iii. telephone number; and/or
  - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
  - i. post-secondary education recruitment;
  - ii. military recruitment;
  - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
  - iv. student recognition programs.

**4. Inspection of Instructional Material**

- a. Definition
  - i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
  - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

**5. Notification of Rights and Procedures**

- a. The superintendent shall notify parents of:
  - i. this policy and its availability upon request from the office of the district;
  - ii. how to opt their child out of participation in activities as provided for in this policy;
  - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
  - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5016 Student Records**

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district.

**[OPTION 1]** For purposes of the district's compliance with state and federal law, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

**[OPTION 2]** For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is \_\_\_\_\_ **[INSERT YOUR SYSTEM, E.G. POWERSCHOOL, INFINITE CAMPUS, ETC.]**

**[OPTION 3]** For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a

retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School administrators" include attorneys, members of law enforcement acting on behalf of the school district as well as third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. No other person shall have access thereto nor shall the contents thereof be divulged in any manner to any unauthorized person. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5017 Routine Directory Information**

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given to opportunity to prevent the release of this directory information by

filing a written objection with the district.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 5018

### Parent and Guardian Involvement In Education Practices

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

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

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

- b. State Assessments

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.

- c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of

students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

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

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

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

**5019**  
**Communicating with Parents**

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing, either through communication from the school or through parental access to the district's student information system. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Parents will also be notified of their student's possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail, electronic communication, telephone calls, by personal contact or other appropriate method. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school. By providing the school district with their telephone number(s), parents agree to receive notifications from the school district's automatic notification system.

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

**5020**  
**Rights of Custodial and Non-Custodial Parents**

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term "custodial parent" refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students' records, unless the district has been provided a copy of a court order that unambiguously prohibits access to the records or child by either parent. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

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



**5022**  
**Investigations, Arrests, and Other Student Contact by Law  
Enforcement and Health and Human Services**

**[NOTE TO BE DELETED BEFORE ADOPTION:** This policy describes the manner that the school will handle investigations and arrests by law enforcement officers. This is one you will need to review in detail with your board. We have attempted to capture what we believe to be the most common practice in Nebraska schools. However, there are several legal options for dealing with your interaction with law enforcement. Because they are so varied, we recommend reviewing this policy, then discussing it with Karen, Steve, Bobby, or Tim how it squares with your practices. If the policy doesn't reflect your practices, we can work with you to modify the policy to fit the legal requirements and your district's practices.]

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All

reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

### **School Related Criminal Activity**

This section applies to alleged or suspected criminal activity that 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.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

### **Non-School Related Criminal Activity**

**[OPTION 1]** Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

**[OPTION 2]** Law enforcement officials may not question students at school.

### **Taking a Student into Custody**

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

### **Child Abuse and Neglect**

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is

conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

### **Student Records**

Student records will be shared with law enforcement officers only as allowed by state and federal law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5022**  
**Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services**

**[NOTE TO BE DELETED BEFORE ADOPTION:** This policy describes the manner that the school will handle investigations and arrests by law enforcement officers. This is one you will need to review in detail with your board. There are several legal options for dealing with your interaction with law enforcement. This version of the policy is most protective of student or family rights and grants the least amount of access to students by law enforcement. If the policy doesn't reflect your practices, we can work with you to modify the policy to fit the legal requirements and your district's practices.]

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program.

School staff will promptly notify the superintendent when a student is arrested or removed from school grounds by law enforcement officers.

### **Interviews and Questioning**

Law enforcement officers will not be allowed to question or interview students on school grounds at any time or for any reason.

**Taking a Student into Custody**

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer’s name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student’s removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

**Child Abuse and Neglect**

If a law enforcement officer decides to remove a student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student’s parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign the attached statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

**Student Records**

Student records will be shared with law enforcement officers only as allowed by state and federal law.

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

## **5023 Student Illness**

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and supports under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and make arrangements for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5024 Medication of Students**

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

### **1. Prescription medication**

- a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
- b. Parents/guardians must provide their own written permission for the administration of the medication.
- c. The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

### **2. Non-prescription medication**

- a. Parents/guardians must provide written permission for the administration of the medication
- b. The medication must be brought to the school in the manufacturer's container.
- c. The container must be labeled with the child's name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school

hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5025**  
**Student Insurance**

The school district is not an insurer of student safety, and parents are encouraged to secure insurance covering their students' healthcare needs, including catastrophic coverage for injuries which may be sustained while participating in athletics or other extracurricular activities. The school district may disseminate information about insurance plans available for purchase by parents for their students from third party vendors.

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

## 5026

### **Sex Discrimination and Sexual Harassment of Students**

#### I. Sex Discrimination

- A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
- B. Any individual who believes he or she is being discriminated against on the basis of race, color, national origin, sex, marital status, disability, or age may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

#### II. Sexual Harassment

- A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
- B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:
- C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

D. A student who feels he or she has been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom she or he feels comfortable.

E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

### III. Disciplinary Decisions

A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.

B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.

C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



**5028**  
**Initiations and Hazing**

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



**5030**  
**Dating Violence**

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

A copy of this policy shall be included in the student handbook.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5031**  
**Student Appearance**

Any manner of dress, hair style, make up, cleanliness, or personal appearance that constitutes a threat to the safety, health, welfare, or morals of the student or others; violates any statute; interferes with the education process, or school officials can reasonably predict will interfere with the education process; or causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5032**  
**Closed Campus**

The school campus is a closed campus. All students shall remain on the school campus during the hours that school is in session unless released by the building principal or building principal's designee. The building principal or designee will release a student only upon confirming that the student has permission from a parent or an authorized adult. Nothing in this policy shall prevent the school from sending a student home when the student is ill.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5033**  
**Student Driving and Parking**

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. The speed limit on school property is \_\_\_ miles per hour. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools.

Students are to park appropriately and in the assigned areas on school property. Student parking shall not be permitted in bus loading zones. When the buses are loading or unloading, all vehicles must stop and wait for the loading or unloading process to be completed.

By driving a vehicle to school and parking on school grounds, students consent to having that vehicle searched by school officials if school officials have reasonable suspicion that such a search will reveal a violation of school rules.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5034**  
**Handbooks**

The student handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5035 Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **Short-Term Suspension**

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will/will not be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: \_\_\_\_\_.

### **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

### **Weapons and/or Firearms**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days

(long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

## **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

### **Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography;

- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; and
- k. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

### **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-

term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

### **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;

3. It is a violation of state law that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of state law that endangers the health and welfare of staff or students;
5. It is a violation of state law that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5036**  
**Lockers**

Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

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

**5037**  
**Student Internet and Computer Access**

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

**I. Student Expectations in the Use of the Internet**

**A. Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

**B. Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.

6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

## **II. Enforcement**

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

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at

any time.

2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

**B. Consequences for Violation of this Policy**

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
  - a. Loss of computer privileges;
  - b. Short-term suspension;
  - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
  - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

**III. Children's Online Privacy Protection Act (COPPA)**

- A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
- B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



**5039**  
**Fundraising Activities**

All fundraising activities shall require authorization by an administrator.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5040**  
**Work Permits**

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5041**  
**Student Government**

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation and scope of the student government shall be administered by the superintendent or designee.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5042**  
**Bulletin Boards**

Bulletin boards and other electronic publishing spaces of the district may be provided for the use of students and student organizations for purposes of notifications related to student activities and student groups. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.
2. All postings must identify the student or the student organization posting or publishing the notice.
3. Published material may be removed after a reasonable time.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5043**  
**School-Sponsored Publications**

School-sponsored student publications and electronic media productions are part of the school district's instructional program. The board of education supports the development of student communication skills through school-sponsored newspapers, annuals, magazines, and electronic media including computer, video and digital productions.

Student publications and productions must conform to all good scholastic and professional journalistic standards. The board delegates to the superintendent of schools the right to prohibit dissemination of any school-sponsored publication or media production that does not conform to these standards, or which the superintendent or designee deems inappropriate for the school environment.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5044**  
**Safe Pupil Transportation Plan**

It is the goal of the school district to provide safe, comfortable and reliable transportation for bus-riding school children.

**1. Emergency Procedures**

**a) Mechanical breakdown**

In the event of a mechanical breakdown, the driver will:

- 1) Stop the vehicle in a safe location
- 2) Keep passengers in the vehicle, if it is safe to do so
- 3) Take steps to warn motorists, by activating hazard lights and placing emergency triangles
- 4) Radio or call for assistance

**b) Injuries/Medical Emergencies**

If a student is seriously injured or suffers from a medical emergency, the driver will stop the vehicle at the first safe opportunity. The driver will provide emergency medical assistance in accordance with the driver's first aid training. The driver will notify the school district of the emergency using the radio or other communication equipment. The district will then summon emergency medical services by immediately calling 911 and notify administrative personnel.

**c) Severe Weather**

**1) Tornadoes.**

If the driver determines that there is likelihood that a tornado will hit the vehicle, and there is not an escape route available or time to drive to a safe location, the driver will evacuate the vehicle, taking only the first aid kit. The driver will take the students to the basement of a nearby building or to the nearest depression or ditch upwind (toward the storm) of the vehicle far enough away from the vehicle so that it will not roll over on the students. The driver should instruct students to cover their heads with their arms. If the students are wearing coats or jackets, they can be used to provide additional protection for their heads and bodies. If there is no time to evacuate the students after stopping the vehicle, the driver should have the students remain in

their seats and assume a protective position with their heads below window level.

## 2) **Winter Weather**

If the school district or driver determines that a trip is too dangerous to drive due to winter weather conditions, the district will cancel the trip.

Parents should ensure that students are appropriately dressed for winter conditions.

### d) **Weapons, Hazardous Substances and Dangerous Contraband**

If a driver discovers that a passenger may have a weapon, hazardous substance or other dangerous contraband on the vehicle, he or she should remain calm and call for assistance. The driver should not inform passengers of the presence of the weapon or other contraband.

### e) **Terroristic Threat**

If a driver receives a terroristic threat that he or she deems credible, he or she will notify the school district of the threat using the radio or other communication equipment. After consulting with school officials, the driver will determine whether the threat requires evacuation of the bus. The school will promptly notify the authorities of the threat.

For purposes of this policy, a terroristic threat is a threat to commit any crime of violence or to burn or damage property with the purpose of terrorizing another or of causing the evacuation of the bus or in reckless disregard of causing such terror or inconvenience

### f) **Emergency Incident Reports**

Drivers will provide written documentation of any of the emergency events specified in this policy by completing the incident form attached hereto. This documentation must be submitted to the school administration within 24 hours of the event.

## 2. **Drop-off**

Drivers will drop students off at a location pre-determined through communication between the school district and

parents/guardians. In the event the drop-off location is uncertain or appears to be unsafe, the driver will communicate with school staff in the building to seek additional guidance.

In no event will a driver drop a student off in a location which in the reasonable judgment of the driver appears to be unsafe. Drivers who believe the drop-off location to be unsafe shall release students directly into the custody of a parent/guardian or shall return students to their school building.

### **3. Evacuation of Students With Disabilities**

The transportation supervisor, in consultation with bus drivers and members of the administrative team, shall develop a written emergency evacuation plan for each bus route. The plan shall include an assessment of each student's ability to evacuate himself or herself as well as his or her ability to assist others. Disabled students should practice their evacuation skills as required of their non-disabled peers if possible during evacuation drills. Students or other individuals who will be assisting disabled students evacuate during emergencies should practice this skill during evacuation drills. Drivers or students who will be assisting with the evacuation process should be familiar with any equipment on the bus that would aid in the actual evacuation.

### **4. Student Behavior on School Vehicles**

Riding school vehicles is a privilege, not a right. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles.

#### **a) Rules of Conduct on School Vehicles:**

- 1) Students must obey the driver promptly.
- 2) Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
- 3) Students are prohibited from fighting, engaging in bullying, harassment or horseplay.
- 4) Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
- 5) Students must remain seated and keep aisles and exits clear while the vehicle is moving.

- 6) Students are prohibited from throwing or passing objects on, from, or into vehicles.
- 7) Students may not use profane language, obscene gestures, tobacco, alcohol, drugs or any other controlled substance on the vehicles.
- 8) Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items or animals onto the vehicle.
- 9) Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
- 10) Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
- 11) Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
- 12) Student must respect the rights and safety of others at all times.
- 13) Students must help keep the vehicle clean, sanitary and orderly. Students must remove all personal items and trash upon exiting.
- 14) Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
- 15) Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

b) **Consequences**

Drivers must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include:

- 1) Note home to parents
- 2) Suspension of bus riding privileges

- 3) Exclusion from extracurricular activities
- 4) In-school suspension
- 5) Short term or long term suspension from school
- 6) Expulsion

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

c) **Records**

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district **does/does not** provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Extracurricular Activities.**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

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

Student activity card (covers admission to all extracurricular events)	\$ _____
Student participation fee (required of all students who participate in athletics and/or other extracurricular activities)	\$ _____
Future Business Leaders of America	\$ _____
DECA	\$ _____
National Honor Society	\$ _____
Cheerleading, Drill Team, Flag Corps  Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be:	\$ _____
Football  Students must provide their own football shoes, undergarments, and mouthguards	\$ _____
Golf  Students must provide their own golf shoes, undergarments, and clubs	\$ _____

Softball and Baseball Students must provide their own shoes, gloves, and undergarments	\$ _____
Track, Volleyball, and Wrestling Students must provide their own shoes and undergarments	\$ _____
Future Farmers of America Students much purchase their own jackets and pay dues:	\$ _____
Rifle and Trap Teams Students must provide their own weapons and ammunition	\$ _____
Science Club	\$ _____
FCCLA	\$ _____
Spanish Club	\$ _____

## **6. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **7. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$\_\_\_\_\_.

**8. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$\_\_\_ per page for reproduction of student records.

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

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

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

**10. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$\_\_\_\_\_.

**11. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from

similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-8
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_
  
- Breakfast Program – Grades 9-12
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_
  
- Lunch Program – Grades K-8
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_
  
- Lunch Program – Grades 9-12
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_

## **12. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
  
- Swing Choir Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$ \_\_\_\_\_

### **13. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$\_\_\_\_\_.

#### **C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

#### **D. Distribution of Policy.**

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

#### **E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

#### **F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which

they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

**G. Student Fee Fund.**

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

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

**5046**  
**Secret Organizations**

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society or association.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



**5048**  
**Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (ANAPHYLAXIS)**

School employees will comply with the requirements of "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". The district shall procure and maintain the equipment and medication necessary to implement the protocol.

The superintendent shall obtain the required signature(s) of one or more physicians licensed to practice medicine in Nebraska on the form entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol"). The superintendent shall publish this policy and Protocol in each employee handbook.

The superintendent shall arrange to have a qualified medical person train employees, and for training updates as necessary.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 5049 Firearms and Weapons

**Weapons.** No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

**Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

**Firearms.** No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

**Exceptions Regarding Firearms.** The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or

5. A handgun carried as a concealed handgun by a nonstudent adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

**Definition of Encased.** The term "encased" means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

**Exceptions for Students.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

**Consequences - Firearm.** Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

**Consequences – Weapon.** State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second

semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

**Confiscation of Firearms.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

**Report to Law Enforcement Authorities.** All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

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

**5050**  
**Reporting Related to Exempt (Home) Schools**

Students in Nebraska may choose to be educated at an exempt (home) school that meets the requirements of statute and the Nebraska Department of Education.

Pursuant to state law, the school district's administration will inform the appropriate agency of the names of all students who are school age and known not to be in attendance at a public, private, parochial or denominational school that has met the requirements for legal operation prescribed in statute and the rules of the Nebraska Department of Education.

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



**NOTE TO BE DELETED:** This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.\*

### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

- a. The school district’s curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

**3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

**4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

- i. USDA National School Lunch and School Breakfast nutrition standards
  - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

**5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

**6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

## **8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
  - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to

bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

## **9. Triennial Assessment**

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **11. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at

[https://www.healthiergeneration.org/asset/wtqdwu/14-6372\\_ModelWellnessPolicy.doc](https://www.healthiergeneration.org/asset/wtqdwu/14-6372_ModelWellnessPolicy.doc).

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 5053

### **Self-Management of Diabetes or Asthma/Anaphylaxis**

Upon receiving the written request of a student's parent or guardian and the written medical authorization described in the applicable provisions below, , the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis (referred to herein as "medical condition").

A student with diabetes must obtain written authorization to self-manage from the student's physician. The plan for a student with diabetes will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, and (d) be signed by the student's parent or guardian and the physician responsible for the student's medical condition.

A student with asthma or anaphylaxis must obtain written authorization to self-manage from the student's physician or from the health care professional who prescribed the medication for treatment of the student's condition. The plan for a student with asthma or anaphylaxis will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, (d) include the name, purpose, and dosage of the prescription asthma or anaphylaxis medication prescribed for such student, (e) include procedures for storage and access to backup supplies of such prescription asthma or anaphylaxis medication, and (f) be signed by the student's parent or guardian and the physician or other health care professional responsible for the student's medical condition.

The plan will permit the students to self-manage his or her medical condition in any part of the school or on school grounds during any school-related activity, or in a private location. The parent or guardian of a student for whom such a medical management plan has been developed shall sign a statement acknowledging that (a) the school and its employees and agents are not liable for any injury or death arising from a student's self-management of his or her medical condition and (b) the parent or guardian will indemnify and hold harmless the school district and its employees and agents against any claim arising from a student's self-management of his or her medical condition. The student's parent or guardian will be personally responsible for any and all costs associated with any injury to school personnel or another student resulting

from the a student’s misuse of necessary medical supplies.

The district may prohibit a student who is self-managing his or her diabetic condition from possessing medical supplies for self-management and may establish other necessary and appropriate restrictions or conditions when the district determines that the student has endangered himself, herself, or others through misuse or threatened misuse of such medical supplies. The district will promptly notify the parent or guardian of any such prohibition, restriction, or condition.

The district may impose disciplinary consequences on a student with asthma or anaphylaxis who uses his or her prescription asthma or anaphylaxis medication other than prescribed. These disciplinary consequences shall not include limitations on the student’s access to necessary medication. The district will promptly notify the parent or guardian of any disciplinary action imposed.

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

## **5054 Student Bullying**

**Definition of Bullying.** The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The District’s administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

**Support for Students Who Have Experienced Bullying.** Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if

appropriate, will refer those students to the district's student assistance team.

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5055**  
**Enrollment in Kindergarten**

A child must reach the age of five on or before July 31<sup>st</sup> of the calendar year to be enrolled in kindergarten. The school district will enroll a child who will reach the age of five between August 1<sup>st</sup> and October 15<sup>th</sup> of the year of enrollment if the parent or guardian requests such enrollment and provides an affidavit stating:

- (a) the child attended kindergarten in another jurisdiction in the current school year; or
- (b) the family anticipates relocating to another jurisdiction that would allow admission within the current year; or
- (c) the child has demonstrated through recognized assessment procedures approved by the board that he or she is capable of performing the work of kindergarten.

The recognized assessment procedure(s) approved by the board [is/are] the [Developmental Test of Kindergarten Readiness - Second Edition (DTKR-II) by ProEd] [Kindergarten Readiness Test (KRT) by Scholastics].

The board delegates to the elementary principal responsibility for determining whether the conditions of this policy have been met. In order to enroll in kindergarten early, students must achieve a score of at least \_\_\_\_.

**[OPTIONAL ASSESSMENT PERIOD]**

Each year, the district will have a Kindergarten Enrollment and Assessment Period ("Assessment Period"). Parents or guardians whose child is a legal resident of the district wishing to enroll pursuant to this policy must complete all requirements for enrollment no later than the end of the Assessment Period. The date, time, and location of the Assessment Period will be made available annually.

Parents or guardians of students who become legal residents of the district after the Assessment Period, and thus were unable to participate in the Assessment Period, must contact the elementary principal about registering and/or scheduling a time for assessment.

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

**5056**  
**Free Expression by Students**

The board of education recognizes that students do not shed their constitutional rights at the schoolhouse gate. However, the board of education is responsible for balancing those rights against its responsibility to provide a program of education for students in this district. The board is authorized to preserve order so that the system may function properly.

Students may not engage in any expressive conduct that causes a material and substantial disruption to the educational program; that is lewd, obscene, profane, defamatory, threatening or contains "fighting words;" that advocates the use of substances that are illegal to minors; that incites violence or constitutes a "true threat;" or that urges the violation of law or school rules. Violators will be disciplined in accordance with law and board policy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

5057

**Parental Involvement In the Title I Program**  
**District Title I Parent and Family Engagement Policy**

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The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy, and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement ~~parental involvement~~ in the Title I program. ~~Parental Involvement~~ parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress. ~~This information may be included in the annual Title I Individual Education Plan (IEP) for the student.~~

3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to improve achievement. on ways to support children's learning. This opportunity may include, but is not limited to, attendance at the annual Nebraska State Title I Parent Involvement Conference. ~~The~~ goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.
4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or ~~and~~ parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
- 6.7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Parental Involvement Policy, ~~and the Board will either (1) alter the policy and adopt it as altered, or (2) reaffirm the policy, following a public hearing.~~

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

Reviewed on: \_\_\_\_\_



**5059**  
**Emergency Medical Treatment**

If a child becomes ill or is injured while at school or while being supervised by a member of the school district's staff, the staff member shall take reasonable steps to render assistance and, when appropriate, summon medical assistance. Staff will notify a student's parent or guardian when a student needs medical attention.

The school district is not qualified under law to comply with directives to physicians limiting medical treatment and will not accept such directives. School district staff members will not honor "do not resuscitate/do not intubate" (DNR/DNI) orders, requests for transport to particular medical facilities, and any similar requests. Parents/Guardians must arrange for all such requests with rescue squad and medical providers directly.

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

## **5060 Animals**

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy.

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

**Health and Vaccination.** The service animal must be in good health and immunized against diseases common to that type of animal. The owner or handler of the animal must submit proof of current licensure

from the local licensing authority and proof of the service animal's current vaccinations and immunizations from a licensed veterinarian.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible

for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5061 Therapy Dogs**

The school district supports the use of therapy dogs by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Dog.** A "therapy dog" is a dog that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy dogs are not "service animals" as that term is used in the American with Disabilities Act. The dog must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy dogs are personal property of the teacher or employee and are not owned by the school district.

**Therapy Dog Standards and Procedures.** The following requirements must be satisfied *before* a therapy dog will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy dog to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy dog will be used.

**Training and Certification.** The Owner must submit the American Kennel Club's Canine Good Citizen Certification or its equivalent as determined by the Superintendent. The certification must remain current at all times.

**Health and Vaccination.** The therapy dog must be clean, well groomed, in good health, house broken, and immunized against diseases common to dogs. The Owner must submit proof of current licensure from the local licensing authority and proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian.

**Control.** A therapy dog must be under the control of the teacher or school employee through the use of a leash or other tether unless the use of a leash or other tether would interfere with the therapy dog's safe, effective performance of its work or tasks. However, the therapy dog must be under the owner's control at all times.

**Identification.** The therapy dog must have appropriate identification identifying it as a therapy dog.

**No Disruption.** The therapy dog must not disrupt the educational process by barking, seeking attention, or any other behavior.

**Health and Safety.** The therapy dog must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy dogs.** The Owner is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy dog.

**Authorized Area(s).** The Owner shall only allow the therapy dog to be in areas in school buildings or on school property that are authorized by school district administrators.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy dog while on school property.

**Exclusion or Removal from School.** A therapy dog may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy dog;
- (2) The therapy dog is not housebroken;
- (3) The therapy dog presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy dog from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy dog is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy dog.

**Therapy dog in Training.** This policy shall also be applicable to therapy dogs in training that are accompanied by a bona fide trainer.

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

**5062**  
**Lice and Nits**

**THIS POLICY CONTAINS OPTIONS A and B. YOU MUST SELECT ONE OF THE OPTIONS AND DELETE THE OTHER**

**Option A**

Students found to have head lice, louse eggs, or nits will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice, louse eggs, or nits, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.

Students will not be permitted to return to school until the district finds that no live lice, eggs, or nits can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

The student cannot ride the school bus until the district has cleared the student to return to school.

**Option B**

Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice or louse eggs, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.

Students will not be permitted to return to school until the district finds that no live lice or louse eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

The student cannot ride the school bus until the district has cleared the student to return to school.

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

## **5063 Audio and Video Recording**

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district’s then-current recording capacity. The district administrators estimate that this is approximately **10** days but may change at any time.

**Classroom Recordings by Staff.** Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

**Prohibited Recordings by Students.** Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district’s appropriate use and student discipline policies.

**Permitted Classroom Recordings by Students.** Students may make audio or video recordings of classroom lectures or discussions:

- (1) For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;
- (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s

- permission;
- (3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

**Permitted Non-classroom Recordings.** Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5064**  
**Title I Supplement, Not Supplant**

The district will use Title I funds to Supplement, Not Supplant, state and local funds that would, in the absence of Title I funds, be spent on Title I programs. The district will ensure that Title I funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title I funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title I programs. Title I professional development will not duplicate that which the district provides for non-Title I purposes which, in the absence of Title I funds, would be provided to all staff.

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

## 5065 Bed Bugs

Students found to have bed bugs will be removed from the classroom and inspected by the school nurse. Any bugs found should be removed and collected for identification. If an active bed bug is discovered, the student's parent(s) or guardian(s) will be notified, and prompt, proper treatment will be required. Any other students residing in the same household or otherwise at risk of infection should be inspected as soon as possible after the initial diagnosis.

**[OPTION A]** The student will not be excluded from school the day of the diagnosis unless the student has been diagnosed previously and attempts at treatment have failed. No healthy child should be excluded from or allowed to miss school time because of bed bugs unless efforts to remedy an infestation have been unsuccessful.

**[OPTION B]** The student will be excluded from school on the day of the diagnosis and will continue to be excluded from school until the parent(s) or guardian(s) have confirmed that successful treatment has occurred.

If bed bugs are found in a classroom or elsewhere in the building, the school will notify parent(s) and guardian(s) of all students so that the students' clothing and other belongings may be inspected before bringing them into the home. The school will not be closed due to a bed bug presence. If pest management is necessary, it will be provided to affected areas of the school.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5066 Early Graduation**

**General Policy.** Students most effectively obtain the skills and experience necessary to graduate from high school by completing grades 9 through 12 over the course of 4 years. Unless otherwise permitted by Board policy or other applicable law, students must finish all 4 grade levels in order to graduate.

**Requirements for Application.** In unique circumstances, the Board may waive the four-year attendance requirement for high school graduation, provided that the student has met the requirements of this policy.

Students must make an application to the high school principal before they may seek permission to graduate early from the Board. The principal may consult with appropriate instructional and guidance staff members in making the determination. The student's application must include:

1. Proof that the student will meet all academic requirements necessary to graduate on or before the proposed graduation date;
2. A transcript showing that the student has no grade lower than "C" in any required course at the time of application;
3. A detailed essay that (a) addresses the reasons for seeking early graduation and (b) articulates the student's post-graduation plans, including goals and objectives justifying the need to graduate early; and
4. A letter from a parent/guardian supporting the application.

The student may submit any additional materials which support the student's efforts to graduate early. Such materials may include, but are not required to include: letters of support from staff and community members; proof of admission in a postsecondary program; and/or any other materials which the student believes to support the student's application.

**Consideration by the Board of Education.** The principal will make a written recommendation to the Board based on the submitted application from the student. The Board will consider but is not bound by the principal's recommendation. Along with the application, the Board may consult with members of the administration, staff, or anyone else the Board deems appropriate. The Board will grant a student's application only if it determines that the student is best served by permitting the student to graduate early.

**Participation in District Activities.** Early graduates will be considered graduates of the district at the time the Board confers such status upon them. Therefore, early graduates will no longer be considered members of the student body and will forfeit those rights and privileges accorded such students.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5067**  
**Student Assistance Team Process**

Pursuant to the Rules of the Nebraska Department of Education, the school district uses general education student assistance teams (SATs). SATs consider and create problem-solving and intervention strategies to assist classroom teachers to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

All teaching staff must:

- 1) Support the SAT process by appropriately referring students who may benefit from the SAT process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the SAT.

The failure to support the SAT process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

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

# 5000 Series Forms



**Application for Admission of Out-of-State Student**

Student's Name: \_\_\_\_\_  
(first) (middle) (last)

Student's age: \_\_\_\_\_ Student's current grade level: \_\_\_\_\_

Parent/Guardian Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Home Cell Work

List all previous K-12 schools attended and years of attendance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all courses taken by the student in the previous semester and his/her final grade:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List the date and a description of all disciplinary incidents in which the student has been involved:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all activities and other school community involvement by the student  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does this student currently have an individualized education plan (IEP) or a 504 plan?  
\_\_ No \_\_ Yes (If yes, attach a copy of the current plan.)

How many days was this student absent from school in the previous semester? \_\_\_\_\_

How many days was this student tardy in the previous semester? \_\_\_\_\_

**[THE FOLLOWING PAGE CONTAINS A RELEASE OF RECORDS,  
ACKNOWLEDGEMENTS, AND SIGNATURE OF THE APPLICANT'S  
PARENT/GUARDIAN]**



**RELEASE OF RECORDS.** *I authorize all previous educational entities at which my son/daughter attended to release all educational and disciplinary records, including special education records, relating to the student listed above. These records may be released to the [INSERT YOUR DISTRICT NAME] School District. This release is intended to comply with all federal, state, and local release requirements.*

**By signing below, I certify all of the following: All of the information contained in this application is true and accurate. I will provide additional releases if necessary to comply with any other federal, state, or local release of records provisions. I have read and understand the school district's policy on admission of out of state students, and I agree to its terms upon submitting this application. I understand that if any of the information contained on this application or in any of my written or oral representations is not true or accurate, my student will not be admitted to the school district or, if already admitted, may not be allowed to continue in attendance.**

---

Parent/Guardian Signature

---

Date



## **Bus Emergency Incident Report**

Driver Name: \_\_\_\_\_

Date of Incident \_\_\_\_\_ Time of Incident \_\_\_\_\_

Location of Incident \_\_\_\_\_

Describe exactly what happened in chronological order: (Attach additional pages if necessary.)

I certify that the foregoing is true and correct to the best of my knowledge:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **Collaborative Plan Addressing Barriers to Attendance**

Student Name: \_\_\_\_\_ Student Grade: \_\_\_\_\_

Building Assignment: \_\_\_\_\_

Classroom/Homeroom Teacher: \_\_\_\_\_

Number of student absences at time of meeting: \_\_\_\_\_

What are the primary reasons the student has been absent:

Based on that information, meeting participants considered the following issues:

- Illness related to physical or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: \_\_\_\_\_

### **Attendance Plan**

Based on the above considerations, this attendance plan will be put into place:

Steps to be taken by school staff:

Steps to be taken by student:



Steps to be taken by parent/guardian:

Steps to be taken by third parties:

Parent/Guardian\*: \_\_\_\_\_

Student: \_\_\_\_\_

Attendance Officer: \_\_\_\_\_

Social Worker or School Administrator: \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement. ***Please note that if your student accrues more absences than are allowed by the board of education's policy, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).***

I have received a copy of this Plan, including the above notice:

Parent/Guardian\*: \_\_\_\_\_

Student: \_\_\_\_\_



*\*If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.*



[Print on School District Letterhead]

[Date], 2018

[Insert Name of County Attorney of the County in which the principal office of the school district is located]

[Insert Address]

**RE: Collaboration Required by Statute**

Dear [Name]:

With the passage of LB 1081, the legislature amended Neb. Rev. Stat. § 79-262 to require school districts to collaborate with their county attorney prior to August 1 of each year to establish what student conduct school principals are required to report to law enforcement under § 79-293.

Enclosed is the district's student discipline policy. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at [insert phone number].

We need to get the new policy in place prior to the beginning of the 2018-2019 school year. As such, I request that you contact me with regard to the policies at your earliest opportunity.

Sincerely,

[School Name]

[Superintendent Name], Superintendent

Enclosure: Student Discipline Policies



## **Disenrollment Packet**

Disenrollment from school is a serious decision with significant legal ramifications. Nebraska Statutes § 79-201 to 79-209 cover compulsory attendance at public school, exceptions, and the ways that a parent or a student who has reached 18 years of age may disenroll. The forms in this packet will help parents and students complete the legally required steps.

The disenrollment process is different for students of different ages. Multiple forms are contained in this packet. You only need to complete one of the disenrollment forms. When selecting the correct form for disenrollment, please note that the forms ask about your student's current age AND what age your student will be on January 1 of the current school year.

Depending on the age of your student at disenrollment, an exit interview may be required by state law.



















## Superintendent Verification of Exit Interview

I \_\_\_\_\_, am Superintendent of \_\_\_\_\_ Public Schools. Principal \_\_\_\_\_ and I attended the exit interview with the parent and child on \_\_\_\_\_, 20\_\_.

Any other person that was requested by any of the required parties who agreed to attend the exit interview and who was available at the time designated for the exit interview was permitted to attend.

At the interview, I received evidence of the following:

1. The person requesting disenrollment has legal or actual charge or control of the student; and
2. The student is disenrolling due to either:
  - a. Financial hardships requiring the student to be employed to support the student's family or on or more dependents of the student; or
  - b. The student has an illness which makes attendance impossible or impracticable.

At the interview, I provided:

1. All known alternative educational opportunities, including vocational courses of study available to the student in the district; and
2. Information regarding how withdrawal from school is likely to reduce the potential future earnings for the student and increase the likelihood of the student being unemployed in the future.

In my opinion, the parent has legal and actual charge of the child and the child's illness makes attendance impossible or impracticable, or the child is experiencing financial hardship which necessitates employment to support the family.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_, \_\_\_\_\_, Superintendent



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

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

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

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

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

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

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



**EMERGENCY PROTOCOL:**

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

**STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:**

- Administer an IM EpiPen-Jr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds
- Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back
- Administer CPR, if indicated

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(PHYSICIAN)

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Date



[Print on School District Letterhead]

March 14, 2019

[Insert Name of County Attorney of the County in which the principal office of the school district is located]

[Insert Address]

***RE: Policy on Absenteeism; Requested Collaboration***

Dear [Name]:

State law requires school districts to "have a written policy on excessive absenteeism developed in collaboration with the county attorney of the county in which the principal office of the school district is located."

Enclosed is a draft of an excessive absenteeism policy that we intend to submit to the Board of Education for adoption. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at [insert phone number].

State law also requires me to review this policy in collaboration with you or your designee annually, and I hope to present this to the board at its regular [redacted] meeting. As such, I request that you contact me with regard to the policy at your earliest opportunity.

Sincerely,

[School Name]

[Superintendent Name], Superintendent

**Enclosure:** Attendance and Excessive Absenteeism Policy



[DISTRICT LETTERHEAD]

March 14, 2019

[County Attorney]  
[Mailing Address]  
[City, NE Zip]

**Re: Absenteeism Report**

[County Attorney]:

Pursuant to NEB. REV. STAT. § 79-209(3) and board policy, I am reporting that the following student has accrued absences, or the hourly equivalent, requiring me to make a report to your office. Our efforts at establishing a collaborative plan to address barriers to attendance with the family, **which is attached**, has proved unsuccessful. I have also notified the family via letter, **a copy of which is attached**, of my intent to refer this matter to your office. In addition to the attached collaborative plan and letter notifying the family of the referral, I would like to provide the following information:

**Student:** \_\_\_\_\_

**Days Absent:** \_\_\_\_\_

Unexcused absences totaling: \_\_\_\_\_

Excused absences totaling: \_\_\_\_\_

- The district requests additional time to work with the student prior to your intervention.
- The district believes that it has used all reasonable efforts to resolve the student's excessive absenteeism without success and recommends that you intervene.

If you determine that further action is necessary to address the student's attendance and you would like to conduct a meeting between the parent/guardian, district, and you or your designee, I will determine a location for the meeting and work with you and the parents/guardians to establish a meeting time.



Sincerely,

[Attendance Officer],  
Attendance Officer,  
[School District]



[DISTRICT LETTERHEAD]

March 14, 2019

[Name]  
[Mailing Address]  
[City, NE Zip]

**Re: Absenteeism Report**

Dear [Parent and Student]:

On \_\_\_\_\_, we met to form a collaborative plan to address [STUDENT'S] barriers to attendance. We formed a collaborative plan, provided a copy to you, and implemented it. However, [STUDENT] continues to be excessively absent from school, nor have any of the other efforts we've worked on this year with you and [STUDENT] proved successful.

Pursuant to NEB. REV. STAT. § 79-209, I am notifying you that I will be referring this matter to the county attorney. Pursuant to our board policy, this report is based on the fact that [STUDENT] has missed 20 or more days of school this year or the hourly or daily equivalent through this portion of the school year, with at least a portion of the absences being unexcused:

**Days Absent:** \_\_\_\_\_

**Unexcused absences totaling:** \_\_\_\_\_

**Excused absences totaling:** \_\_\_\_\_

I would be happy to continue working with you to improve [STUDENT'S] attendance. Please contact me immediately if you have any suggestions to improve your student's attendance. I will also be referring this to the county attorney for determination of whether further action from that office is necessary to address these attendance issues.

Sincerely,



[Attendance Officer],  
Attendance Officer,  
[School District]

Cc: County Attorney



## Student Fee Waiver Application

The school district will waive certain fees for students who qualify for free and reduced lunches under the income guidelines of the United States Department of Agriculture. If you would like the school district to waive specific student fees for your student, you must fill this form out in its entirety and submit it, along with any required documentation, to the office of the Superintendent of Schools.

Part 1: Name of the student on behalf of whom you are requesting a fee waiver: \_\_\_\_\_

Part 2: Specific fee(s) for which you are requesting a waiver:

\_\_\_\_\_

\_\_\_\_\_

Part 3: Eligibility. Select ONE of the following:

- Check here if your student is eligible for fee waivers because he or she is a foster child. Please attach official documentation from the agency sponsoring the child.
- Check here if your student is eligible for fee waivers because you receive Food Stamps, FDPIR or TANF for the child. Please attach a copy of one of the following:
  - A Food Stamp, FDPIR or TANF Certification Notice that shows dates of certification
  - A letter from Food Stamp or Welfare Office confirming your receipt of Food Stamps, FDPIR or TANF
  - An ATP (Authorization to Participate) card with an expiration date. Do not send your EBT card
- Check here if your student is eligible because your household income is less than 180% of poverty level.







Please attach documents verifying the amount of money your household received last month from each source. The documents you provide must show the name of the person who received the income, the date it was received, how much was received and how often it was received.

Acceptable documentation includes:

**Jobs:** current paycheck stub or pay envelope that shows how often pay is received; letter from employer stating gross wages and how often they are paid; or business or farming papers, such as a ledger or tax books.

**Social Security, Pensions, or Retirement:** A notice of eligibility from state employment security office, check stub, or letter from Workers= Compensation Court.

**Welfare Payments:** A benefit letter from a welfare agency.

**Child Support or Alimony:** A court decree, agreement, or copies of checks received.

**Other income (such as rental income):** Information that shows the amount of income received, how often it is received, and the date received.

**No income:** A brief note explaining how you provide food, clothing and housing for your household and when you expect an income.

#### Part 4. Signature and Verification

An adult household member must sign this application.

PLEASE READ THIS CERTIFICATION BEFORE SIGNING:

I certify that all information on this application is true and that all income is reported. By my signature on this document, I give school authorities permission to disclose my student's eligibility for fee waivers to school personnel as necessary to effect the fee waiver. I understand that any clothing, equipment, or other materials used by my student during his or her participation in the activity for which student fees have been waived are and will remain the property of the school district.

Sign: \_\_\_\_\_

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



# Foreign Exchange Student Application Form

## **THIS SECTION MUST BE COMPLETED BY THE HOST FAMILY:**

Name(s) of Host Family Parent(s): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\*Note to Host Family Parent(s):** Attached to this form is the Nebraska Department of Education Rule 19 Attendance form required for admission of students. Please fill it out and return it with this Application.

## **THIS SECTION MUST BE COMPLETED BY THE STUDENT AND/OR EXCHANGE PROGRAM SPONSOR AND/OR PARENT OR GUARDIAN:**

Student Name: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Exchange Program Name: \_\_\_\_\_

Previous Exchange Programs: \_\_\_\_\_

Previous School Attended: \_\_\_\_\_

Location and Contact Information: \_\_\_\_\_

Student is Fluent in English:  Yes  No

If "No" Describe the Student's English Language Education and Training:

\_\_\_\_\_  
\_\_\_\_\_

## **PRIOR TO ADMITTANCE THE STUDENT MUST PROVIDE THE FOLLOWING:**

1. Copy of Birth Certificate
2. Complete Physical and Eye exams as required by State Law 79-214 (2)
3. Record of Immunizations
4. Transcript from Current Educational Institution

### ***For District Use Only***

#### Application

- Denied (reason): \_\_\_\_\_
- Approved

#### Forms Provided

- Birth Certificate
- Physical Exam
- Eye Exam
- Immunization Records
- Transcripts







[SCHOOL DISTRICT]

REQUEST TO DISENROLL AND PROCEDURE FOR DISENROLLMENT

Student Name: \_\_\_\_\_

Requester's Name: \_\_\_\_\_

Reason for Disenrollment (please also attach any documentation which supports the reasons for disenrollment, if applicable):

- Financial hardship requiring the student to be employed to support the student's family or a dependent(s) of the student.
- Student's illness which makes attendance impossible or impracticable.

Proof of legal or actual charge or control of the student (please also attach any documentation which proves legal or actual control of the student, if applicable):

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Upon receipt of this signed, written request for disenrollment, the superintendent or superintendent's designee will set a time and place for an exit interview. The following persons must attend the exit interview:

1. The student, unless the student is too ill to attend;
2. The person(s) with legal charge or control of the student who requested the interview;
3. The superintendent or the superintendent's designee;
4. The student's then-current principal or the principal's designee; and
5. Any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, but need not be limited to, other school district personnel or the student's principal or such principal's designee if the student is enrolled in a private, denominational, or parochial school.

At the interview, the Requester must present the following evidence, if it has not already been provided with this form:

1. The Requester has legal or actual charge or control of the student; and
2. The student is disenrolling due to either:



- a. Financial hardships requiring the student to be employed to support the student's family or on or more dependents of the student; or
- b. The student has an illness which makes attendance impossible or impracticable.

At the interview, the superintendent or the superintendent's designee must:

- 1. Identify all known alternative educational opportunities, including vocational courses of study available to the student in the district; and
- 2. Discuss how withdrawing from school is likely to reduce the potential future earnings for the student and increase the likelihood of the student being unemployed in the future.

At the conclusion of the interview, the Requester may either withdraw the request for disenrollment or sign the disenrollment form provided by the district. The disenrollment form is different from the written request to disenroll, and it must include:

- 1. The signature of the student, unless the student's illness prevents the student from attending the exit interview;
- 2. The signature of the superintendent or superintendent's designee; and
- 3. Acknowledgment from the superintendent or superintendent's designee that
  - a. The interview was held and the required information was presented;
  - b. In the opinion of the superintendent or the superintendent's designee, the person making the written request has legal or actual charge or control of the child; and
  - c. The child is in fact experiencing financial hardships requiring the child to be employed to support the child's family or one or more of the child's dependents, or the child's illness makes it impossible or impracticable to attend.

By signing below, I understand that I am representing to the school district that I am in legal or actual charge or control of the student.

Requester Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>For District Office Use Only:</b>          Received By: _____          On: _____          Placed in Student File on: _____          Copy to Superintendent on: _____</p>
--



**McKINNEY-VENTO DISPUTE FORM**

District Liaison Name and Contact Information: \_\_\_\_\_

Nebraska Department of Education Liaison may be reached at 402-471-2481.

Child/Youth's Name: \_\_\_\_\_

Person completing form and relationship to student:

\_\_\_\_\_

Contact information: (Address/phone/e-mail)

\_\_\_\_\_

I am disputing the following decision because (give detailed information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parent/guardian or unaccompanied homeless youth's signature:

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

**NOTE:** The district's written response and explanation of the decision regarding any dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth or an unaccompanied homeless youth will be given within thirty (30) calendar days of the time such complaint or dispute is brought. (NDE Rule 19, Section 005.02)

***For School Use***

Date the form was received by District Homeless Liaison: \_\_\_\_\_



**McKINNEY-VENTO DISPUTE RESOLUTION WRITTEN  
RESPONSE AND RIGHT TO APPEAL NOTIFICATION**

**Determination of District**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification and determination of the District was provided within 30 calendar days of the time such dispute was brought:

After reviewing the information relevant to the dispute, the District's determination and explanation for this determination is as follows:

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Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent, guardian or other person having legal or actual charge or control of a homeless child or youth: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Unaccompanied Homeless Youth:

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

\*\*\*\*\*

**Notice of Right to Appeal**

If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the District's Homeless Students policy and the Nebraska Department of Education Rule 19, Sections 005.03 and 005.03C available online at: [www.education.ne.gov/legal/webrulespdf/Clean\\_19\\_2010.pdf](http://www.education.ne.gov/legal/webrulespdf/Clean_19_2010.pdf)

For more information about the right to appeal, you may contact the following people:

- (1) The District's Homeless Liaison at: \_\_\_\_\_; or
- (2) Nebraska Department of Education Homeless Education Coordinator at: 402-471-2481



**WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION**

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

The following written notification is provided to:

Parent/Guardian Name: \_\_\_\_\_

Unaccompanied Youth Name: \_\_\_\_\_

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

**McKinney-Vento Act Eligibility:**

\_\_\_\_\_ Child/youth qualifies under the McKinney-Vento Act.

\_\_\_\_\_ Child/youth does not qualify under the McKinney-Vento Act. Following is the explanation of this decision.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Placement of McKinney-Vento Eligible child/youth:**

Based on the best interest of the child/youth the placement will be at:

\_\_\_\_\_

**Explanation of placement (if placement is not in school of origin or the school of choice of parent/guardian or unaccompanied youth):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date on which this Written Notification form was provided to the parent/guardian and/or unaccompanied youth: \_\_\_\_\_

Parent/Guardian or Unaccompanied Youth Signature: \_\_\_\_\_

**NOTE:** If you are not satisfied with the determinations, you have the right to use the McKinney-Vento dispute resolution process as outlined in the District Homeless Policy. Contact the District Homeless Liaison and complete the Dispute Resolution Form.



**APPLICATION FOR STUDENT TRANSFER  
 NEBRASKA ENROLLMENT OPTION PROGRAM  
 \_\_\_\_\_ SCHOOL YEAR**

**SECTION 1: TO BE COMPLETED BY THE PARENT, LEGAL GUARDIAN, OR STUDENT (if an emancipated minor or age 19 or order) requesting a transfer to attend a school district other than the district of residence. Between September 1 and March 15, this application must be sent, (postmarked) or delivered to the Option School District. If after March 15, this application MUST be accompanied by a WRITTEN release (waiver) from an authorized official of the Resident District or Section 2 must be completed by the resident school district, unless the student relocated after February 1<sup>st</sup>. Learning Community Open Enrollment Option Students - See Information for Completing Form Note.**

Student Name (Last, First, M.I.)	Birthdate: Month _____ Day _____ Year _____ Sex: F _____ M _____
Parent/Guardian Name (Last, First, M.I.)	Mailing Address _____ Residence Address (if different) _____
City	Zip Code _____ Telephone Number (home/work) _____
Expected Grade Level at Time of Enrollment: K 1 2 3 4 5 6 7 8 9 10 11 12	
Does Student Require Special Education Services? (check one)	Yes _____ No _____
If Yes, Does the Student Have an Individualized Education Program (IEP)?	Yes _____ No _____
Is the Applicant a Sibling of a Current Option Student?	Yes _____ No _____
Has the Applicant Attended Option District for the Immediately Preceding 2 Years?	Yes _____ No _____
Did the Student Relocate After February 1 <sup>st</sup> ?	Yes _____ No _____
Does Applicant Qualify for Free or Reduced Price Lunches?	Yes _____ No _____
Signature of Parent:	Date:
Resident District Name and Number:	Building Currently Attending:
Option District Name and Number:	Building Preference:

**Application must be sent or delivered to the Option School District**

**SECTION 2: TO BE COMPLETED BY THE RESIDENT SCHOOL DISTRICT (only if this application is submitted by the parent, legal guardian or student after the March 15 deadline, and the student has not relocated after February 1<sup>st</sup>).**

The resident district waives deadline dates: _____	The resident district will not waive deadline dates: _____
Reason for Denial (required):	
Name and Title of Authorized Official:	
Date:	Signature:

**SECTION 3: TO BE COMPLETED BY THE OPTION SCHOOL DISTRICT. Whether approved or denied, send photocopies to the Applicant and the Resident District.**

<b>OPTION SCHOOL DISTRICT NAME:</b> _____	Date this Application Received: _____
County _____	County-District Number _____ Phone Number _____
The Option School District: Approves _____ (or) Denies _____ this application.	
Reason for Denial (required):	
If district approves this application, date student will begin attending Option District: Month _____ Day _____ Year _____	
Name and Title of Authorized Official:	
Date Application Accepted/Rejected:	Signature:

**CHANGE OF STATUS**

To be completed by an authorized official of the Option District (or parent) when the Option student quits the option, withdraws the application prior to attending or if the Option student's Resident District changes for any reason and the student continues attending the Option District (original resident). **Send photocopies to the Applicant and the Resident District.**

The Status of This Student is Changed for the Following Reason(s):		
_____ Withdrawal of the application prior to attending the present school year.	_____ Has completed the grades offered in the Option District.	_____ Attending High School in a district which is affiliated with the resident District.
_____ Cancellation of Enrollment Option	_____ Discontinuation of school attendance	



## INFORMATION FOR COMPLETING THE ENROLLMENT OPTION APPLICATION FORM

Photocopies should be made for communication and coordination of the necessary information with Applicants and Schools.

When completing applications for the Enrollment Option Program, applicants and school officials should be aware of the following dates:

<b>September 1:</b>	Earliest date for submitting applications for the next school year.
<b>March 15:</b>	Deadline for filing applications unless a waiver of dates is granted.
<b>April 1:</b>	On or <u>before</u> this date, the Option District must inform the Resident District of all names of applications.
<b>April 1:</b>	Final date for option district to respond to the application.

**NOTE:** Enrollment Option is available only once to each student prior to graduation except that an option does not count toward that limitation if it meets, or met at the time of the option, one of the following criteria: (a) The student relocates to a different resident school district, (b) the option school district merges with another district, (c) the option school district is a Class I district, (d) the student will have completed either the grades offered in the school building originally attended in the option school district or the grades immediately preceding the lowest grade offered in the school building for which a new option is sought, (e) the option would allow the student to continue current enrollment in a school district, (f) the option would allow the student to enroll in a school district in which the student was previously enrolled as a student, or (g) the student is an open enrollment option student.

**NSAA Eligibility:** "Potential applicants should consult with officials of the Nebraska School Activity Association (NSAA) to determine a student's eligibility for participation in extracurricular activities if a student is or may be participating in any activities sponsored by the NSAA."

### DEFINITIONS:

**Option School District:** A public school district the student chooses to attend other than his or her resident school district.  
**Option Student:** A student that has chosen to attend a public school district other than his or her resident school district, including a student who resides in a learning community and who has chosen to attend an option school district in such learning community prior to the effective date of the establishment of such learning community, but not including a student who resides in a learning community and who enrolls in another school district in such learning community.

**Resident School District:** The public school district in which a student resides, or attends as a resident student.

**Note:** The Resident and Option School Districts should retain this form until the student completes school or cancels the Enrollment Option.

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### DIRECTIONS FOR COMPLETING SECTION 1:

- The parent or legal guardian should complete this section. The student may complete this section if he or she is an emancipated minor or age 19 or older.
- A separate application form is required for each applicant.
- Learning Community open enrollment students for any part of the 2016/17 school year would be automatically approved as open enrollment option students for the 2017/18 school fiscal year and could continue in the same school without submitting an additional application unless the student has completed the grades offered in the school or is disqualified due to an expulsion.
- Indicate in the appropriate spaces:
  - If the student needs Special Education services and has an individualized Education Program (IEP).
  - If the applicant has a sibling that is a current option student.
  - If the applicant has attended the option district for the immediately preceding two years.
  - If the student relocated after February 1<sup>st</sup>.
  - (Optional) if the applicant qualifies for free or reduced price lunches.
- Applicant must currently reside in the Resident School District listed in Section 1 at the time of application.
- The application should be signed and delivered to the office of the superintendent of schools of the Option School District.

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### DIRECTIONS FOR COMPLETING SECTION 2:

- This is only needed if the application is made after March 15.
- If the Resident School District will not waive deadline dates, the reason for denial must be stated in the appropriate space.

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### DIRECTIONS FOR COMPLETING SECTION 3:

- If the Option School District approves the application, indicate by marking the appropriate space.
- Submission of an incomplete form is not an adequate reason to deny an application. The Option School District officials should secure a complete form prior to the March 15 deadline.
- If the Option School District denies the application, the reason for denial must be stated in the appropriate space.
- Whether approved or denied, photocopies of any application received by the March 15 deadline must be sent by April 1 to the Applicant and the Resident School District.
- **NOTE:** Unless the student relocated to a different district after February 1<sup>st</sup>, had a previous option district merge after February 1<sup>st</sup>, or became eligible for the option as a result of changes made to 79-234(1) R.R.S. by LB 410 (2013), applications submitted after the March 15 deadline must have Section 2 completed or be accompanied by a written release from the Resident School District that includes a statement of deadline waiver, the signature of the superintendent and the date of such action. The application should also be sent to the Applicant and the Resident School District.

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### DIRECTIONS FOR COMPLETING THE CHANGE OF STATUS SECTION:



## **NOTICE OF POLICY ON OPTING OUT OF ASSESSMENTS**

The Board of Education has adopted a policy on approval and denial of state and federal assessment opt-out requests, which is based on requirements in law. The policy can be requested by contacting the Superintendent of Schools at [or can be viewed online by visiting: {hyperlink}].

**NOTE:** Provide this notice at the beginning of the school year to parents of students attending schools receiving Title I funds. It can be included in handbooks or sent as a stand-alone document.



## ***NOTICE OF PARENTAL RIGHTS***

The Family Education Rights and Privacy Act (FERPA) provides parents and guardians certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the day the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If you believe one of your student's records is inaccurate, you should write the school principal, clearly identify the part of the record you want changed, and specify why it is inaccurate. If the school decides not to amend the record as requested, it will notify you of the decision and advise you of your right to a hearing regarding the request for amendment.

FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

Directory information is information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if it were disclosed. For example, an athletic program that lists the names of team members and their heights and/or weights and an academic program that lists the names of students receiving academic awards both contain directory information. So do other school district publications and the district's web site. Directory information includes the following information about a student:

- Name and grade
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet

- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information about your student(s) can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless parents have notified the school district that they do not want this information disclosed without prior written parental consent.

**You have two options:**

**If you *DO NOT OBJECT*** to the disclosure of directory information about your student, you do not need to do anything.

**If you *OBJECT*** to the disclosure of any directory information about your student, you should write a letter to the principal at the building where your student(s) attend(s) school. This letter should specify the particular categories of directory information that you do not wish to have released about your child or the particular types of outside organizations to which you do not wish directory information to be released. This letter must be received by the school district no later than \_\_\_\_\_.

***Non-directory Information.*** Please be aware that all of the other personally identifiable information about your student(s) that is contained in this school district's education records will generally not be disclosed to anyone outside the school system except: (1) in accordance with the provisions of FERPA and regulations, (2) in accordance with state statutes and regulations, or (3) in accordance with your written instructions.

***Internal Use of Information.*** Whatever choice you make, the school district will be able to use this directory information for internal school purposes and to share it with other education institutions in accordance with law.

***Transfer of Records Upon Student Enrollment.*** Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform you when it makes a disclosure under this provision.

***Complaints.*** You have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605**



**RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS**

WHEREAS, \_\_\_\_\_ Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and

WHEREAS, the school district’s faculty, facilities, and equipment can serve only a limited number of students effectively; and

WHEREAS, the \_\_\_\_\_ Board of Education, in consultation with the administration, has reviewed the school district’s faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total;

NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications:

**Numeric Capacity.** The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

[NOTE TO BE DELETED: YOU MAY SET NUMERIC CAPACITY BY ESTABLISHING THE MAXIMUM NUMBER OF STUDENTS FOR EACH PROGRAM, CLASS, GRADE LEVEL, OR BUILDING. YOU MAY ALSO SET NUMERIC CAPACITY BY DECLARING THE NUMBER OF OPTION STUDENTS YOU WILL ACCEPT INTO ANY PROGRAM, CLASS, GRADE LEVEL, OR BUILDING. IF YOU ELECT THE SECOND APPROACH, YOU SHOULD CHANGE THE LIST BELOW TO REFLECT THE NUMBER OF OPTION STUDENTS YOU WILL ACCEPT INSTEAD OF THE CAPACITY OF EACH SUCH PROGRAM, CLASS, GRADE LEVEL, OR BUILDING.]

- Each grade level in grades kindergarten through 8: \_\_\_\_ students
- Each grade level in grades 9 through 12: \_\_\_\_ students
- Students in special education programs requiring specific academic and behavioral support: \_\_\_\_ students
- Other: \_\_\_\_\_

Total enrollment for the school district: \_\_\_\_ students.

**Programmatic Capacity.** The board declares the following grade levels, programs, classes, and school buildings to be at capacity such that no option applications into any of the following will be accepted: \_\_\_\_\_.

**Other Standards.** The school district shall not accept an option student when acceptance of the student:

- (a) Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- (b) Would require the procurement of new equipment, technology, or furnishings;
- (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member \_\_\_\_\_ moved for passage of the motion. Board member \_\_\_\_\_ seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: \_\_\_\_\_.

The following members voted against the motion:

\_\_\_\_\_.

The following members did not vote:

\_\_\_\_\_.

Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
President, Board of Education

## Application for Part-Time Enrollment

I, **(print name)** \_\_\_\_\_, am the parent or legal guardian of **(print child's name)** \_\_\_\_\_, and have legal authority to make education decisions regarding the child. My child resides in the \_\_\_\_\_ Public School District and seeks to be enrolled in \_\_\_\_\_ Public Schools as a part-time student. My child seeks to enroll in the following courses\*: \_\_\_\_\_

*\*if the course is a sequential course (e.g. Spanish III), please include an explanation of the child's preparation to enroll in the course*

I understand that my child's ability to enroll in the course(s) above is subject to (1) board policies governing the admission of students; (2) course capacity; and (3) scheduling constraints. I further understand that my child must comply with all rules and regulations of the school district, the directives of its staff, and the policies of its board of education. Should my child fail to comply with the above, he/she will not be allowed to continue in part-time enrollment.

### **Notarized signature required:**

Printed Name: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

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

COUNTY OF \_\_\_\_\_ )

) ss.

STATE OF NEBRASKA )

Signed in my presence and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

## **Protection of Pupil Rights Amendment (PPRA) Notice and Consent/Opt-Out for Specific Activities**

The Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, requires the school district to notify you and obtain consent or allow you to opt your child out of participating certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas ("protected information surveys"):

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

This requirement also applies to the collection, disclosure or use of student information for marketing purposes ("marketing surveys"), and certain physical exams and screenings.

The following list of activities requiring parental notice and consent or opt-out for the upcoming school year is not exhaustive. If surveys and activities are scheduled after the school year starts, the school district will provide parents, within a reasonable period of time prior to the administration of the surveys and activities.

---

This is a sample dealing with a survey requesting protected information. You will need to complete the form using information for your district's specific activities.

**Date:** On or about October 31, 2005

**Grades:** 7th and 8th

**Activity:** Survey of At-Risk Behaviors

**Summary:** This is an anonymous survey that asks students questions about behaviors such as drug and alcohol use, sexual conduct, violence, and other at-risk behaviors. The survey also asks questions of a demographic nature concerning family make-up, the relationship between parents and children and use of alcohol in the home.

If a survey of this nature is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.

**Consent:** A parent must sign and return the attached consent form no later than \_\_\_\_\_ so that your child may participate in this survey.

If a survey of this nature is funded by any source other than the U.S. Department of Education, the school district must simply provide parents the opportunity to opt out of the survey.

**Opt-out:** Contact \_\_\_\_\_ at \_\_\_\_\_ no later than \_\_\_\_\_ if you do not want your child to participate in this survey.

\_\_\_\_\_

If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to \_\_\_\_\_, at \_\_\_\_\_. He/she will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before they are administered to your student.

\_\_\_\_\_

I, \_\_\_\_\_, give my consent for \_\_\_\_\_ to take the Survey of At-Risk Behaviors on or about October 31, 2016.

Please return this form no later than \_\_\_\_\_ to the school.

\_\_\_\_\_  
\_\_\_\_\_

This is a sample notifying parents of physical exams and health screenings. You will need to complete the form using information for your district's specific activities.

**Date:** On or about October 31, 2016

**Grades:** 9- 12

**Activity:** Flu Shots

**Summary:** The county health department will administer flu shots for influenza types A and B. Students will be examined for evidence of illness before administration of the immunizations.

**Opt-out:** Contact \_\_\_\_\_ at \_\_\_\_\_ no later than \_\_\_\_\_ if you do not want your child to participate in this survey.

---

We have not included a sample notifying parents of marketing because most school districts only provide vendors with directory information about students. If your school district provides vendors with additional information (for example, student social security numbers), please contact us and we will assist you in drafting a PPRA notice for that activity.



## SERVICE ANIMAL REQUEST FORM

\_\_\_\_\_

Date

\_\_\_\_\_

School Building

Name of Assisted Person: \_\_\_\_\_

Assisted person is  Staff  Student  Other

Name of Animal Owner (if different than above): \_\_\_\_\_

Name of Animal Handler (if different than above): \_\_\_\_\_

Name of Animal: \_\_\_\_\_ Type of Animal:  Dog  Miniature Horse

*If it is not readily apparent that the animal qualifies as a "service animal," please answer the following questions:*

Is use of the animal required because of a disability?  Yes  No

What work or task has the service animal been trained to perform?

\_\_\_\_\_

I have read and understand the school district's Animals Policy. I will abide by the terms of that Policy. I understand that if the service animal is out of control, not housebroken, presents a direct and immediate threat to others in the school, or fundamentally alters the nature of the service, program, or activity that cannot be eliminated by reasonable modifications, the school district may exclude or remove my service animal from its property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Parent/Guardian Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Assisted Person's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Handler Signature

\_\_\_\_\_

Date

**Please attach the following documentation:**

- Proof of current licensure**
  
- Proof of current vaccinations and immunizations from a licensed veterinarian**

**APPROVAL**

\_\_\_\_\_  
School Official Signature

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

**Note:** This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

**STATEMENT OF LAW ENFORCEMENT OFFICER RELATING  
TO REMOVAL OF CHILD FROM SCHOOL PREMISES WHO  
IS BELIEVED TO BE THE VICTIM OF CHILD ABUSE**

I, \_\_\_\_\_ (printed name of law enforcement officer) certify that I am a law enforcement officer employed by \_\_\_\_\_ (printed name of law enforcement agency). I certify that I am removing \_\_\_\_\_ (printed name of child being removed from school premises) because the child is believed to be the victim of child abuse. I acknowledge that I have been provided with the address and telephone number of the child's parent or guardian by school officials. I also acknowledge that I am familiar with and will comply with the obligations imposed on me by NEB. REV. STAT. § 79-294, which is set forth below:

When a principal or other school official releases a minor student to a peace officer as defined in section 49-801 for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the peace officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held or that the disclosure would cause the custody of the minor to be disturbed, the peace officer may refuse to disclose the place where the minor is being held for a period not to exceed twenty-four hours. The peace officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at any subsequent detention hearing.

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

\_\_\_\_\_  
Signature of Law Enforcement Officer

Time: \_\_\_\_\_



**STATEMENT OF LAW ENFORCEMENT OFFICER RELATING  
TO REMOVAL OF CHILD FROM SCHOOL PREMISES WHO  
IS BELIEVED TO BE THE VICTIM OF CHILD ABUSE**

I, \_\_\_\_\_ (printed name of law enforcement officer) certify that I am a law enforcement officer employed by \_\_\_\_\_ (printed name of law enforcement agency). I certify that I am removing \_\_\_\_\_ (printed name of child being removed from school premises) because the child is believed to be the victim of child abuse. I acknowledge that I have been provided with the address and telephone number of the child's parent or guardian by school officials. I also acknowledge that I am familiar with and will comply with the obligations imposed on me by NEB. REV. STAT. § 79-294, which is set forth below:

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

\_\_\_\_\_  
Signature of Law Enforcement Officer

Time: \_\_\_\_\_



One Copy to Employee  
One Copy to Nebraska Department of Labor  
One Copy to Issuing Officer

**Federal Hour Restrictions**  
Not more than 3 Hours on a School Day  
Not more than 18 Hours in a School Week  
Not More than 8 Hours on a Nonschool Day  
Not more than 40 Hours in a Nonschool Week  
Not Before 7 a.m. nor After 7 p.m.  
(9 p.m. from June 1<sup>st</sup> through Labor Day)

**Nebraska Hour Restrictions**  
Not More than 8 hours in One Day  
Not More than 48 Hours in One Week  
Not Before 6 a.m. nor After 10 p.m.

**NEBRASKA WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR**  
5723 "F" Street \* Omaha, Nebraska 68117-1898 \* (402) 595-3095  
**Employment Certificate**  
**(For Minors 14 and 15 Years of Age)**

- Employment During School Year  
 Employment During School Vacations

Date of Issue \_\_\_\_\_,

20 \_\_\_\_\_

This certificate authorizes the employment of \_\_\_\_\_  
(NAME OF MINOR)

\_\_\_\_\_ by \_\_\_\_\_  
(ADDRESS OF MINOR) (NAME OF EMPLOYER)

\_\_\_\_\_ (ADDRESS OF EMPLOYER) \_\_\_\_\_ (NATURE OF BUSINESS)

\_\_\_\_\_ (EMPLOYER'S TELEPHONE NUMBER) \_\_\_\_\_ (WORK TO BE DONE BY MINOR)

\_\_\_\_\_ Days per week; \_\_\_\_\_ Hours per week; \_\_\_\_\_ Hours per day \$ \_\_\_\_\_ Hourly wage

Day's work to start at \_\_\_\_\_  A.M.  P.M. Minor's Sex:  Female  Male

Day's work to end at \_\_\_\_\_  A.M.  P.M. Minor's Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Certificate valid from \_\_\_\_\_, 20 \_\_\_\_\_ to \_\_\_\_\_, 20 \_\_\_\_\_

Evidence of age accepted \_\_\_\_\_ Grade Completed \_\_\_\_\_  
(Specify)

Place of Birth \_\_\_\_\_  
(City) (State)

Color of Hair \_\_\_\_\_ Color of Eyes \_\_\_\_\_ Height \_\_\_\_\_ feet \_\_\_\_\_ inches Weight \_\_\_\_\_ pounds

Distinguishing facial marks  
\_\_\_\_\_

Name of Parent(s) \_\_\_\_\_ Telephone Number \_\_\_\_\_

**Certificate is valid for one year.**

**Sign here** \_\_\_\_\_  
(SIGNATURE OF MINOR)

\*\*\*\*\*

This is to certify that I have examined, approved and filed the papers required, and that the minor has been examined and has signed this certificate in my presence.

**NOTE: State and Federal Child Labor Laws are different. It is the responsibility of the employer to be aware of which law applies and to be governed by the more restrictive. Information regarding Federal Child Labor Laws may be obtained from the U.S. Department of Labor, Wage and Hour Division, Omaha, NE, (402) 221-4682.**

\_\_\_\_\_  
(Issuing Officer's Signature)

\_\_\_\_\_  
(Title) (Telephone No.)

\_\_\_\_\_  
(Name of School) (County)

\_\_\_\_\_  
(Address of School)

\_\_\_\_\_  
(City) (Zip)



## THERAPY DOG REQUEST FORM

\_\_\_\_\_

Date

\_\_\_\_\_

School Building

\_\_\_\_\_

Employee/Animal Owner

Type of Dog: \_\_\_\_\_

Name of Dog: \_\_\_\_\_

Is the dog AKC Canine Good Citizen certified?  Yes  No

Has the dog received training or certification from another organization?

Yes  No

If \_\_\_\_\_ yes, \_\_\_\_\_ please \_\_\_\_\_ provide \_\_\_\_\_ details:

\_\_\_\_\_

Is the dog current on all required immunizations and vaccinations?

Yes  No

Does the dog have an ID that indicates that the dog is a therapy dog?

Yes  No

I have attached the following documentation:

- Proof of current licensure
- Proof of current vaccinations and immunizations from a licensed veterinarian
- Declaration page indicating adequate liability insurance coverage

I have read and understand the school district's Therapy Dog Policy. I will abide by the terms of that Policy. I understand that if the therapy dog is out of control, not housebroken, presents a direct and immediate threat to others in the school, or otherwise interferes with the educational process, the school district may exclude or remove my therapy dog from its property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the therapy dog. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my therapy dog.

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date



## APPROVAL

\_\_\_\_\_  
School Official Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Note:** This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy dog will be used.



[SCHOOL NAME]

School-Parent-Student Compact

20\_\_-20\_\_

The [School] ("District") and the parents of students participating in activities, services, and programs funded by Title I have jointly developed this Compact which outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

**School Responsibilities:**

The faculty and staff of the District, will:

- Provide high quality curriculum and instruction in a supportive and effective learning environment to enable children to meet the challenging State academic standards.
- Consider the promises made in the Compact at parent-teacher conferences.
- Provide parents with frequent progress reports pursuant to district policy.
- Communicate and work with families to support students' learning.

**Parent Responsibilities:**

The parent(s) will support their child's learning in the following ways:

- Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
- Value and support my child's attendance at school.
- Ensure that homework is completed.
- Promote positive use of my child's extracurricular time.
- Participate in parent groups that support the district's students.
- Endeavor to stay informed about my student's progress and request updates as needed.

**Student Responsibilities:**

The student will share the responsibility to improve his or her academic achievement in the following ways:

- Cooperate with my teachers in school and be responsible for my behavior.
- Complete all of my homework assignments on time.
- Participate to the best of my ability in all of my classes.
- Participate in extracurricular activities which will help me become a better student and stay active in my school and community.
- Let my teachers and family know when I need help.



**PARENT OBJECTION TO  
PHYSICAL EXAMINATION OR VISUAL EVALUATION**

I, \_\_\_\_\_ (parent or guardian name), am the parent or guardian of \_\_\_\_\_ (student name) who is enrolling in the beginner grade or seventh grade in \_\_\_\_\_ Public Schools, or who is transferring from out of state into any grade in \_\_\_\_\_ Public Schools:

I understand that state law requires that the school be provided with evidence of: (1) a physical examination, and (2) a visual evaluation. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the (check one or both):

- physical examination
- visual evaluation

for the above named child. I will not hold \_\_\_\_\_ Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian



**Ashland-Greenwood Public Schools**  
**School Meal Pricing**  
Approved 6-17-19

**Breakfast**

**2019-20 Pricing**

<b>Breakfast Reduced Price - Student</b>	<b>\$0.30</b>
<b>PK-5 Breakfast - Student</b>	<b>\$1.80</b>
<b>6-12 Breakfast - Student</b>	<b>\$1.80</b>
<b>K-12 2nd Breakfast - Student</b>	<b>\$2.40</b>
<b>Student Guest - Breakfast</b>	<b>\$2.70</b>
<b>Adult Breakfast</b>	<b>\$3.50</b>

**Lunch**

**2019-20 Pricing**

<b>Lunch Reduced Price - Student</b>	<b>\$0.40</b>
<b>PK-5 Lunch - Student</b>	<b>\$2.75</b>
<b>6-12 Lunch - Student</b>	<b>\$2.95</b>
<b>K-12 2nd Lunch - Student</b>	<b>\$3.15</b>
<b>Student Guest - Lunch</b>	<b>\$3.30</b>
<b>Adult Lunch</b>	<b>\$4.50</b>
<b>Milk</b>	<b>\$0.40</b>