Board of Education Regular Meeting
Monday, July 15, 2024 6:00 PM

School Administration Office
308 North Elm Street
Paxton, NE 69155-0368

Agenda

1. Call To Order, Roll Call
2. Notice of Open Meetings Statute
3. Recognition of Visitors
4. Consent Agenda
   - 4.1. Approval of Minutes
   - 4.2. Financial Report
   - 4.3. Reading and approval of general fund bills in the amount of $299,793.48. Checks #33503 to 33556
   - 4.4. Approve transfer of $299,793.48. from MMDA checking to general fund checking. Checks #33503 to 33556
   - 4.5. Reading and approval of building fund bills in the amount of $17,941.80. Check #1701
   - 4.6. Activity Fund Report
   - 4.7. Reading and approval of the Lunch fund bills in the amount of $1,060.18. Checks #8519 to #8523
5. Information Item
   - 5.1. Review the Multi Cultural Program Annual Report
   - 5.2. District Census Report
   - 5.3. Discuss the collection of student fees under the Student Fees Policy 5045.
6. Action Item
   - 6.1. Discuss, consider and take action on Title IX Policy 3057.
   - 6.2. Discuss, consider and take action to set lunch prices for the 24-25 school year.
   - 6.3. Public Hearing on Student Fees Policy 5045.
   - 6.4. Public Hearing on Parental Involvement Policy 5018.
   - 6.5. Discuss, Consider and take action on the Parental Involvement Policy 5018.
   - 6.6. Discuss, consider and take action on the Recommended Changes by KSB to Current Policies 2006, 2008, 2009, 3003.1, 3004.1, 3017, 3032, 3053, 3059, 4011, 4053, 5001, 5004, 5005, 5008, 5035, 5052, 6031, 6036
   - 6.7. Discuss, consider and take action to adopt New Policies 3060 and 6039 through 6043.
   - 6.8. Discuss, consider and take action on the Student Bullying Policy 5054.
   - 6.9. Discuss, consider and take action to remove Melissa States from the Activity and Revolving business signature cards at Western Nebraska Bank.
   - 6.10. Discuss, consider and take action to approve the 24-25 Staff Handbook.
   - 6.11. Discuss, consider and take action to approve the 24-25 Student Handbook
   - 6.12. Discuss, consider and take action to approve the 24-25 Activity Handbook
   - 6.13. Excuse Absent Board Members
7. Reports:
   - 7.1. Report of the Superintendent

7.2. Report of the Principal
7.3. Committee Reports:
    7.3.1. Finance and Personnel
    7.3.2. Building and Grounds
    7.3.3. Transportation
    7.3.4. Instruction and Americanism
8. Next meeting dates and time
9. Adjournment

Paxton Consolidated Schools

P.O. Box 368
308 North Elm Street
Paxton, NE 69155-0368

Phone: 308-239-4283
Fax: 308-239-4359
www.paxtonschools.org

PAXTON CONSOLIDATED SCHOOLS
REGULAR MEETING
June 17, 2024

The regular meeting of the Paxton Consolidated Schools Board of Education was called to order by President Cory Holm at 6:00 p.m. Roll Call – Present: Cory Holm, Brittany Hardin, Michael Holzfaster, Doug Wasserman, Leah Fote, Jeremy Spurgin. Absent: None. Also present for the meeting were Superintendent Del Dack, Principal Stacy McAbee and Business Manager Olene Beck.

President Holm notified the public of the Nebraska Open Meetings Act which was posted. Agendas are posted according to Policy #2015 and published in the Keith County News on June 14, 2024, The Disabilities Education Act. President Holm recognized visitors present.

CONSENT AGENDA: Moved by Brittany Hardin and seconded by Michael Holzfaster to approve the consent of agenda as presented. Approve the May 13, 2024 Regular Board minutes. Approve General Fund checks #33456 to #33503 in the amount of $364,856.38 and transfer this same amount from MMDA checking to General Fund checking. Approve Activity Fund report. Approve Lunch Fund checks #8510 to #8519 in the amount of $7,568.92. Approve the school lunch milk bid from Hiland Dairy for the 2024-2025 School Year. Voting: Aye: Cory Holm, Brittany Hardin, Michael Holzfaster, Doug Wasserman, Leah Fote, Jeremy Spurgin. Absent: None. Nay – none. Motion carried. Leah Fote and Doug Wasserman reviewed the bills for June.

INFORMATION ITEMS: Superintendent Dack recognized Mrs. Mullen for her Presidential Award for Excellence in Mathematics and Science Teaching (PAEMST). Presentation from Haley Holzfaster on her upcoming Study Abroad in Brazil. Reviewed the 2024-2025 Staff Handbook and discussed changes. Reviewed the 2024-2025 Student Handbook and discussed changes. Reviewed the 2024-2025 Student Activity and discussed changes. Reviewed the KSB Policy recommended updates. Discussed School Lunch Prices for the 2024-2025 school year.

ACTION ITEMS: Moved by Doug Wasserman and seconded by Michael Holzfaster to deny request to use district transportation. Voting: Aye: Brittany Hardin, Michael Holzfaster, Doug Wasserman, Leah Fote, Jeremy Spurgin, Cory Holm. Absent: None. Nay – none. Motion carried.

Moved by Doug Wasserman and seconded by Leah Fote to approve the 2024-2025 Interlocal Agreement with ESU 5 for Secondary Spanish Instruction as presented. Voting: Aye: Michael Holzfaster, Doug Wasserman, Leah Fote, Jeremy Spurgin, Brittany Hardin, Cory Holm. Absent: None. Nay – none. Motion carried.

Moved by Leah Fote and seconded by Michael Holzfaster approve Policy #3011 - #3020 as reviewed. Voting: Aye: Doug Wasserman, Leah Fote, Jeremy Spurgin, Brittany Hardin, Cory Holm, Michael Holzfaster. Absent: None. Nay – none. Motion carried.

No absences from the meeting. No action taken.

COMMITTEE REPORTS: The board reviewed the Superintendent, Principals and committee reports.

MEETINGS: The next regular board meeting will be Monday July 15, 2024 at 6:00 p.m. to be held at Paxton Consolidated Schools. Agendas for the meeting will be available for public inspection at the school office and published in the Keith County News three days prior to the meeting.

President Holm adjourned the meeting at 8:36 p.m.

Olene Beck

Olene Beck
Secretary

PAXTON CONSOLIDATED SCHOOLS



REGULAR BOARD MEETING

JULY 15, 2024

PAXTON CONSOLIDATED SCHOOLS
July 2024

FINANCIAL REPORT: CASH SUMMARY ENDING June 2024

ACTIVITY FUND (Certificate of Deposit)	**$15,204.52**
ACTIVITY FUND (Checking Account)	**$119,427.70**
BOND FUND	**$898,304.87**
BUILDING FUND	**$76,550.50**
NEBRASKA LIQUID ASSET FUND	**$521,428.81**
DEPRECIATION FUND	**$93,589.98**
DISTRICT #6 GENERAL FUND	**$843,046.98**
HOT LUNCH FUND	**$5,880.94**
POSTAGE ACCOUNT	**$1,413.13**
REVOLVING BUSINESS FUND	**$18,123.96**
ENDING BALANCE 06/30/2024:	**$2,592,971.39**

FINANCIAL REPORT: July 2024
DISTRICT #6 GENERAL FUND

BEGINNING BALANCE: 06/01/2024			**$839,375.98**
RECEIPTS: June			
County Taxes: Keith	$164,965.96		
County Taxes: Lincoln (None)	$0.00		
County Taxes: Perkins	$30,070.90		
Reimbursement Mileage	$96.90		
Medicaid - MAC Dec-Feb24 #4709	$879.70		
Medicaid - MIPS Dec-Feb24 #4708	$800.63		
Mid-Plains Community College: Dual Credit, Math	$1,365.00		
State of Nebraska: TITLE IV 4970	$10,000.00		
State of Nebraska: SPED SA FFR REIMB 22-23	$75,540.00		
State of Nebraska: State Aid	$78,565.00		
State of Nebraska: Title I 4505	$5,033.00		
Western Nebraska Bank: Interest	$1,210.29		
TOTAL RECEIPTS: June 2024	**$368,527.38**		
DISBURSEMENTS: June 2024		**-$364,856.38**	
STATEMENT ENDING BALANCE 06/30/2024:			**$843,046.98**
ESTIMATED REVENUE July 2024:			
Keith County Taxes	$23,293.61		
Perkins County Taxes	$1,111.66		
Lincoln County Taxes (Statement not received)	$0.00		
State of Nebraska: SPED SA FFR REIMB 22-23	$0.00		
State of Nebraska: State Aid 3110	$0.00		
ESTIMATED TOTAL REVENUE:	**$24,405.27**		
ACTUAL DISBURSEMENTS July 2024:		**-$299,793.48**	
ESTIMATED BALANCE: July 31, 2024			**$567,658.77**

PAXTON CONSOLIDATED SCHOOLS
FINANCIAL REPORT: July 2024

WNB BUILDING FUND

BEGINNING BALANCE: 06/01/2024		**$66,298.61**
RECEIPTS: June		
Keith County	$8,505.17	
Lincoln County	$0.00	
Perkins County	$1,642.03	
Promontory (WNB) Interest	$104.69	
TOTAL RECEIPTS: WNB Building Fund	**$10,251.89**	
TRANSFER OUT - June: InterFund Loan to MMDA	**$0.00**	
ENDING BALANCE: 06/30/2024:		**$76,550.50**
TRANSFER IN - July: NE Liquid Asset Fund (Building)	**$0.00**	
EXPENDITURES: July		
Steels Roofing & Constr *#1701 Multi-Purpose room*	-$17,941.80	
TOTAL EXPENDITURES: WNB Building Fund	**-$17,941.80**	
BALANCE:		**$58,608.70**

NEBRASKA LIQUID ASSET FUND (BUILDING)

BEGINNING BALANCE: 06/01/2024		**$519,286.10**
RECEIPTS: June		
Deposit from WNB Building Fund	$0.00	
Interest	$2,142.71	
TOTAL RECEIPTS: Nebraska Liquid Asset Fund	**$2,142.71**	
ENDING BALANCE: 06/30/2024:		**$521,428.81**
TRANSFER OUT- July : WNB Building Fund	**$0.00**	
BALANCE:		**$521,428.81**

BOND FUND

BEGINNING BALANCE: 06/01/2024		**$844,464.31**
RECEIPTS: June		
Keith County	$52,577.24	
Lincoln County	$0.00	
Perkins Cty. (Perkins sends to Keith County)	$0.00	
Promontory (WNB) Interest	$1,263.32	
TOTAL RECEIPTS: Bond Fund	**$53,840.56**	
ENDING BALANCE: 06/30/2024:		**$898,304.87**
EXPENDITURES: July Check #		
TOTAL EXPENDITURES: Bond Fund	**$0.00**	
BALANCE:		**$898,304.87**

PAXTON CONSOLIDATED SCHOOLS
FINANCIAL REPORT: June 2024

ACTIVITY FUND

BEGINNING BALANCE: 06/01/2024		**$136,009.65**
RECEIPTS: June		
Receipts	$2,354.61	
General Fund Transfer	$0.00	
Interest	$41.45	
TOTAL RECEIPTS: Activity Fund	**$2,396.06**	
EXPENDITURES: June		
Credit Card Expenditures	-$2,565.56	
Expenditures	-$1,207.93	
TOTAL EXPENDITURES: Activity Fund	**-$3,773.49**	
ENDING BALANCE: 06/30/2024:		**$134,632.22**

*** Beginning and ending balance includes $15,204.52 Certificate of Deposit ***

DEPRECIATION FUND

BEGINNING BALANCE: 06/01/2024		**$93,470.90**
RECEIPTS: June		
Receipts - District #6	$0.00	
Interest	$119.08	
TOTAL RECEIPTS: Depreciation Fund	**$119.08**	
ENDING BALANCE: 06/30/2024:		**$93,589.98**
EXPENDITURES: July		
NONE	$0.00	
TOTAL EXPENDITURES: Depreciation Fund	**$0.00**	
BALANCE:		**$93,589.98**

HOT LUNCH FUND

BEGINNING BALANCE: 06/01/2024		**$7,033.37**
RECEIPTS: June		
Daily Receipts - Reimbursable Daily	$629.80	
Daily Receipts - Reimburseable Daily (Rec'd from RevTrak)	$11.80	
Non-Reimbursable - Daily Receipts	$586.00	
Non-Reimbursable - Second Chance Breakfast & AlaCarte	$0.00	
RevTrak - Collection Fee	$0.52	
State of Nebraska - Breakfast/Lunch	$4,748.26	
State Breakfast/Lunch Match	$440.11	
District #6 - Hot Lunch Transfer	$0.00	
TOTAL RECEIPTS: Hot Lunch Fund	**$6,416.49**	
EXPENDITURES: June		
Expenditures	-$7,495.95	
RevTrak Fee	-$72.97	
TOTAL EXPENDITURES: Hot Lunch Fund	**-$7,568.92**	
ENDING BALANCE: 06/30/2024:		**$5,880.94**

POSTAGE ACCOUNT

BEGINNING BALANCE: 06/01/2024	**$1,413.13**
RECEIPTS: June	$0.00
EXPENDITURES: June	$0.00
ENDING BALANCE: 06/30/2024:	**$1,413.13**

PAXTON CONSOLIDATED SCHOOLS
FINANCIAL REPORT: June 2024

REVOLVING BUSINESS

BEGINNING BALANCE: 06/01/2024 **$17,371.89**

RECEIPTS: June

Unreimbursed Medical	*Payroll Deduction*	$454.17
General Fund and Hot Lunch	*Retirement*	$36,486.30
Reimbursement - General Fund	*#2532-#2544*	$2,847.51
Blue Cross Blue Shield	*Reimbursed - Wasserman*	$1,483.40
ASI: Dependant Care	*Payroll Deduction*	$350.00
457b	*Payroll Deduction*	$150.00
403B	*Payroll Deduction*	$1,500.00
Reimbursement	*Reimbursed Credit Card*	$213.91
TOTAL RECEIPTS: Revolving Business		**$43,485.29**

EXPENDITURES: June

403 B	*Auto*		-$1,500.00
457b	*Auto*		-$150.00
ASI Fees	*Auto*		-$50.00
ASI Dependant Care	*Auto*		$0.00
ASI Health Care	Auto		-$909.11
NPERS	Auto	Retirement	-$36,486.30
City Bakery	#2545	Senior Breakfast rolls	-$50.00
US Bank	#2546	Reimbursed Deposit	-$213.91
BC/BS	#2547	Wasserman Insurance	-$1,483.40
Ella Fote	#2548	Auction Setup	-$45.00
Colton Fote	#2549	Auction Setup	-$45.00
Keith County Clerk	#2550	Candidates for Primary	-$100.00
Reese Mechanical	#2551	4th Grade & IT	-$1,656.50
Chance Morland	#2552	Reimburse Ace Hardware	-$44.00
TOTAL EXPENDITURES: Revolving Business			**-$42,733.22**

ENDING BALANCE: 6/30/2024 **$18,123.96**

Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1000	Beginning Balance	1,032,710.00	0.00	0.00	0.00	1,032,710.00
01 1100	Property Taxes & Allowance	2,736,000.00	181,240.83	2,249,430.58	82.22	486,569.42
01 1115	Carline Tax	10,000.00	0.00	12,981.64	129.82	(2,981.64)
01 1125	Motor Vehicle Tax	100,000.00	7,532.05	107,108.59	107.11	(7,108.59)
01 1140	Interest on Taxes	0.00	0.00	0.00	0.00	0.00
01 1510	Interest On Investments	15,000.00	1,210.29	6,442.56	42.95	8,557.44
01 1790	Other Local Reciepts	0.00	0.00	0.00	0.00	0.00
01 1910	RENTAL OF SCHOOL EQUIPMENT & FACILITIES	1,500.00	0.00	1,800.00	120.00	(300.00)
01 1921	Local License Fees	0.00	0.00	0.00	0.00	0.00
	Subtotal: 1000	3,895,210.00	189,983.17	2,377,763.37	61.04	1,517,446.63
01 2110	Fines And License Fees	22,000.00	2,347.79	31,057.60	141.17	(9,057.60)
01 2130	Other County Receipts	0.00	0.00	0.00	0.00	0.00
01 2210	ESU Reciepts	1,500.00	0.00	3,539.87	235.99	(2,039.87)
	Subtotal: 2000	23,500.00	2,347.79	34,597.47	147.22	(11,097.47)
01 3110	State Aid	785,623.00	78,565.00	785,623.00	100.00	0.00
01 3120	Special Ed Programs	185,000.00	75,540.00	274,034.00	148.13	(89,034.00)
01 3125	SPED Trans. school age	0.00	0.00	0.00	0.00	0.00
01 3130	Homestead Exemption	0.00	3,916.19	15,737.42	0.00	(15,737.42)
01 3131	Property Tax Credit	0.00	0.00	296,921.14	0.00	(296,921.14)
01 3132	Pers Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3180	Prorate Motor Vehicles	6,500.00	0.00	4,842.54	74.50	1,657.46
01 3400	State Apportionment	27,500.00	0.00	28,213.17	102.59	(713.17)
01 3512	Distance Educ Incentive Payments	0.00	0.00	16,648.00	0.00	(16,648.00)
01 3535	High Ability Learners	3,500.00	0.00	3,460.00	98.86	40.00
01 3551	Career Education	0.00	0.00	7,500.00	0.00	(7,500.00)
01 3599	Grants	36,000.00	0.00	3,729.83	10.36	32,270.17
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: 3000	1,044,123.00	158,021.19	1,436,709.10	137.60	(392,586.10)
01 4310	REAP Grant	25,000.00	0.00	21,797.00	87.19	3,203.00
01 4418	IDEA Part B, PEak	0.00	0.00	0.00	0.00	0.00
01 4505	TITLE I, PART A NCLB	10,500.00	5,033.00	32,976.00	314.06	(22,476.00)
01 4516	IDEA 619	3,000.00	0.00	1,076.00	35.87	1,924.00
01 4518	IDEA Part B Base Allocation	20,000.00	0.00	43,919.00	219.60	(23,919.00)
01 4519	IDEA Enrollment/Poverty	0.00	0.00	0.00	0.00	0.00
01 4521	IDEA PART B L Proportionate Share	0.00	0.00	1,377.00	0.00	(1,377.00)
01 4530	ARTS NOW-24 Grant	0.00	0.00	2,791.45	0.00	(2,791.45)
01 4708	Medicaid in Public Schools	3,500.00	800.63	4,313.23	123.24	(813.23)
01 4709	Medicaid Admin Claim Reimb.	6,500.00	879.70	4,601.23	70.79	1,898.77
01 4969	Title IV - A	10,000.00	10,000.00	10,000.00	100.00	0.00
01 4998	ESSER 3	65,717.00	0.00	0.00	0.00	65,717.00
	Subtotal: 4000	144,217.00	16,713.33	122,850.91	85.18	21,366.09
01 5300	Sale Of Property	10,000.00	0.00	0.00	0.00	10,000.00
01 5301	Insurance Adjustment	500.00	0.00	921.00	184.20	(421.00)
01 5600	Other Non-revenue Receipts	10,000.00	1,365.00	26,644.16	266.44	(16,644.16)
	Subtotal: Debt Services	20,500.00	1,365.00	27,565.16	134.46	(7,065.16)
01 9000	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
01 9003	Interfund Loan From Building Fund	0.00	0.00	41,000.00	0.00	(41,000.00)
	Subtotal: NON-PROGRAM RECEIPTS	0.00	0.00	41,000.00	0.00	(41,000.00)
	Fund Total:	5,127,550.00	368,430.48	4,040,486.01	78.80	1,087,063.99

Receipt Number	Received From ID/Name	Receipt Date	Description	Receipt Key	Amount
	PERKINS Perkins County	06/15/2024	Perkins County Treasurer	3201	30,070.90
	STATEOFNEB State of Nebraska	06/13/2024	TITLE IV 4969	3202	10,000.00
	STATEOFNEB State of Nebraska	06/20/2024	Med in Public Schools Dec-Feb 24	3203	800.63
	STATEOFNEB State of Nebraska	06/27/2024	State Aid	3204	78,565.00
	STATEOFNEB State of Nebraska	06/29/2024	Title I 4505	3205	5,033.00
	STATEOFNEB State of Nebraska	06/15/2024	MAC Dec-Feb 24	3206	768.63
	MIDPLAINSC Mid-Plains Community College	06/30/2024	Dual - Credit Math	3207	1,365.00
	STATEOFNEB State of Nebraska	06/15/2024	SPED SA FFR REIMB 22-23	3208	75,540.00
		06/24/2024	Mileage Reimbursed	3209	96.90
	KEITH Keith County	06/14/2024	Keith County Treasurer	3210	164,965.96
	WNB Western Nebraska Bank	06/29/2024	June Interest	3211	1,210.29
	STATEOFNEB State of Nebraska	06/15/2024	MAC Dec-Feb 24	3212	111.07
				Report Total:	368,527.38

Receipt Number: **Received From: PERKINS Perkins County** **Receipt Date: 06/15/2024** **Receipt Key: 3201** **Amount: 30,070.90**

Description: Perkins County Treasurer Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 1125	Perkins County: MV Tax 2023	119.65	01 103	
01 1100	Perkins County: RE & PP Tax 2023	30,216.02	01 103	
01 1100	Perkins County: RE & PP Commission	(302.54)	01 103	
01 1100	Perkins County: RE/PP Interest	37.77	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/13/2024** **Receipt Key: 3202** **Amount: 10,000.00**

Description: TITLE IV 4969 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 4969	TITLE IV 4969	10,000.00	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/20/2024** **Receipt Key: 3203** **Amount: 800.63**

Description: Med in Public Schools Dec-Feb 24 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 4708	Med in Public Schools Dec-Feb 24	800.63	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/27/2024** **Receipt Key: 3204** **Amount: 78,565.00**

Description: State Aid Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 3110	State Aid	78,565.00	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/29/2024** **Receipt Key: 3205** **Amount: 5,033.00**

Description: Title I 4505 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 4505	Title I 4505	5,033.00	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/15/2024** **Receipt Key: 3206** **Amount: 768.63**

Description: MAC Dec-Feb 24 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 4709	MAC Dec-Feb 24	768.63	01 103	

Receipt Number: **Received From: MIDPLAINSC Mid-Plains Community College** **Receipt Date: 06/30/2024** **Receipt Key: 3207** **Amount: 1,365.00**

Description: Dual - Credit Math Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 5600	Dual - Credit Math	1,365.00	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/15/2024** **Receipt Key: 3208** **Amount: 75,540.00**

Description: SPED SA FFR REIMB 22-23 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 3120	SPED SA FFR REIMB 22-23	75,540.00	01 103	

Receipt Number: **Received From:** **Receipt Date: 06/24/2024** **Receipt Key: 3209** **Amount: 96.90**

Description: Mileage Reimbursed Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 2710 519 000	Mileage Reimbursed	96.90	01 103	

Receipt Number: **Received From: KEITH Keith County** **Receipt Date: 06/14/2024** **Receipt Key: 3210** **Amount: 164,965.96**

Description: Keith County Treasurer Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 1125	Keith County: MV Tax	7,412.40	01 103	

01 2110	Keith County: Fines & License	2,347.79	01 103
01 1100	Keith County: RE & PP Tax	152,282.89	01 103
01 1100	Keith County: Interest RE & PP Tax	11.72	01 103
01 1100	Keith County: RE & PP Tax	96.24	01 103
01 3130	Keith County: Homestead	3,955.75	01 103
01 3130	Keith County: Homestead	(39.56)	01 103
01 1100	Keith County: Commission	(1,528.18)	01 103
01 1100	Keith County: RE & PP Tax	426.91	01 103

Receipt Number: **Received From: WNB Western Nebraska Bank** **Receipt Date: 06/29/2024** **Receipt Key: 3211** **Amount: 1,210.29**

Description: June Interest Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 1510	June Interest	1,210.29	01 103	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/15/2024** **Receipt Key: 3212** **Amount: 111.07**

Description: MAC Dec-Feb 24 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
01 4709	MAC Dec-Feb 24	111.07	01 103	

Summary Totals

Account Type		Cash Accounts		Receivable Accounts
Subtotal Revenue	368,430.48	01 103	368,527.38	
Subtotal Expense	96.90	Total:	368,527.38	
Subtotal General Ledger				
Total:	368,527.38			

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
01	GENERAL FUND					
1100	REGULAR INSTRUCTIONAL PROGRAMS					
01 1100 111 001	Regular Salaries Teachers - HS	562,000.00	45,569.37	519,405.55	42,594.45	92.42
01 1100 111 002	Regular Salaries - Teachers ELE	510,000.00	43,824.09	456,805.11	53,194.89	89.57
01 1100 112 001	Regular Salaries - Paras. - HS	54,000.00	0.00	21,913.89	32,086.11	40.58
01 1100 112 002	Regular Salaries - Paras ELE	24,000.00	0.00	14,341.57	9,658.43	59.76
01 1100 113 001	Regular Salaries Subs- HS	37,000.00	0.00	36,978.44	21.56	99.94
01 1100 113 002	Regular Salaries -Subs ELE	28,000.00	0.00	16,442.37	11,557.63	58.72
01 1100 114 001	Regular Salaries Tech Staff- HS	39,000.00	0.00	36,344.00	2,656.00	93.19
01 1100 114 002	Regular Salaries -Tech Staff ELE	39,000.00	0.00	36,344.00	2,656.00	93.19
01 1100 150 001	Additional compensation - Non Instruc.	50,000.00	1,316.00	49,285.65	714.35	98.57
01 1100 151 001	Additional compensation - Teachers	110,000.00	7,826.23	86,927.06	23,072.94	79.02
01 1100 210 001	Health Insur - Non Instructional -HS	300.00	22.65	90.36	209.64	30.12
01 1100 211 001	Health Insurance/DIS- HS	265,000.00	21,431.21	237,155.49	27,844.51	89.49
01 1100 211 002	Health Insurance/DIS- ELE	195,000.00	16,900.53	163,660.88	31,339.12	83.93
01 1100 212 001	Para Dis.- HS	300.00	8.73	94.80	205.20	31.60
01 1100 212 002	Para Dis.- ELE	150.00	5.06	69.87	80.13	46.58
01 1100 213 001	Health Insurance- HS	0.00	0.00	0.00	0.00	0.00
01 1100 213 002	Health Insurance- ELE	0.00	0.00	0.00	0.00	0.00
01 1100 220 001	Social Security- Non Instructional HS	4,000.00	95.83	3,765.46	234.54	94.14
01 1100 221 001	Teacher Social Security- HS	53,000.00	4,100.11	46,657.44	6,342.56	88.03
01 1100 221 002	Teacher Social Security- ELE	43,000.00	3,414.53	35,310.73	7,689.27	82.12
01 1100 222 001	Para Social Security- HS	4,000.00	0.00	1,326.12	2,673.88	33.15
01 1100 222 002	Para Social Security- ELE	2,000.00	0.00	908.40	1,091.60	45.42
01 1100 223 001	Sub Teacher Social Security- HS	2,900.00	0.00	2,828.57	71.43	97.54
01 1100 223 002	Sub Teacher Social Security- ELE	2,400.00	0.00	1,257.71	1,142.29	52.40
01 1100 224 001	Tech Staff Social Security- HS	3,100.00	0.00	2,780.36	319.64	89.69
01 1100 224 002	Tech Social Security- ELE	3,100.00	0.00	2,780.26	319.74	89.69
01 1100 230 001	Retirement - Non Instructional - HS	5,000.00	97.69	1,256.34	3,743.66	25.13
01 1100 231 001	Retirement - Teachers - HS	47,000.00	4,015.85	45,426.04	1,573.96	96.65
01 1100 231 002	Retirement - Teachers - ELE	43,000.00	3,243.19	33,625.33	9,374.67	78.20
01 1100 232 001	Para Retirement - HS	5,200.00	0.00	1,287.11	3,912.89	24.75
01 1100 232 002	Para Retirement - ELE	2,700.00	0.00	881.82	1,818.18	32.66
01 1100 233 001	Subs Retirement - HS	500.00	0.00	207.87	292.13	41.57
01 1100 233 002	Subs Retirement - ELE	500.00	0.00	70.81	429.19	14.16
01 1100 234 001	Tech - Retirement - HS	3,900.00	0.00	2,698.02	1,201.98	69.18
01 1100 234 002	Tech - Retirement - ELE	3,900.00	0.00	2,697.97	1,202.03	69.18
01 1100 237 001	Increased Retirement Contribution Rate	16,300.00	1,288.59	16,034.34	265.66	98.37
01 1100 237 002	Increased Retirement Contribution Rate	12,700.00	1,072.23	12,324.02	375.98	97.04
01 1100 382 000	Distance Learning Charges	23,000.00	0.00	0.00	23,000.00	0.00
01 1100 610 001	Supplies & Registrations - HS	20,000.00	3,478.38	18,024.12	1,975.88	90.12
01 1100 610 002	Supplies & Registrations - ELE	20,000.00	675.93	13,411.54	6,588.46	67.06
01 1100 610 001 411	Facs	2,500.00	0.00	2,562.18	(62.18)	102.49
01 1100 610 001 412	Ind Tech	3,000.00	64.09	1,905.69	1,094.31	63.52
01 1100 610 001 413	Music - HS	4,000.00	465.77	3,061.52	938.48	76.54
01 1100 610 002 413	Music - ELE	1,500.00	0.00	565.00	935.00	37.67
01 1100 610 001 414	Science - HS	2,500.00	96.28	1,178.14	1,321.86	47.13
01 1100 610 001 415	Activites-HS	1,600.00	0.00	1,596.85	3.15	99.80
01 1100 610 002 415	Activites-ELE	400.00	0.00	0.00	400.00	0.00
01 1100 610 001 416	Art - HS	4,000.00	17.52	1,328.75	2,671.25	33.22
01 1100 610 002 416	Art - ELE	500.00	0.00	0.00	500.00	0.00
01 1100 610 001 417	STEM - HS	1,000.00	0.00	100.12	899.88	10.01
01 1100 610 002 417	STEM - ELE	1,000.00	84.04	348.59	651.41	34.86
01 1100 640 001	Textbooks - HS	5,000.00	0.00	765.44	4,234.56	15.31
01 1100 640 002	Textbooks - ELE	4,000.00	0.00	0.00	4,000.00	0.00
01 1100 643 001	Web Based Software - HS	35,000.00	8,382.62	12,005.81	22,994.19	34.30
01 1100 643 002	Web Based Software - EL	15,000.00	2,540.93	11,094.15	3,905.85	73.96
01 1100 733 000	Furniture & Equipment	5,000.00	2,799.98	3,110.65	1,889.35	62.21
01 1100 733 002	Furniture & Equipment - ELE	5,000.00	0.00	883.77	4,116.23	17.68
01 1100 734 001	Computer Hardware - HS	5,000.00	0.00	4,693.01	306.99	93.86
01 1100 734 002	Computer Hardware - ELE	5,000.00	0.00	955.27	4,044.73	19.11
01 1100 890 000	Misc Expense	9,974.00	2,411.60	9,249.14	724.86	92.73
01 1100 890 001	Misc. Expenses - HS	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	2,345,924.00	175,249.03	1,976,823.50	369,100.50	84.27
1160	PROVERTY PROGRAMS					
01 1160 610 000	Poverty Instructional Program	35,000.00	0.00	0.00	35,000.00	0.00

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
1160 PROVERTY PROGRAMS		35,000.00	0.00	0.00	35,000.00	0.00
1200 SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS						
01 1200 110 000	Special Ed Prog. Supv	16,000.00	1,292.50	14,217.50	1,782.50	88.86
01 1200 111 001	SPED Teacher Salary HS	42,500.00	3,399.67	37,396.37	5,103.63	87.99
01 1200 111 002	SPED Teacher Salary - ELE	58,000.00	4,441.90	48,214.35	9,785.65	83.13
01 1200 112 001	SPED Reg Salaries - Paras HS	81,000.00	0.00	80,917.28	82.72	99.90
01 1200 112 002	SPED Para Salary ELE	84,000.00	0.00	73,555.21	10,444.79	87.57
01 1200 113 001	Regular Salaries - Subs	6,000.00	0.00	5,528.31	471.69	92.14
01 1200 113 002	Regular Salaries - Subs	6,000.00	0.00	5,000.00	1,000.00	83.33
01 1200 210 000	Health Insurance Prog. Supv	4,500.00	431.52	4,052.52	447.48	90.06
01 1200 211 001	INSURANCE - Teachers	11,500.00	899.13	9,892.45	1,607.55	86.02
01 1200 211 002	INSURANCE - Teachers	31,000.00	2,202.08	24,205.40	6,794.60	78.08
01 1200 212 001	INSURANCE - Paras	500.00	44.30	482.01	17.99	96.40
01 1200 212 002	INSURANCE - Paras	700.00	21.68	458.73	241.27	65.53
01 1200 220 000	Social Security - Prog. Supv	1,500.00	98.21	1,081.17	418.83	72.08
01 1200 221 001	Soc. Security -Teachers/SPED	4,000.00	327.06	3,597.67	402.33	89.94
01 1200 221 002	Soc. Security -Teachers/SPED	5,000.00	338.87	3,574.97	1,425.03	71.50
01 1200 222 001	SOCIAL SECURITY -Paras	6,500.00	0.00	6,190.19	309.81	95.23
01 1200 222 002	SOCIAL SECURITY -Paras	7,000.00	0.00	5,573.46	1,426.54	79.62
01 1200 223 001	SOCIAL SECURITY -Subs	700.00	0.00	422.83	277.17	60.40
01 1200 223 002	SOCIAL SECURITY -Subs	700.00	0.00	382.42	317.58	54.63
01 1200 230 000	Retirement - Prog. Supv	1,500.00	95.95	1,055.45	444.55	70.36
01 1200 231 001	NPERS - Teachers	3,500.00	252.38	2,776.14	723.86	79.32
01 1200 231 002	NPERS - Teachers	5,000.00	329.75	3,579.20	1,420.80	71.58
01 1200 232 001	NPERS - Paras	7,500.00	0.00	5,985.37	1,514.63	79.80
01 1200 232 002	NPERS - Paras	5,500.00	0.00	5,435.74	64.26	98.83
01 1200 233 001	SPED NPERS - Subs HS	500.00	0.00	14.79	485.21	2.96
01 1200 233 002	SPED NPERS - Subs ELE	500.00	0.00	26.95	473.05	5.39
01 1200 237 000	Retirement - Prog. Supv Increase	400.00	31.72	348.92	51.08	87.23
01 1200 237 001	Increased Retirement Contribution Rate	3,000.00	83.44	2,901.52	98.48	96.72
01 1200 237 002	Increased Retirement Contribution Rate	3,260.00	109.02	2,989.34	270.66	91.70
01 1200 330 001	Employee training & Dev.	500.00	0.00	474.90	25.10	94.98
01 1200 330 002	SPED Employee training & Dev.	500.00	0.00	0.00	500.00	0.00
01 1200 580 001	Special Ed Travel & Mileage	0.00	0.00	0.00	0.00	0.00
01 1200 591 001	Consultants, Program	15,000.00	899.00	12,397.56	2,602.44	82.65
01 1200 591 002	Consultants, Program	20,000.00	899.00	14,348.52	5,651.48	71.74
01 1200 610 001	SPED SUPPLIES	5,000.00	0.00	3,316.55	1,683.45	66.33
01 1200 610 002	SPED SUPPLIES	2,000.00	0.00	1,383.22	616.78	69.16
01 1200 640 000	Books & Periodicals	0.00	0.00	0.00	0.00	0.00
01 1200 643 000	Web/Cloud Based Software	0.00	0.00	0.00	0.00	0.00
01 1200 890 000	Misc. Expenses	1,000.00	0.00	433.99	566.01	43.40
01 1200 890 002	Misc. Expenses - ELE	0.00	0.00	0.00	0.00	0.00
1200 SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS		441,760.00	16,197.18	382,211.00	59,549.00	86.52
1291 EC NON-REIMBURSABLE						
01 1291 591 002	Consultants, Program: 3-5	1,000.00	0.00	606.80	393.20	60.68
1291 EC NON-REIMBURSABLE		1,000.00	0.00	606.80	393.20	60.68
1292 SA NON-REIMBURSABLE						
01 1292 591 002	Consultants, Program: B-2	1,000.00	0.00	343.20	656.80	34.32
1292 SA NON-REIMBURSABLE		1,000.00	0.00	343.20	656.80	34.32
2120 GUIDANCE SERVICES						
01 2120 111 001	Guidance Salary HS	51,000.00	4,002.64	44,749.59	6,250.41	87.74
01 2120 111 002	Guidance Salary EL	17,000.00	1,334.21	14,916.45	2,083.55	87.74
01 2120 211 001	Guidance Health Insurance/Dis.	8,500.00	682.34	7,503.34	996.66	88.27
01 2120 211 002	Guidance Health Insurance-ELE	3,000.00	227.44	2,501.06	498.94	83.37
01 2120 221 001	Guidance Social Security- HS	4,000.00	345.18	3,852.04	147.96	96.30
01 2120 221 002	Guidance Social Security- ELE	1,400.00	115.05	1,283.95	116.05	91.71
01 2120 231 001	Guidance Retirement-HS	3,900.00	297.14	3,281.61	618.39	84.14
01 2120 231 002	Guidance Retirement-ELE	1,500.00	99.04	1,093.86	406.14	72.92
01 2120 237 001	Increased Retirement Contribution Rate	1,200.00	98.24	1,085.00	115.00	90.42
01 2120 237 002	Increased Retirement Contribution Rate	500.00	32.75	361.68	138.32	72.34
01 2120 610 001	Guidance Supplies - HS	4,000.00	12.89	2,541.66	1,458.34	63.54
01 2120 610 002	Guidance Supplies -ELE	1,000.00	0.00	0.00	1,000.00	0.00
01 2120 890 001	Misc. Expenses - HS	1,500.00	12.00	499.79	1,000.21	33.32
01 2120 890 002	Misc. Expenses - ELE	1,000.00	0.00	50.00	950.00	5.00

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
2120 GUIDANCE SERVICES		99,500.00	7,258.92	83,720.03	15,779.97	84.14
2141 PSYCH SERVICES						
01 2141 320 001	Professional Educational Services	23,000.00	1,415.33	15,568.63	7,431.37	67.69
01 2141 320 002	Professional Educational Services	23,000.00	1,415.33	15,568.63	7,431.37	67.69
2141 PSYCH SERVICES		46,000.00	2,830.66	31,137.26	14,862.74	67.69
2151 SPEECH THERAPY						
01 2151 591 001	Consultants, Program - HS	7,234.96	0.00	7,234.96	0.00	100.00
01 2151 591 002	Consultants, Program - ELE	50,424.08	0.00	50,424.08	0.00	100.00
01 2151 610 000	Speech Supplies	1,840.96	0.00	0.00	1,840.96	0.00
2151 SPEECH THERAPY		59,500.00	0.00	57,659.04	1,840.96	96.91
2161 OT SERVICES						
01 2161 591 001	Consultants, Program - HS	8,000.00	0.00	7,693.20	306.80	96.17
01 2161 591 002	Consultants, Program - ELE	14,000.00	0.00	13,676.80	323.20	97.69
2161 OT SERVICES		22,000.00	0.00	21,370.00	630.00	97.14
2171 PT SERVICES						
01 2171 591 001	Consultants, Program - HS	2,900.00	0.00	2,528.64	371.36	87.19
01 2171 591 002	Consultants, Program - ELE	4,600.00	0.00	4,495.36	104.64	97.73
2171 PT SERVICES		7,500.00	0.00	7,024.00	476.00	93.65
2213 Instructional Staff Training						
01 2213 330 001	Employee training & Dev.	2,500.00	0.00	2,350.50	149.50	94.02
2213 Instructional Staff Training		2,500.00	0.00	2,350.50	149.50	94.02
2220 LIBRARY-MEDIA SERVICES						
01 2220 111 001	Librarian Salary-HS	32,500.00	2,663.33	29,579.33	2,920.67	91.01
01 2220 111 002	Librarian Salary-ELE	32,500.00	2,663.34	29,579.44	2,920.56	91.01
01 2220 211 001	Librarian Health Insurance - HS	15,000.00	1,225.34	13,479.94	1,520.06	89.87
01 2220 211 002	Librarian Health Insurance - ELE	15,000.00	1,225.34	13,479.95	1,520.05	89.87
01 2220 221 001	Librarian Social Security-HS	2,600.00	202.54	2,249.56	350.44	86.52
01 2220 221 002	Librarian Social Security-ELE	2,600.00	202.54	2,249.56	350.44	86.52
01 2220 231 001	NPERS - Teachers HS	2,600.00	197.71	2,190.41	409.59	84.25
01 2220 231 002	Librarian Retirement - ELE	2,600.00	197.71	2,190.43	409.57	84.25
01 2220 237 001	Increased Retirement Contribution Rate	1,000.00	65.37	724.22	275.78	72.42
01 2220 237 002	Increased Retirement Contribution Rate	1,000.00	65.37	724.23	275.77	72.42
01 2220 610 001	Supplies. - HS	1,000.00	185.85	505.30	494.70	50.53
01 2220 610 002	Supplies. - ELE	1,000.00	269.94	832.01	167.99	83.20
01 2220 640 001	Library Books - HS	2,500.00	0.00	1,492.06	1,007.94	59.68
01 2220 640 002	Library Books - ELE	2,000.00	0.00	922.23	1,077.77	46.11
01 2220 890 001	Misc. Expenses - HS	500.00	0.00	91.75	408.25	18.35
01 2220 890 002	Misc. Expenses - ELE	500.00	0.00	41.58	458.42	8.32
2220 LIBRARY-MEDIA SERVICES		114,900.00	9,164.38	100,332.00	14,568.00	87.32
2310 BOARD OF EDUCATION						
01 2310 540 000	Advertising & Printing	3,000.00	71.74	2,087.42	912.58	69.58
01 2310 580 000	Travel Exp & Mileage	5,000.00	0.00	4,060.64	939.36	81.21
01 2310 610 000	Supplies & Expenses	6,000.00	0.00	6,000.00	0.00	100.00
01 2310 890 000	Misc Expenses	500.00	0.00	491.68	8.32	98.34
2310 BOARD OF EDUCATION		14,500.00	71.74	12,639.74	1,860.26	87.17
2320 EXECUTIVE ADMINISTRATION						
01 2320 105 000	Salary Of Administration	155,000.00	13,725.00	138,725.00	16,275.00	89.50
01 2320 116 000	Business Mgr. Salary	56,000.00	4,141.43	48,166.71	7,833.29	86.01
01 2320 136 000	Business Mngr - OT	1,500.00	0.00	304.82	1,195.18	20.32
01 2320 215 000	Health Insurance/Dis	31,000.00	2,495.44	27,451.88	3,548.12	88.55
01 2320 216 000	Insurance - Business Mrg.	11,500.00	905.26	9,959.13	1,540.87	86.60
01 2320 225 000	Social Security- ADM	12,000.00	1,027.27	10,385.82	1,614.18	86.55
01 2320 226 000	Social Security - Business Mrg.	5,000.00	380.42	4,407.69	592.31	88.15
01 2320 235 000	Retirement- ADM.	15,500.00	965.06	10,244.46	5,255.54	66.09
01 2320 236 000	Retirement - Business Mrg.	5,000.00	307.44	3,598.30	1,401.70	71.97
01 2320 237 000	Increased Retirement Contribution Rate	5,000.00	420.70	4,576.59	423.41	91.53
01 2320 580 000	Travel Exp & Mileage	6,000.00	292.19	5,425.81	574.19	90.43
01 2320 610 000	Supplies - Expenses	5,000.00	100.00	4,846.12	153.88	96.92
01 2320 810 000	Dues & Fees	6,000.00	0.00	5,004.00	996.00	83.40
01 2320 890 000	Misc. Expenses	6,000.00	90.00	5,152.11	847.89	85.87
2320 EXECUTIVE ADMINISTRATION		320,500.00	24,850.21	278,248.44	42,251.56	86.82
2330 DISTRICT LEGAL SERVICES						
01 2330 317 000	Legal Services	5,000.00	0.00	5,347.00	(347.00)	106.94

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
2330 DISTRICT LEGAL SERVICES		5,000.00	0.00	5,347.00	(347.00)	106.94
2410 OFFICE OF PRINCIPAL						
01 2410 110 001	Secretary - HS	19,500.00	613.64	16,003.36	3,496.64	82.07
01 2410 110 002	Secretary - EL	19,500.00	613.64	16,003.36	3,496.64	82.07
01 2410 111 001	Salary Of Principal - HS	91,000.00	7,562.50	83,187.50	7,812.50	91.41
01 2410 111 002	Salary Of Principal - ELE	88,500.00	6,123.46	78,933.90	9,566.10	89.19
01 2410 130 001	Overtime Pay - Non Instructional	250.00	0.00	45.48	204.52	18.19
01 2410 130 002	Overtime Pay - Non Instructional	250.00	0.00	45.45	204.55	18.18
01 2410 210 001	LTD Ins - Non Instructional	150.00	9.05	100.10	49.90	66.73
01 2410 210 002	LTD Ins - Non Instructional	150.00	9.06	100.06	49.94	66.71
01 2410 211 001	Health Insurance - HS	30,000.00	2,470.11	27,175.87	2,824.13	90.59
01 2410 211 002	Health Insurance - ELE	26,000.00	2,044.39	22,470.90	3,529.10	86.43
01 2410 220 001	SOCIAL SECURITY Non Instructional	1,600.00	43.83	1,193.41	406.59	74.59
01 2410 220 002	SOCIAL SECURITY Non Instructional	1,600.00	43.81	1,193.41	406.59	74.59
01 2410 221 001	Social Security - HS	7,000.00	566.09	6,226.99	773.01	88.96
01 2410 221 002	Social Security - ELE	7,000.00	465.25	6,002.40	997.60	85.75
01 2410 230 001	NPERS - Non Instructional	2,000.00	41.70	1,177.49	822.51	58.87
01 2410 230 002	NPERS - Non Instructional	2,000.00	41.69	1,177.51	822.49	58.88
01 2410 231 001	Retirement - HS	7,000.00	561.40	6,175.40	824.60	88.22
01 2410 231 002	Retirement - ELE	7,000.00	454.57	5,859.65	1,140.35	83.71
01 2410 237 001	Increased Retirement Contribution Rate	2,500.00	199.40	2,431.08	68.92	97.24
01 2410 237 002	Increased Retirement Contribution Rate	2,500.00	164.07	2,326.52	173.48	93.06
01 2410 580 001	Travel & Mileage - HS	7,000.00	352.06	6,380.88	619.12	91.16
01 2410 580 002	Travel & Mileage - ELE	1,000.00	0.00	83.69	916.31	8.37
01 2410 610 001	Supplies - HS	3,000.00	0.00	1,991.30	1,008.70	66.38
01 2410 610 002	Supplies - ELE	1,000.00	0.00	365.36	634.64	36.54
01 2410 810 001	Dues & Fees - HS	3,500.00	225.00	3,464.50	35.50	98.99
01 2410 810 002	Dues & Fees - ELE	2,000.00	0.00	85.00	1,915.00	4.25
01 2410 890 001	Misc Expense HS	8,000.00	50.00	7,252.70	747.30	90.66
01 2410 890 002	Misc Expense ELE	3,000.00	0.00	676.21	2,323.79	22.54
2410 OFFICE OF PRINCIPAL		344,000.00	22,654.72	298,129.48	45,870.52	86.67
2510 FISCAL SERVICES						
01 2510 352 000	Prof/tech Services Audit	12,600.00	0.00	13,165.29	(565.29)	104.49
01 2510 442 000	Copier Lease	8,000.00	552.70	6,079.70	1,920.30	76.00
01 2510 530 000	telephone	10,000.00	643.17	8,278.16	1,721.84	82.78
01 2510 531 000	Postage	4,000.00	3,500.00	3,697.37	302.63	92.43
01 2510 890 000	Misc Expenses	1,000.00	0.00	0.00	1,000.00	0.00
2510 FISCAL SERVICES		35,600.00	4,695.87	31,220.52	4,379.48	87.70
2610 OPERATION OF BUILDING						
01 2610 110 001	Custodians Salary - HS	60,000.00	3,652.99	42,015.84	17,984.16	70.03
01 2610 110 002	Custodians Salary - ELE	60,000.00	4,494.50	47,803.11	12,196.89	79.67
01 2610 130 001	Custodians - Overtime Pay HS	500.00	0.00	146.28	353.72	29.26
01 2610 130 002	Custodians - Overtime Pay ELE	500.00	0.00	146.25	353.75	29.25
01 2610 210 001	INSURANCE - Non-Instructional	1,000.00	29.73	302.21	697.79	30.22
01 2610 210 002	INSURANCE - Non-Instructional	1,000.00	27.55	304.11	695.89	30.41
01 2610 220 001	Social Security- HS	4,600.00	279.46	3,225.42	1,374.58	70.12
01 2610 220 002	Social Security- ELE	4,600.00	341.41	3,641.51	958.49	79.16
01 2610 230 001	Retirement - HS	4,600.00	232.57	3,091.33	1,508.67	67.20
01 2610 230 002	Retirement - ELE	4,600.00	295.05	3,520.90	1,079.10	76.54
01 2610 237 001	Increased Retirement Contribution Rate	1,500.00	76.90	1,022.06	477.94	68.14
01 2610 237 002	Increased Retirement Contribution Rate	1,500.00	97.53	1,164.01	335.99	77.60
01 2610 410 000	Water-sewer-trash	10,000.00	768.85	7,986.51	2,013.49	79.87
01 2610 520 000	Insurance	40,000.00	0.00	0.00	40,000.00	0.00
01 2610 610 000	Supplies - Expenses	25,000.00	615.97	25,529.60	(529.60)	102.12
01 2610 621 000	Electricity	80,000.00	3,921.24	63,770.35	16,229.65	79.71
01 2610 626 000	GAS	3,000.00	57.46	1,589.93	1,410.07	53.00
01 2610 720 000	Bldg & Grounds	40,000.00	790.75	40,749.72	(749.72)	101.87
01 2610 890 000	Misc. Expenses	5,000.00	999.68	1,786.01	3,213.99	35.72
2610 OPERATION OF BUILDING		347,400.00	16,681.64	247,795.15	99,604.85	71.33
2620 MAINTENANCE OF BUILDING						
01 2620 340 000	Repairman	15,000.00	1,656.50	11,484.85	3,515.15	76.57
01 2620 733 000	Furniture & Equipment Repair	5,000.00	0.00	0.00	5,000.00	0.00
01 2620 890 000	Misc Expenses	1,500.00	0.00	0.00	1,500.00	0.00
2620 MAINTENANCE OF BUILDING		21,500.00	1,656.50	11,484.85	10,015.15	53.42
2650 VEHICLE ACQUISITION AND MAINTENANCE						

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
01 2650 732 000	Vehicle Acquisition	50,000.00	0.00	46,655.64	3,344.36	93.31
2650 VEHICLE ACQUISITION AND MAINTENANCE		50,000.00	0.00	46,655.64	3,344.36	93.31
2710 REGULAR PUPIL TRANSPORTATION						
01 2710 110 000	Bus Drivers' Salaries	60,000.00	0.00	60,570.44	(570.44)	100.95
01 2710 120 000	Bus Drivers' Salaries (subs)	3,000.00	0.00	6,885.98	(3,885.98)	229.53
01 2710 210 000	Bus Drivers' Ins.- LTD	1,000.00	12.67	378.79	621.21	37.88
01 2710 220 000	Social Security	5,000.00	0.00	5,156.29	(156.29)	103.13
01 2710 230 000	Bus Drivers' Retirement	5,000.00	0.00	2,154.55	2,845.45	43.09
01 2710 237 000	Increased Retirement Contribution Rate	1,500.00	0.00	712.41	787.59	47.49
01 2710 519 000	Student Mileage to Parents	10,000.00	0.00	3,383.87	6,616.13	33.84
01 2710 626 000	Gas & Oil	40,000.00	769.86	28,606.83	11,393.17	71.52
01 2710 890 000	Misc Expenses	5,000.00	1,377.22	4,127.58	872.42	82.55
2710 REGULAR PUPIL TRANSPORTATION		130,500.00	2,159.75	111,976.74	18,523.26	85.81
2712 SCHOOL AGE SPEC ED TRANSPORT						
01 2712 110 001	SPED Transportation - HS	5,000.00	0.00	0.00	5,000.00	0.00
01 2712 210 001	INSURANCE - Non-Instructional	50.00	0.00	0.00	50.00	0.00
01 2712 220 001	SPED Social Security- HS	400.00	0.00	0.00	400.00	0.00
01 2712 230 001	SPED Retirement- HS	500.00	0.00	0.00	500.00	0.00
01 2712 290 000	SPED Other Benefits	100.00	0.00	0.00	100.00	0.00
01 2712 626 000	SPED Gas & Oil	1,000.00	0.00	60.00	940.00	6.00
2712 SCHOOL AGE SPEC ED TRANSPORT		7,050.00	0.00	60.00	6,990.00	0.85
2730 VEHICLE SERVICES						
01 2730 610 000	Bus Maintenance/tires	30,000.00	0.00	33,714.11	(3,714.11)	112.38
2730 VEHICLE SERVICES		30,000.00	0.00	33,714.11	(3,714.11)	112.38
3300 COMMUNITY SERVICES						
01 3300 890 000	Community Services Misc	15,000.00	984.67	12,963.33	2,036.67	86.42
3300 COMMUNITY SERVICES		15,000.00	984.67	12,963.33	2,036.67	86.42
3500 STATE CATEGORICAL PROGRAMS						
01 3500 810 000	Dues/fees	0.00	0.00	0.00	0.00	0.00
3500 STATE CATEGORICAL PROGRAMS		0.00	0.00	0.00	0.00	0.00
3535 HIGH ABILITY LEARNERS						
01 3535 610 000	High Ability Learner Grant	4,000.00	230.00	2,392.63	1,607.37	59.82
3535 HIGH ABILITY LEARNERS		4,000.00	230.00	2,392.63	1,607.37	59.82
3599 GRANTS						
01 3599 610 000 153	Grants	15,000.00	3,000.00	9,797.80	5,202.20	65.32
3599 GRANTS		15,000.00	3,000.00	9,797.80	5,202.20	65.32
6200 TITLE I, PART A NCLB IMPROV THE ACADEM						
01 6200 111 002	Title I Salaries Teachers Pro. Staff EL	27,500.00	0.00	27,500.00	0.00	100.00
01 6200 211 002	TITLE I, Insurance - ELE	5,800.00	0.00	5,083.40	716.60	87.64
01 6200 221 002	Title I Social Security EL	2,700.00	0.00	2,466.25	233.75	91.34
01 6200 231 002	TITLE I NPERS EL	2,300.00	0.00	2,041.47	258.53	88.76
01 6200 237 002	Increased Retirement Contribution Rate	700.00	0.00	674.95	25.05	96.42
01 6200 395 000	Title I ESU16 Contract	3,000.00	0.00	2,898.80	101.20	96.63
01 6200 610 000	Title I Homeless	100.00	0.00	0.00	100.00	0.00
6200 TITLE I, PART A NCLB IMPROV THE ACADEM		42,100.00	0.00	40,664.87	1,435.13	96.59
6210 TITLE I NCLB IMPROVING BSC PRGRMS ACCNT						
01 6210 610 000	misc.	1,000.00	0.00	0.00	1,000.00	0.00
6210 TITLE I NCLB IMPROVING BSC PRGRMS ACCNT		1,000.00	0.00	0.00	1,000.00	0.00
6310 TITLE II, PART A NCLB TCHR QUAL GRANTS						
01 6310 220 001	Title IIA: Soc Security Training & Dev.	500.00	0.00	0.00	500.00	0.00
01 6310 220 002	Title IIA: Soc Security Training & Dev.	500.00	0.00	0.00	500.00	0.00
01 6310 230 001	Title IIA: NPERS Training & Dev	400.00	0.00	0.00	400.00	0.00
01 6310 230 002	Title IIA: NPERS Training & Dev	100.00	0.00	0.00	100.00	0.00
01 6310 237 001	Increased Retirement Contribution Rate	100.00	0.00	0.00	100.00	0.00
01 6310 237 002	Title IIA: NPERS Training & Dev	400.00	0.00	0.00	400.00	0.00
01 6310 330 001	Title IIA: Training & Dev.	1,000.00	0.00	0.00	1,000.00	0.00
01 6310 330 002	Title IIA: Training & Dev	1,000.00	0.00	0.00	1,000.00	0.00
6310 TITLE II, PART A NCLB TCHR QUAL GRANTS		4,000.00	0.00	0.00	4,000.00	0.00
6406 IDEA PRESCHOOL(619) BASE ALLOC						
01 6406 591 000	IDEA 619	1,103.00	0.00	1,103.00	0.00	100.00
6406 IDEA PRESCHOOL(619) BASE ALLOC		1,103.00	0.00	1,103.00	0.00	100.00
6408 IDEA ENROLLMENT/POVERTY						
01 6408 111 002	IDEA Salaries Teachers ELE	5,900.00	489.11	5,348.25	551.75	90.65

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
01 6408 211 002	IDEA INSURANCE - Teachers	2,950.00	242.47	2,685.10	264.90	91.02
01 6408 221 002	IDEA SOCIAL SECURITY -Teachers	450.00	37.42	396.67	53.33	88.15
01 6408 231 002	IDEA NPERS - Teachers	450.00	36.31	397.03	52.97	88.23
01 6408 237 002	IDEA Increased Retirement Contribution Rate	150.00	12.00	131.22	18.78	87.48
01 6408 591 000	IDEA Enrollment/Poverty	37,765.00	0.00	36,078.12	1,686.88	95.53
6408 IDEA ENROLLMENT/POVERTY		47,665.00	817.31	45,036.39	2,628.61	94.49
6412 IDEA PART B PROPORTIONATE SHARE						
01 6412 591 002	IDEA Part B PEaK - HS	1,393.00	0.00	0.00	1,393.00	0.00
6412 IDEA PART B PROPORTIONATE SHARE		1,393.00	0.00	0.00	1,393.00	0.00
6418 IDEA PART B PEaK						
01 6418 320 002	IDEA Part B PEak ELE	0.00	0.00	0.00	0.00	0.00
6418 IDEA PART B PEaK		0.00	0.00	0.00	0.00	0.00
6421 IDEA Part B ARP						
01 6421 611 000	IDEA Part B ARP	0.00	0.00	0.00	0.00	0.00
6421 IDEA Part B ARP		0.00	0.00	0.00	0.00	0.00
6422 IDEA Part B ARP						
01 6422 619 000	IDEA Part B ARP	0.00	0.00	0.00	0.00	0.00
6422 IDEA Part B ARP		0.00	0.00	0.00	0.00	0.00
6969 TITLE IV-A						
01 6969 320 001	Title IV Prof Ed - HS	5,000.00	416.67	4,583.37	416.63	91.67
01 6969 320 002	Title IV A ELE	5,000.00	416.67	4,583.37	416.63	91.67
6969 TITLE IV-A		10,000.00	833.34	9,166.74	833.26	91.67
6992 REAP						
01 6992 610 000	Reap Grant	25,000.00	1,483.25	15,250.21	9,749.79	61.00
6992 REAP		25,000.00	1,483.25	15,250.21	9,749.79	61.00
6998 ESSERS - 3						
01 6998 111 002	Regular Salaries Teachers Ele	0.00	0.00	0.00	0.00	0.00
01 6998 211 002	INSURANCE - Teachers	0.00	0.00	0.00	0.00	0.00
01 6998 221 002	SOCIAL SECURITY -Teachers Ele	0.00	0.00	0.00	0.00	0.00
01 6998 231 002	NPERS - Teachers	0.00	0.00	0.00	0.00	0.00
01 6998 237 002	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00	0.00
01 6998 610 000	Supplies - Expenses	65,717.00	8,974.31	59,815.87	5,901.13	91.02
6998 ESSERS - 3		65,717.00	8,974.31	59,815.87	5,901.13	91.02
8000 TRANSFERS (OUTGOING)						
01 8000 912 000	Lunch	20,000.00	0.00	20,000.00	0.00	100.00
01 8000 913 000	Transfer/activity Fund	10,000.00	0.00	10,000.00	0.00	100.00
8000 TRANSFERS (OUTGOING)		30,000.00	0.00	30,000.00	0.00	100.00
01 GENERAL FUND		4,744,612.00	299,793.48	3,967,039.84	777,572.16	83.61

Payee Type: Vendor **Check Type: Check** **Checking Account ID: 1**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
33505	07/15/2024				USBANK	US Bank Credit Card	3,156.08
33506	07/15/2024				REVOLVINGB	Revolving Business Account	1,940.50
33515	07/15/2024				ALLTEAM	AllTeam Sportswear	1,671.00
33516	07/15/2024				APPTEGY	Apptegy	3,495.00
33517	07/15/2024				BLACKHILLS	Black Hills Energy	57.46
33518	07/15/2024				BSNSPORTS	BSN Sports, Inc.	2,799.98
33519	07/15/2024				CMCNEPTUNE	CMC Neptune	1,000.00
33520	07/15/2024				CONSOLIDA2	Consolidated, Inc.	541.85
33521	07/15/2024				DACKDEL	Del Dack	172.86
33522	07/15/2024				ESU16INV	Educational Service Unit #16	230.00
33523	07/15/2024				HARCOATH	Harco Athletic Reconditioning, Inc.	2,240.00
33524	07/15/2024				HAUFFSPORT	Hauff Sports	1,690.44
33525	07/15/2024				HERSHEYPUB	Hershey Public Schools	3,023.84
33526	07/15/2024				HINTONSLOC	Hinton's Lock & Alarm, Inc.	790.75
33527	07/15/2024				HOMETOWNLE	Hometown Leasing	552.70
33528	07/15/2024				HOTLUNCHFU	Hot Lunch Fund	342.00
33529	07/15/2024				KEITHCOUN1	Keith County News Inc	71.74
33530	07/15/2024				MATHESONTR	Matheson Tri-Gas Inc.	64.09
33531	07/15/2024				MCABEESTA	Stacy McAbee	213.06
33532	07/15/2024				MCCONNELLD	Luke McConnell	5,462.00
33533	07/15/2024				MCGRAWHILL	Mcgraw-Hill Companies, Inc.	3,796.71
33534	07/15/2024				MENARDS	Menards	48.49
33535	07/15/2024				MULLEMEGA1	Megan Mullen	136.13
33536	07/15/2024				MYCENTRAL	My Central Supply	211.66
33537	07/15/2024				NEBRASKAC2	Nebraska Council Of Sch Admin	225.00
33538	07/15/2024				NPPD	Nebraska Public Power District	3,921.24
33539	07/15/2024				NEBRASKATR	Nebraska Truck Center, Inc	984.67
33540	07/15/2024				PARCOSCI	Parco Scientific Company	55.00
33541	07/15/2024				PAXTONGROC	Paxton Grocery & Meats	38.16
33542	07/15/2024				PITSCOEDUC	Pitsco Education, LLC	4,243.40
33543	07/15/2024				POSTMASTER	Postmaster	3,500.00
33544	07/15/2024				POWERSCHOO	PowerSchool Group LLC	4,633.90
33545	07/15/2024				PRESTOX	PrestoX	95.32
33546	07/15/2024				RAPIDS	Rapids	21.28
33547	07/15/2024				REALLYGREA	Really Great Reading	3,812.60
33548	07/15/2024				SCENARIOLE	Scenario Learning LLC	1,365.00
33549	07/15/2024				SCHOOLSPEC	School Specialty, LLC	143.99
33550	07/15/2024				SCOTTIESPO	Scotties Potties Inc.	390.00
33551	07/15/2024				SLEEPINN	Sleep Inn and Suites	139.00
33552	07/15/2024				TOXICGRAPH	Toxic Graphic	2,376.90
33553	07/15/2024				VERIZON	Verizon	57.08
33554	07/15/2024				VILLAGEOFP	Village Of Paxton, Inc.	768.85
33555	07/15/2024				WEX	WEX Fleet Universal	680.91
33556	07/15/2024				YANDASMUSI	Yanda's Music & Pro Audio	465.77

Checking Account ID:	1	Void Total:	0.00	Total without Voids:	61,626.41
Check Type Total:	Check	Void Total:	0.00	Total without Voids:	61,626.41
Payee Type Total:	Vendor	Void Total:	0.00	Total without Voids:	61,626.41
	Grand Total:	Void Total:	0.00	Total without Voids:	61,626.41

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
	7374	AllTeam Sportswear	07/15/2024	1,671.00
01 1100 610 001		Basketballs, Volleyballs & Equip	1,671.00	
Total AllTeam Sportswear			1,671.00	
	24127	Apptegy	07/17/2024	3,495.00
01 1100 643 001		Web-based Software - Thrillshare	3,495.00	
Total Apptegy			3,495.00	
	07.15.24-0001	Black Hills Energy	07/15/2024	57.46
01 2610 626 000		Natural Gas Expenses	57.46	
Total Black Hills Energy			57.46	
	925884794	BSN Sports, Inc.	07/11/2024	2,799.98
01 1100 733 000		15' Player Bench w/Shelf	2,799.98	
Total BSN Sports, Inc.			2,799.98	
	18085	CMC Neptune	07/17/2024	1,000.00
01 1100 643 001		Game Time Music Library	1,000.00	
Total CMC Neptune			1,000.00	
	07.15.24-0001	Consolidated, Inc.	07/17/2024	541.85
01 2510 530 000		Telephone Service	456.00	
01 2510 530 000		Telephone Service	85.85	
Total Consolidated, Inc.			541.85	
	07.15.2024-0001	Dack, Del	07/14/2024	172.86
01 2320 580 000		258 @ .67 Mile NASB Leaders & Law Conf	172.86	
Total Dack, Del			172.86	
	2014-0001	Educational Service Unit #16	07/13/2024	230.00
01 3535 610 000		Regional Science Olympiad	230.00	
Total Educational Service Unit #16			230.00	
	29743	Harco Athletic Reconditioning, Inc.	07/18/2024	2,240.00
01 1100 890 000		FB Helments	2,240.00	
Total Harco Athletic Reconditioning, Inc.			2,240.00	
	146372	Hauff Sports	07/15/2024	1,690.44
01 1100 610 001		Basketballs, Volleyballs & Footballs	1,690.44	
Total Hauff Sports			1,690.44	
	07.15.24-0001	Hershey Public Schools	07/17/2024	3,023.84
01 1100 111 001		DL Spanish - Salary	2,208.25	
01 1100 221 001		DL Spanish - FICA	168.93	
01 1100 231 001		DL Spanish - Retirement	215.97	
01 1100 211 001		DL Spanish - Insurance	430.69	
Total Hershey Public Schools			3,023.84	
	13277	Hinton's Lock & Alarm, Inc.	07/11/2024	790.75
01 2610 720 000		Multi-Purpose Room Security	790.75	
Total Hinton's Lock & Alarm, Inc.			790.75	

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
	07.15.24-0001	Hometown Leasing	07/13/2024	552.70
01 2510 442 000		Copier Lease	552.70	
Total Hometown Leasing			552.70	
	2023 - 2024	Hot Lunch Fund	07/12/2024	342.00
01 1100 610 002		Preschool 684 milks @ $.50/ea	342.00	
Total Hot Lunch Fund			342.00	
	07.15.24-0001	Keith County News Inc	07/17/2024	71.74
01 2310 540 000		Advertising	71.74	
Total Keith County News Inc			71.74	
	52366818-0001	Matheson Tri-Gas Inc.	07/12/2024	64.09
01 1100 610 001 412		Industrial Tech - Monthly	64.09	
Total Matheson Tri-Gas Inc.			64.09	
	07.15.24-0001	McAbee, Stacy	07/12/2024	213.06
01 2410 580 001		NASB Leaders Law & RPAC All Star Games	213.06	
Total McAbee, Stacy			213.06	
	07.15.24-0001	McConnell, Luke	07/15/2024	5,462.00
01 1200 591 001		Contract Services: Chessmore	899.00	
01 1200 591 002		Contract Services: Chessmore	899.00	
01 2141 320 001		Contract Services: McConnell	1,415.33	
01 2141 320 002		Contract Services: McConnell	1,415.33	
01 6969 320 001		Contract Services: McConnell	416.67	
01 6969 320 002		Contract Services: McConnell	416.67	
Total McConnell, Luke			5,462.00	
	1327397690-0001	Mcgraw-Hill Companies, Inc.	07/09/2024	1,603.38
01 6998 610 000		HS Accelerated Math PO 03670	1,603.38	
	1327444560-0001	Mcgraw-Hill Companies, Inc.	07/09/2024	2,149.20
01 6998 610 000		Reveal Algebra PO 03669	2,149.20	
	1328003590-0001	Mcgraw-Hill Companies, Inc.	07/09/2024	44.13
01 6998 610 000		HS Accelerated Math PO 03670	44.13	
Total Mcgraw-Hill Companies, Inc.			3,796.71	
	98092	Menards	07/12/2024	48.49
01 2610 610 000		Maintenance supplies	48.49	
Total Menards			48.49	
	07.15.2024	Mullen, Megan	07/13/2024	136.13
01 1100 111 002		Professional: State BOE Recognition	136.13	
Total Mullen, Megan			136.13	
	4043	My Central Supply	07/15/2024	211.66
01 1100 610 001 414		COOP Supplies - Stevenson	39.90	
01 1100 610 001		COOP Supplies - HS	60.68	
01 1100 610 002		COOP Supplies - ELE	111.08	
Total My Central Supply			211.66	
	AUG 2024 - MCABEE	Nebraska Council Of Sch Admin	07/14/2024	225.00

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
01 2410 810 001		Admin Days 2024	225.00	
Total Nebraska Council Of Sch Admin			225.00	
	07.17.24-0001	Nebraska Public Power District	07/15/2024	3,921.24
01 2610 621 000		Electricity	38.76	
01 2610 621 000		Electricity	3,882.48	
Total Nebraska Public Power District			3,921.24	
	NPL012066	Nebraska Truck Center, Inc	07/14/2024	984.67
01 2710 890 000		2015 Thomas - Air Conditioner	984.67	
Total Nebraska Truck Center, Inc			984.67	
	PU121799	Parco Scientific Company	07/17/2024	55.00
01 1100 610 001 414		Test Tubes - Stevenson	55.00	
Total Parco Scientific Company			55.00	
	2506	Paxton Grocery & Meats	07/11/2024	14.78
01 2610 610 000		Maint - Bug Spray	14.78	
	2510	Paxton Grocery & Meats	07/11/2024	23.38
01 2610 610 000		Maint - Swifter	23.38	
Total Paxton Grocery & Meats			38.16	
	24-000010957	Pitsco Education, LLC	07/15/2024	1,352.40
01 3599 610 000 153		Drone Maker Kit - Grant	1,352.40	
	24-000012341	Pitsco Education, LLC	07/15/2024	2,891.00
01 3599 610 000 153		Drone Maker Kit - Grant	1,407.75	
01 6992 610 000		Drone Maker Kit - Grant	1,483.25	
Total Pitsco Education, LLC			4,243.40	
	07.15.2023	Postmaster	07/15/2024	3,500.00
01 2510 531 000		Postage Account Transfer	3,500.00	
Total Postmaster			3,500.00	
	405996	PowerSchool Group LLC	07/01/2024	4,633.90
01 1100 643 001		Powerschool Hosting & Maintenance	2,386.12	
01 1100 643 002		Powerschool Hosting & Maintenance	2,247.78	
Total PowerSchool Group LLC			4,633.90	
	61512503-0001	PrestoX	07/15/2024	95.32
01 2610 610 000		Monthly Pest Services	95.32	
Total PrestoX			95.32	
	I2023163	Rapids	07/24/2024	21.28
01 1100 610 001		Disher - Dickmander	21.28	
Total Rapids			21.28	
	47349	Really Great Reading	07/03/2024	2,314.60
01 6998 610 000		ESSER 3 - Reading	2,314.60	
	47349-2	Really Great Reading	07/03/2024	1,498.00
01 6998 610 000		ESSER 3 - Reading	1,498.00	
Total Really Great Reading			3,812.60	
	96457	Scenario Learning LLC	07/16/2024	1,365.00

PO Number / Account Number	Invoice Number	Vendor Name / Detail Description	Invoice Date	Amount	Amount
01 6998 610 000		ESSER III Online Student Training		1,365.00	
Total Scenario Learning LLC				1,365.00	
	308104520399	School Specialty, LLC	07/08/2024		143.99
01 1100 610 002		Supplies - Coop		78.20	
01 1100 610 001		Supplies - Coop		34.98	
01 1100 610 001 414		Supplies - Coop Stevenson		1.38	
01 1100 610 001 416		Supplies - Coop White		17.52	
01 1100 610 002		Supplies - Coop Supply		11.91	
Total School Specialty, LLC				143.99	
	07.15.24-0001	Scotties Potties Inc.	07/17/2024		390.00
01 2610 610 000		Pottie Rental Track & Bus		390.00	
Total Scotties Potties Inc.				390.00	
	071524	Sleep Inn and Suites	07/31/2024		139.00
01 2410 580 001		State Science Olympiad - McAbee		139.00	
Total Sleep Inn and Suites				139.00	
	VINYL-2023	Toxic Graphic	07/12/2024		999.68
01 2610 890 000		Window Panels		999.68	
	VINYL-2024	Toxic Graphic	07/12/2024		1,377.22
01 2710 890 000		Van Decals		1,377.22	
Total Toxic Graphic				2,376.90	
	07.15.24-0001	Verizon	07/17/2024		57.08
01 2510 530 000		Telephone Expense		57.08	
Total Verizon				57.08	
	07.15.24-0001	Village Of Paxton, Inc.	07/17/2024		768.85
01 2610 410 000		Water - Sewer - Trash		43.89	
01 2610 410 000		Water - Sewer - Trash		724.96	
Total Village Of Paxton, Inc.				768.85	
	07.15.24-0001	WEX Fleet Universal	07/12/2024		680.91
01 2710 626 000		Fuel and Oil		680.91	
Total WEX Fleet Universal				680.91	
	707066	Yanda's Music & Pro Audio	07/14/2024		64.80
01 1100 610 001 413		Baritone / Euphonium Repairs E0724		64.80	
	707337	Yanda's Music & Pro Audio	07/14/2024		75.60
01 1100 610 001 413		Baritone / Euphonium Repairs E02814		75.60	
	707364	Yanda's Music & Pro Audio	07/14/2024		86.40
01 1100 610 001 413		Tuba / Sousaphone Repairs J00809		86.40	
	707391	Yanda's Music & Pro Audio	07/14/2024		54.00
01 1100 610 001 413		Double French Horn Repairs 16400432		54.00	
	707863	Yanda's Music & Pro Audio	07/14/2024		29.00
01 1100 610 001 413		Snare Drum Repairs 739749		29.00	
	707865	Yanda's Music & Pro Audio	07/14/2024		51.99
01 1100 610 001 413		Snare Drum Repairs 9346		51.99	
	707869	Yanda's Music & Pro Audio	07/14/2024		51.99
01 1100 610 001 413		Snare Drum Repairs 0LX01302		51.99	
	707877	Yanda's Music & Pro Audio	07/14/2024		51.99
01 1100 610 001 413		Snare Drum Repairs Ludwig 1840890		51.99	

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Total	Yanda's Music & Pro Audio			465.77
Fund Number	01			56,529.83
Checking Account ID	1			56,529.83

PO Number / Account Number	Invoice Number	Vendor Name / Detail Description	Invoice Date	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND		
	JUL 24 SPENCER	AAA Driver	07/12/2024	12.00
01 2120 890 001		Drivers Ed Training	12.00	
Total AAA Driver			12.00	
	jul 24 6812	Amazon.com	07/17/2024	239.85
01 3599 610 000 153		Drone - Applegate Grant	239.85	
	JUL 24 SPENCER	Amazon.com	07/09/2024	12.89
01 2120 610 001		Monthly Subscription	12.89	
	JUL 24 STORER 1	Amazon.com	07/12/2024	14.13
01 1100 610 002		Teaching Supplies	14.13	
	JUL 24 STORER 2	Amazon.com	07/12/2024	9.99
01 1100 610 002		Teaching Supplies	6.80	
01 1100 610 002 417		STEM Maker Space	3.19	
	JUL 24 STORER 3	Amazon.com	07/12/2024	80.85
01 1100 610 002 417		STEM Maker Space	80.85	
Total Amazon.com			357.71	
	JUL 24 Dack	Big 10 Sports Bar	07/15/2024	10.33
01 2320 580 000		State Board Meeting for Mrs. Mullen	10.33	
Total Big 10 Sports Bar			10.33	
	JUL 24 STORER	Demco	07/12/2024	196.05
01 2220 610 002		Library Supplies	98.00	
01 2220 610 001		Library Supplies	98.05	
Total Demco			196.05	
	JUL 24 Dack	Fairfield Inn & Suites	07/15/2024	127.24
01 2320 580 000		State Board Meeting for Mrs. Mullen	127.24	
	JUL 24 Dack 1	Fairfield Inn & Suites	07/15/2024	(18.24)
01 2320 580 000		Sales tax refunded	(18.24)	
Total Fairfield Inn & Suites			109.00	
	JUL 24 STORER 1	Library Store (The)	07/12/2024	177.80
01 2220 610 002		Library Supplies	90.00	
01 2220 610 001		Library Supplies	87.80	
	JUL 24 STORER 2	Library Store (The)	07/12/2024	(5.17)
01 2220 610 002		Library Supplies	(5.17)	
Total Library Store (The)			172.63	
	JUL 24 SCHUTZ	Mosyle Corporation	07/17/2024	1,501.50
01 1100 643 001		License Fee	1,501.50	
Total Mosyle Corporation			1,501.50	
	JUL 24 JORGENSEN S	Nebraska Coaches Assoc.	07/29/2024	52.00
01 1100 890 000		Membership clinic dues Potts	52.00	
	JUL 24 JORGENSEN S 2	Nebraska Coaches Assoc.	07/29/2024	119.60
01 1100 890 000		Membership clinic dues Hebbert	119.60	
Total Nebraska Coaches Assoc.			171.60	
	JUL 24 MORLAND 1	Pronto Pit Stop	07/11/2024	16.23

PO Number	Invoice Number	Vendor Name	Invoice Date		Amount
Account Number		Detail Description		Amount	
01 2710 626 000		Fuel		16.23	
	JUL 24 MORLAND 2	Pronto Pit Stop	07/11/2024		40.00
01 2710 626 000		Fuel		40.00	
	JUL 24 MORLAND 3	Pronto Pit Stop	07/11/2024		16.22
01 2710 626 000		Fuel		16.22	
	JUL 24 MORLAND 4	Pronto Pit Stop	07/11/2024		16.50
01 2710 626 000		Fuel		16.50	
Total Pronto Pit Stop				88.95	
	JUL 24 STORER	Really Good Stuff, LLC	07/12/2024		87.11
01 2220 610 002		Library Supplies		87.11	
Total Really Good Stuff, LLC				87.11	
	JUL 24 STATES	Teacher Pay Teacher	07/15/2024		46.23
01 1100 610 002		Classroom - 3rd Grade Grammar		46.23	
	JUL 24 STORER	Teacher Pay Teacher	07/12/2024		65.58
01 1100 610 002		Reading Supplies		65.58	
Total Teacher Pay Teacher				111.81	
	JUL 24 DACK	Teaching Strategies, LLC	07/16/2024		293.15
01 1100 643 002		Online Assessment Preschool		293.15	
Total Teaching Strategies, LLC				293.15	
	JUL 24 7042	Verizon	07/17/2024		44.24
01 2510 530 000		Telephone Expense		44.24	
Total Verizon				44.24	
Fund Number 01				3,156.08	
Checking Account ID 1				3,156.08	

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
Checking Account ID 1		Fund Number 01 GENERAL FUND		
	2552 - MAINTENANCE	Chance Morland	07/30/2024	44.00
01 2610 610 000		Ace Hardware 6/19/24 - Hose & Clamps	44.00	
Total Chance Morland			44.00	
	2545 - SR BRK	City Bakery	07/30/2024	50.00
01 2410 890 001		Senior Breakfast	50.00	
Total City Bakery			50.00	
	2549 - Auction	Fote, Colton	07/13/2024	45.00
01 2320 890 000		Setup for Online Auction	45.00	
Total Fote, Colton			45.00	
	2548 - Auction	Fote, Ella	07/13/2024	45.00
01 2320 890 000		Setup for Online Auction	45.00	
Total Fote, Ella			45.00	
	2550 - ELECTION	Keith County Clerk	07/12/2024	100.00
01 2320 610 000		Candidates for Primary Election 2024	100.00	
Total Keith County Clerk			100.00	
	2551 - COOLING	Reese Mechanical, Inc.	07/11/2024	1,656.50
01 2620 340 000		4th grade (Actuator) & IT (Thermostat)	1,656.50	
Total Reese Mechanical, Inc.			1,656.50	
Fund Number 01			1,940.50	
Checking Account ID 1			1,940.50	

Fund: 06 LUNCH FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
06 1000	Beginning Balance	11,189.00	0.00	0.00	0.00	11,189.00
06 1611	Daily Sales - Reimbursable	38,000.00	641.60	32,415.05	85.30	5,584.95
06 1620	Daily sales - Non reimbursable	0.00	586.00	18,532.70	0.00	(18,532.70)
	Subtotal: 1000	49,189.00	1,227.60	50,947.75	103.58	(1,758.75)
06 3150	State Reimbursement	0.00	0.00	0.00	0.00	0.00
	Subtotal: 3000	0.00	0.00	0.00	0.00	0.00
06 4210	Federal Reimbursement	89,000.00	5,188.37	66,105.53	74.28	22,894.47
	Subtotal: 4000	89,000.00	5,188.37	66,105.53	74.28	22,894.47
06 5200	Transfer	20,000.00	0.00	20,000.00	100.00	0.00
06 5690	Other Non-Revenue Receipts	100,000.00	0.52	3,777.70	3.78	96,222.30
	Subtotal: Debt Services	120,000.00	0.52	23,777.70	19.81	96,222.30
	Fund Total:	258,189.00	6,416.49	140,830.98	54.55	117,358.02

Receipt Number	Received From ID/Name	Receipt Date	Description	Receipt Key	Amount
	REVTRAK RevTrak	06/20/2024	Daily Sales	3180	12.32
	STATEOFNEB State of Nebraska	06/22/2024	LUNCH-SECT 4 6CENT FY2024	3181	120.64
	STATEOFNEB State of Nebraska	06/22/2024	LUNCH-SECTION 4 FY 2024	3182	603.20
	STATEOFNEB State of Nebraska	06/22/2024	LUNCH-SECTION 11 FY 2024	3183	2,797.55
	STATEOFNEB State of Nebraska	06/22/2024	BREAKFAST FY 2024	3184	1,226.87
	STATEOFNEB State of Nebraska	06/16/2024	STATE BREAKFAST/LUNCH MATCH	3185	440.11
	PERLINGERC Perlinger Cher	06/09/2024	Daily Sales	3186	965.80
	PERLINGERC Perlinger Cher	06/20/2024	Daily Sales	3187	250.00
				Report Total:	6,416.49

Receipt Number: **Received From: REVTRAK RevTrak** **Receipt Date: 06/20/2024** **Receipt Key: 3180** **Amount: 12.32**

Description: Daily Sales Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 1611	Daily Sales - Reimbursable	11.80	06 101	
06 5690	4.37% Service Charge	0.52	06 101	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/22/2024** **Receipt Key: 3181** **Amount: 120.64**

Description: LUNCH-SECT 4 6CENT FY2024 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 4210	LUNCH-SECT 4 6CENT FY2024	120.64	06 101	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/22/2024** **Receipt Key: 3182** **Amount: 603.20**

Description: LUNCH-SECTION 4 FY 2024 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 4210	LUNCH-SECTION 4 FY 2024	603.20	06 101	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/22/2024** **Receipt Key: 3183** **Amount: 2,797.55**

Description: LUNCH-SECTION 11 FY 2024 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 4210	LUNCH-SECTION 11 FY 2024	2,797.55	06 101	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/22/2024** **Receipt Key: 3184** **Amount: 1,226.87**

Description: BREAKFAST FY 2024 Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 4210	BREAKFAST FY 2024	1,226.87	06 101	

Receipt Number: **Received From: STATEOFNEB State of Nebraska** **Receipt Date: 06/16/2024** **Receipt Key: 3185** **Amount: 440.11**

Description: STATE BREAKFAST/LUNCH MATCH Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 4210	STATE LUNCH MATCH	225.86	06 101	
06 4210	STATE BREAKFAST MATCH	214.25	06 101	

Receipt Number: **Received From: PERLINGERC Perlinger Cher** **Receipt Date: 06/09/2024** **Receipt Key: 3186** **Amount: 965.80**

Description: Daily Sales Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 1611	Daily Sales Reimbursable	379.80	06 101	
06 1620	Daily Sales Non-Reimbursable	586.00	06 101	

Receipt Number: **Received From: PERLINGERC Perlinger Cher** **Receipt Date: 06/20/2024** **Receipt Key: 3187** **Amount: 250.00**

Description: Daily Sales Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
06 1611	Daily Sales Reimbursable	250.00	06 101	

Summary Totals

Account Type		Cash Accounts		Receivable Accounts
Subtotal Revenue	6,416.49	06 101	6,416.49	
Subtotal Expense		Total:	6,416.49	
Subtotal General Ledger				
Total:	6,416.49			

Account Number	Account Description	Budget	During Month	YTD Expenses	Budget Balance at EOM	% of Budget w/o Encumbrances
06 LUNCH FUND						
3100 Food Service Operations						
06 3100 110 000	Lunch Fund Salaries	81,000.00	114.16	74,893.65	6,106.35	92.46
06 3100 130 000	Lunch Fund OT Pay	1,000.00	0.00	186.41	813.59	18.64
06 3100 210 000	Lunch Fund Dist Health	500.00	35.24	376.13	123.87	75.23
06 3100 220 000	Lunch Fund Dist Fica	6,300.00	9.49	5,552.74	747.26	88.14
06 3100 230 000	Lunch Fund District Ret	6,300.00	9.20	5,498.42	801.58	87.28
06 3100 237 000	Increased Retirement Contribution Rate	2,000.00	3.04	1,817.81	182.19	90.89
06 3100 630 000	Hot Lunch Supplies	58,089.00	0.00	58,079.57	9.43	99.98
06 3100 695 000	Lunch Other Misc Expenses	101,500.00	529.20	8,968.29	92,531.71	8.84
06 3100 890 000	Hot Lunch Travel & Conference	1,500.00	359.85	839.85	660.15	55.99
3100 Food Service Operations		258,189.00	1,060.18	156,212.87	101,976.13	60.50
06 LUNCH FUND		258,189.00	1,060.18	156,212.87	101,976.13	60.50

Payee Type: Vendor **Check Type: Automatic Payment** **Checking Account ID: 6**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
292120130	07/12/2024				REVTRAK	RevTrak	10.11

Checking Account ID:	6	Void Total:	0.00	Total without Voids:		10.11
Check Type Total:	Automatic Payment	Void Total:	0.00	Total without Voids:		10.11

Payee Type: Vendor **Check Type: Check** **Checking Account ID: 6**

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
8520	07/15/2024				HOLIDAYINN	Holiday Inn Kearney	359.85
8521	07/15/2024				MYCENTRAL	My Central Supply	509.25

Checking Account ID:	6	Void Total:	0.00	Total without Voids:		869.10
Check Type Total:	Check	Void Total:	0.00	Total without Voids:		869.10
Payee Type Total:	Vendor	Void Total:	0.00	Total without Voids:		879.21
	Grand Total:	Void Total:	0.00	Total without Voids:		879.21

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
Checking Account ID 6		Fund Number 06 LUNCH FUND		
	427703	Holiday Inn Kearney	07/17/2024	359.85
06 3100 890 000		3 Day Conference: Peterson & Rosentrater	359.85	
Total Holiday Inn Kearney			359.85	
	4043 - HL	My Central Supply	07/15/2024	509.25
06 3100 695 000		COOP Supplies	509.25	
Total My Central Supply			509.25	
Fund Number 06			869.10	
Checking Account ID 6			869.10	

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
Checking Account ID 6		Fund Number 06	LUNCH FUND	
	5.2024-0003	RevTrak	07/12/2024	10.11
06 3100 695 000		Monthly Lunch Fee	19.95	
06 3100 110 000		Credit from June	(9.84)	
Total RevTrak			10.11	
Fund Number 06			10.11	
Checking Account ID 6			10.11	

Activity Fund Balance Report - Summary - Exclude Encumbrances
06/2024 - 06/2024
JUNE 2024 - STUDENT ACTIVITY FINANCIALS

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0100	Activities	1,391.23	256.96	257.06	0.00	1,391.33
05 704 0101	Girls BB`	1,804.17	290.00	240.00	0.00	1,754.17
05 704 0102	Boys BB	2,168.75	0.00	0.00	0.00	2,168.75
05 704 0103	Volleyball	5,992.14	600.00	350.00	0.00	5,742.14
05 704 0104	Football	2,300.51	0.00	0.00	0.00	2,300.51
05 704 0105	Track	228.15	0.00	0.00	0.00	228.15
05 704 0113	Elementary	2,230.55	0.00	0.00	0.00	2,230.55
05 704 0114	Student Council	4,357.38	0.00	0.00	0.00	4,357.38
05 704 0115	National Honor Society	2,422.94	25.05	0.00	0.00	2,397.89
05 704 0116	FBLA	0.00	0.00	0.00	0.00	0.00
05 704 0117	FPS	83.36	0.00	0.00	0.00	83.36
05 704 0118	Letterclub	1,196.03	0.00	0.00	0.00	1,196.03
05 704 0119	Yearbook	2,855.00	0.00	0.00	0.00	2,855.00
05 704 0120	Music - Band	1,056.36	0.00	0.00	0.00	1,056.36
05 704 0121	Band	0.00	0.00	0.00	0.00	0.00
05 704 0122	science	14.75	0.00	0.00	0.00	14.75
05 704 0123	FACS	945.94	0.00	0.00	0.00	945.94
05 704 0124	Quiz Bowl	2,800.03	0.00	0.00	0.00	2,800.03
05 704 0125	Drama/One Act	2,067.67	0.00	0.00	0.00	2,067.67
05 704 0128	Library	1,763.00	0.00	49.00	0.00	1,812.00
05 704 0129	Courtesy Fund	887.07	204.94	0.00	0.00	682.13
05 704 0130	Student Activity Fees	380.02	0.00	0.00	0.00	380.02
05 704 0131	Misc.	650.77	0.00	0.00	0.00	650.77
05 704 0132	Shop	731.41	0.00	0.00	0.00	731.41
05 704 0133	Concessions	4,295.95	150.00	0.00	0.00	4,145.95
05 704 0136	X-Country	808.81	0.00	0.00	0.00	808.81
05 704 0140	FFA	16,566.38	666.43	1,500.00	0.00	17,399.95
05 704 0142	Student Misc.	531.56	0.00	0.00	0.00	531.56
05 704 0143	Class of 2019	70.00	0.00	0.00	0.00	70.00
05 704 0144	Cheerleading & Dance Team	1,969.41	0.00	0.00	0.00	1,969.41
05 704 0145	Hanich Trust	41,161.51	872.42	0.00	0.00	40,289.09
05 704 0146	Science Olympiad	2,676.72	400.00	0.00	0.00	2,276.72
05 704 0147	Tiger Apparel	7.53	0.00	0.00	0.00	7.53
05 704 0149	Golf	471.51	0.00	0.00	0.00	471.51
05 704 0152	Circle of Friends	631.09	0.00	0.00	0.00	631.09
05 704 0153	Wrestling	1,659.30	0.00	0.00	0.00	1,659.30
05 704 0154	Activities Vending Machine	603.37	0.00	0.00	0.00	603.37

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0155	Tiger I (LifeSkills)	0.03	0.00	0.00	0.00	0.03
05 704 0156	Memorial Fund	1,745.00	0.00	0.00	0.00	1,745.00
05 704 0157	Class of 2023	0.00	0.00	0.00	0.00	0.00
05 704 0158	Class of 2024	822.78	29.07	0.00	0.00	793.71
05 704 0159	Speech	418.00	0.00	0.00	0.00	418.00
05 704 0160	Class of 2025	2,989.28	0.00	0.00	0.00	2,989.28
05 704 0161	Class of 2026	6,549.90	23.21	0.00	0.00	6,526.69
05 704 0162	Class of 2027	4,500.00	0.00	0.00	0.00	4,500.00
05 704 0163	Class of 2028	457.20	0.00	0.00	0.00	457.20
05 704 0166	Tiger Fabrication	6,657.47	255.41	0.00	0.00	6,402.06
05 704 0167	E-Sports	2,089.62	0.00	0.00	0.00	2,089.62
	Fund Total: 05	136,009.65	3,773.49	2,396.06	0.00	134,632.22

Receipt Number	Received From ID/Name	Receipt Date	Description	Receipt Key	Amount
	WNB Western Nebraska Bank	06/10/2024	CD Interest	3188	65.61
	WNB Western Nebraska Bank	06/30/2024	Interest	3189	41.45
		06/10/2024	Library Fees	3190	49.00
	SCHOWAUCTI Schow Auction Service	06/10/2024	FFA Trailer	3191	1,500.00
	HYANNISPS Hyannis Public School	06/26/2024	HS Track Entry	3192	150.00
	MITCHELLLI Mitchell Lisa	06/13/2024	VB Camp	3193	350.00
	MORLANDCHA Morland Chance	06/13/2024	GBB Camp	3194	240.00
				Report Total:	2,396.06

Receipt Number: **Received From: WNB Western Nebraska Bank** **Receipt Date: 06/10/2024** **Receipt Key: 3188** **Amount: 65.61**
Description: CD Interest Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0100	CD Interest	65.61	05 101	

Receipt Number: **Received From: WNB Western Nebraska Bank** **Receipt Date: 06/30/2024** **Receipt Key: 3189** **Amount: 41.45**
Description: Interest Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0100	Interest	41.45	05 101	

Receipt Number: **Received From:** **Receipt Date: 06/10/2024** **Receipt Key: 3190** **Amount: 49.00**
Description: Library Fees Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0128	Library Fees	49.00	05 101	

Receipt Number: **Received From: SCHOWAUCTI Schow Auction Service** **Receipt Date: 06/10/2024** **Receipt Key: 3191** **Amount: 1,500.00**
Description: FFA Trailer Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0140	FFA Trailer	1,500.00	05 101	

Receipt Number: **Received From: HYANNISPS Hyannis Public School** **Receipt Date: 06/26/2024** **Receipt Key: 3192** **Amount: 150.00**
Description: HS Track Entry Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0100	HS Track Invite: Hyannis	150.00	05 101	

Receipt Number: **Received From: MITCHELLLI Mitchell Lisa** **Receipt Date: 06/13/2024** **Receipt Key: 3193** **Amount: 350.00**
Description: VB Camp Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0103	VB Camp	350.00	05 101	

Receipt Number: **Received From: MORLANDCHA Morland Chance** **Receipt Date: 06/13/2024** **Receipt Key: 3194** **Amount: 240.00**
Description: GBB Camp Comment:

Chart of Account Number	Detail Description	Detail Amount	Cash Account Number	Receivable Account Number
05 1710 0101	GBB Camp	240.00	05 101	

Summary Totals

Account Type		Cash Accounts		Receivable Accounts
Subtotal Revenue	2,396.06	05 101	2,396.06	
Subtotal Expense		Total:	2,396.06	
Subtotal General Ledger				
Total:	2,396.06			

Payee Type: Vendor **Check Type:** Check **Checking Account ID:** 5

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Check Amount
4960	06/04/2024				WALLACESCH	Wallace Public Schools	115.00
4961	06/05/2024	X			CITYBAKERY	City Bakery	150.00
4962	06/10/2024	X			USBANK	US Bank Credit Card	2,565.56
4963	06/05/2024	X			VOID	Voided Check	0.00
4964	06/11/2024				PERKINSCSC	Perkins County Schools	200.00
4965	06/11/2024				NPCC	NPCC	400.00
4966	06/11/2024	X			ANSELMOMER	Anselmo-Merna HS	175.00
4967	06/11/2024	X			MEADLUMBER	Mead Lumber Co.	13.20
4968	06/11/2024	X			BOMGAARS	Bomgaars	144.73
4969	06/11/2024				KEARNEYHS	Kearney High School	10.00

Checking Account ID:	5	Void Total:	0.00	Total without Voids:	3,773.49
Check Type Total:	Check	Void Total:	0.00	Total without Voids:	3,773.49
Payee Type Total:	Vendor	Void Total:	0.00	Total without Voids:	3,773.49
	Grand Total:	Void Total:	0.00	Total without Voids:	3,773.49

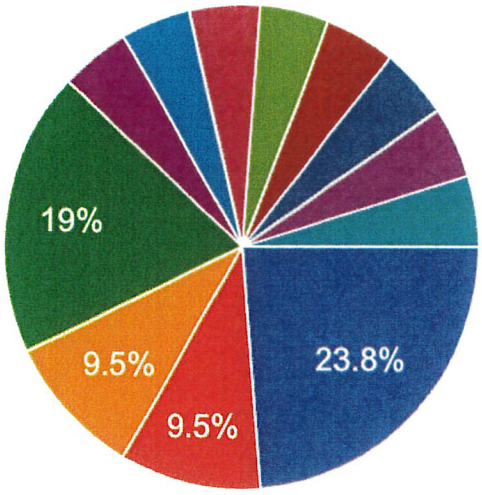
PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description	Amount	
Checking Account ID 5		Fund Number 05 ACTIVITY FUND		
	JUN 24 MULLEN	Capital One	06/12/2024	8.78
05 2900 890 000 145		Hanich State Science Olympiad	8.78	
	JUN 24 MULLEN 1	Capital One	06/12/2024	37.46
05 2900 890 000 145		Hanich State Science Olympiad	37.46	
	JUNE 24 DACK 1	Capital One	06/10/2024	204.94
05 2900 890 000 129		Staff Appreciation - States	204.94	
	JUNE 24 Spencer	Capital One	06/10/2024	25.05
05 2900 890 000 115		NHS Supplies	25.05	
	JUNE 24 Thomas	Capital One	06/10/2024	23.76
05 2900 890 000 158		Graduation Supplies (Class 2024)	23.76	
	JUNE 24 Thomas 1	Capital One	06/10/2024	5.31
05 2900 890 000 158		Graduation Supplies (Class 2024)	5.31	
Total Capital One			305.30	
	JUN 24 MULLEN	Culvers	06/12/2024	342.18
05 2900 890 000 145		Hanich State Science Olympiad	342.18	
Total Culvers			342.18	
	JUN 24 TURNER	Fort Robinson	06/13/2024	508.50
05 2900 890 000 140		FFA Cabin	508.50	
Total Fort Robinson			508.50	
	JUNE 24 Stevenson	Hobby Lobby	06/10/2024	23.21
05 2900 890 000 161		Graduation Supplies (Class 2026)	23.21	
Total Hobby Lobby			23.21	
	JUN 24 MULLEN	HyVee	06/12/2024	7.43
05 2900 890 000 145		Hanich State Science Olympiad	7.43	
Total HyVee			7.43	
	JUN 24 JULIAN	Oregon Trail Golf Course	06/12/2024	70.20
05 2900 890 000 100		Golf Invite	70.20	
Total Oregon Trail Golf Course			70.20	
	JUN 24 WHITE	Park Wholesale, The	06/11/2024	255.41
05 2900 890 000 166		Tiger Fabricationb	255.41	
Total Park Wholesale, The			255.41	
	JUN 24 MULLEN	Raising Canes	06/12/2024	426.57
05 2900 890 000 146		Donation for meals	400.00	
05 2900 890 000 145		Hanich State Science Olympiad	26.57	
Total Raising Canes			426.57	
	JUN 24 JULIAN	River's Edge Golf Coarse	06/12/2024	80.00
05 2900 890 000 100		Golf Invite	80.00	
	JUN 24 JULIAN 1	River's Edge Golf Coarse	06/12/2024	96.76
05 2900 890 000 100		District Golf	96.76	
Total River's Edge Golf Coarse			176.76	
	JUN 24 MULLEN	Science Olympiad	06/12/2024	450.00

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
05 2900 890 000 145		Hanich Science Olympiad		450.00
Total Science Olympiad				450.00
Fund Number 05				2,565.56
Checking Account ID 5				2,565.56

PO Number / Account Number	Invoice Number / Detail Description	Vendor Name	Invoice Date	Amount	Amount
Checking Account ID 5		Fund Number 05	ACTIVITY FUND		
	4966 - GBB	Anselmo-Merna HS	06/11/2024		175.00
05 2900 890 000 101	GBB Team Camp			175.00	
Total Anselmo-Merna HS				175.00	
	4968 - FFA	Bomgaars	06/11/2024		144.73
05 2900 890 000 140	FFA Trailer			144.73	
Total Bomgaars				144.73	
	4961 - Concessions	City Bakery	06/04/2024		150.00
05 2900 890 000 133	6 Doz Rolls - District Track			150.00	
Total City Bakery				150.00	
	4969 - Workshop	Kearney High School	06/11/2024		10.00
05 2900 890 000 100	Play Production Workshop - Drews			10.00	
Total Kearney High School				10.00	
	4967 - FFA	Mead Lumber Co.	06/11/2024		13.20
05 2900 890 000 140	FFA Pine			13.20	
Total Mead Lumber Co.				13.20	
	4965 - VB	NPCC	06/11/2024		400.00
05 2900 890 000 103	VB Team Camp			400.00	
Total NPCC				400.00	
	4964 - VB	Perkins County Schools	06/11/2024		200.00
05 2900 890 000 103	VB Team Camp			200.00	
Total Perkins County Schools				200.00	
	4963 - Void	Voided Check	06/04/2024		0.00
05 2900 890 000 100	Void			0.00	
Total Voided Check				0.00	
	4960 - GBB	Wallace Public Schools	06/04/2024		115.00
05 2900 890 000 101	Girls Basketball Team Camp			115.00	
Total Wallace Public Schools				115.00	
Fund Number 05				1,207.93	
Checking Account ID 5				1,207.93	

What group did this activity educate students about?

21 responses



- African Americans
- Asian Americans
- Hispanic Americans
- Native Americans
- European Americans
- African Americans, European...
- Jewish Population
- Native and European America...
- all sorts of cultures
-
- Native Americans and African Americans
- Japan, China, Brazil, France, Costa Rica, Mexico, Jamaica, Ireland

Native American Beading

Students researched about different winter holidays in different cultures. For example, Chinese New Year, Diwali (Hindu/Indian culture), Hanukkah (Jewish culture), Kwanzaa (African American culture), and Omisoka (Japanese culture) were all researched and presented to the class by students.

During 1st semester, we read and wrote many essays over the book Esperanza Rising. This book follows a year in the life of a young girl from Mexico as her family moves to the United States and joins a migrant worker's camp. At the conclusion of the unit, we held a fiesta where we ate traditional foods, played games, and made yarn dolls.
https://docs.google.com/presentation/d/1s4Jt6kAbDkXU0GFzmCWNlRXAJRWymcyniaMBSb8H-MI/edit

Students researched different mathematicians from diverse backgrounds and gave a presentation to the class.

Teaching "Night" by Elie Wiesel to high school seniors serves as a multicultural activity, illuminating the harrowing experiences of Jewish people during the Holocaust and delving into broader themes of prejudice, discrimination, and genocide. Through Wiesel's firsthand account of survival in Nazi concentration camps, students confront the depths of human cruelty and the resilience of the human spirit.

Learned echo songs with ostinatos from Africa
https://drive.google.com/file/d/1KnOuKRldDxjl9ifQT8oGoH7YDssQH9LC/view?usp=drive_link

During Native American Month I shared books from the nonfiction section about Native Americans and spotlighted some famous Native Americans. One of these spotlighted was Sequoyah. Students then read a nonfiction biography passage on "Who Was Seguoyah?" they then answered 5 short questions about the passage.

4th Graders are learning how the journey of Lewis and Clark and other explorers impacted the lives and traditions of Native Peoples of Nebraska. We used the textbook "The Nebraska Adventure" and a documentary on Lewis and Clark by National Geographic.

Investigation of the first Thanksgiving.

We addressed several history standards with an investigation of the first Thanksgiving. We looked at the event from the perspective of the Wampanoag tribe as well as the English Colonists.

History Standards Addressed:

Change, Continuity, and Context
3.4.1 Detect and apply patterns of continuity and change over time in communities
SS 3.4.1.a Describe community events over time using maps and other artifacts.
SS 3.4.1.b Compare and contrast how different communities have changed over time.
Multiple Perspectives
SS 3.4.2 Describe and explain multiple perspectives of events within a community.
SS 3.4.2.a Describe the role of diverse groups of people, events, and ideas in the development of a community.
SS 3.4.2.b Compare and contrast conflicting perspectives about a past event in a community.
Historical Analysis and Interpretation
SS 3.4.3 Select past and current events and people relevant to the community.
SS 3.4.3.a Determine factual information about community historical events through use of a variety of sources such as artifacts, pictures, and documents.
SS 3.4.3.b Identify how decisions affected events in a community.
Historical Inquiry and Research
SS 3.4.4 Develop historical inquiry and research skills.
SS 3.4.4.a Construct and answer questions about multiple community histories from viewpoints of that community.
SS 3.4.4.b Identify, obtain, and cite appropriate primary and secondary sources for research about the local community.
3.4.4.c Gather and communicate historical information about the community.

In American History, during our discussion over World War II, students researched what life was like on the home front for Asian Americans.

Specifically, we researched and discussed the internment camps along the west coast and how that impacted their lives.

Christmas Around the World; Weather Around the World
In the first module of our EL curriculum, second grade students learn about schools around the world. There's a rainforest school in Brazil, tent schools in Haiti, boat schools in Bangladesh, and doorstep (bus) schools in India. They learn about the circumstances that led the people in that particular area to have this type of school. Students then compare and contrast the experiences of the children in these schools with their own personal experiences in school. They learn that even though other schools are different from ours, we still have a lot in common.
https://worldslargestlesson.globalgoals.org/wp-content/uploads/2020/08/14-Clean-Water-for-All.pdf

We talk about different groups of Native Americans that were in the U.S. before Europeans arrived.
https://drive.google.com/file/d/1fex22G4So5dSO5pZv0jZB00ZpiXKa8Rj/view?usp=drive_link

https://docs.google.com/presentation/d/1ehCMzGh9t0ExH5MN0Ig3IcucrMmADrRU/edit?usp=drive_link&ouid=113836932916443907618&rtpof=true&sd=true

https://docs.google.com/document/d/1AHe0-jMrJHccy4nZY34h2LmLLP-F2IOAKPYIpUcQKs8/edit?usp=drive_link

Teaching "To Kill a Mockingbird" to high school sophomores is a dynamic multicultural activity that delves into the complex issues of racial inequality, particularly focusing on the experiences of African Americans during the 1930s. By analyzing characters like Atticus Finch, Tom Robinson, and Calpurnia, students gain a nuanced understanding of the societal constructs that perpetuate discrimination and the resilience of those who challenge them.

Then and Now: Using Thanksgiving and MLK Jr. activities, students learned about how life is different for Native Americans and African Americans now than it was many years ago. This related to artifacts, customs and traditions, how people treated each other, and their importance in the history of our country.

Foods around the world. Students researched a country and gave a presentation on foods, celebrations, flag, population, and traditions. They played music, compiled a recipe book, and made a food dish representative of their country.

Teaching "The Help" by Kathryn Stockett to high school seniors provides a rich multicultural experience by immersing students in the complexities of racial inequality, social injustice, and classism. Analyzing the power dynamics and relationships portrayed in the novel encourages students to critically reflect on historical and contemporary issues of discrimination especially as it relates to the minority populations.

Nonfiction text unit surrounding internment of Japanese Americans during WWII (we're reading the book Farewell to Manzanar)

Students researched agriculture in other countries and how those countries traditions of agriculture and food have been brought to the United States.

NDE 02-023
Data Submitted: 7/9/2024
Date Final: July 20

SCHOOL DISTRICT CENSUS REPORT 2024

County-District Number:	District Name:	District City:	Class of District:
51-0006-000	PAXTON CONSOLIDATED SCHOOLS	PAXTON	3

This is the school district's official consolidated census report of children. Please refer to Section 79-528(1) of the Nebraska Revised Statutes for the state requirements in completing this form. The purpose of this form is to report the count of children age five through eighteen years by age, county and school district in which they reside on June 30. Please keep a copy for your files.

Age	COUNTY NAMES AND NUMBERS						
	KEITH 51	LINCOLN 56	PERKINS 68				
Age 5	6	0	1				
Age 6	10	0	0				
Age 7	10	0	1				
Age 8	6	0	0				
Age 9	12	0	0				
Age 10	11	0	0				
Age 11	14	0	0				
Age 12	10	0	0				
Age 13	14	0	0				
Age 14	13	0	0				
Age 15	16	0	0				
Age 16	14	0	0				
Age 17	19	0	0				
Age 18	3	0	0				
Total	158	0	2				

District Total Census		
Total Current	**Total Prior**	**Total Difference**
160	180	-20
-11.11% of change		

This document is for district files. Do not submit hard copy to NDE.

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 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.

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 $0. 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 $0.

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: $_0___
  - Covers admission to all extracurricular events
- Student Participation Fee: $_0__
  - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: $_0__
- DECA: $__0_
- National Honor Society: $_0__
- 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: $_0__
- Football: $ _0__
    - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: $__0_
    - Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: $_0__
    - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: $_0__
    - Students must provide their own shoes and undergarments
- Future Farmers of America: $_0_
    - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: $_0__
    - Students must provide their own weapons and ammunition
- Science Club: $_0__
- FCCLA: $_0__
- Spanish Club: $_0__

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. The costs of these items will naturally vary, but the maximum dollar amount for tuition and fees is anticipated to be $130/hr per course.

8. Transportation Costs.

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

The maximum dollar amount of the transportation fee charged by this district shall be $__0___.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of $__0_ 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 $__0__.

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 $__0__.

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-5
  - Regular Price $2.20
  - Reduced Price $.40
- Breakfast Program – Grades 6-12
  - Regular Price $2.20
  - Reduced Price $.40
- Lunch Program – Grades K-5
  - Regular Price $2.90
  - Reduced Price $.40
- Lunch Program – Grades 6-12
  - Regular Price $3.40
  - Reduced Price $.40

13. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activies fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: $_0__
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: $_0__

- 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 $__0__.

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: June 14, 2021
Reviewed and Revised on: July 17, 2023
Reviewed and Revised on: July 15, 2024

3057
Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, [Office Address], [Email Address], [Telephone Number]. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: [Insert Webpage Here]. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

Publication Notice. The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

> The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [Insert Link to Notice of Nondiscrimination]

Retaliation Prohibited. Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

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

> **Complainant** means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

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

Respondent means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

Sex-based harassment prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

Quid pro quo harassment. An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

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

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

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

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

Domestic violence meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

Response to Sex-based Harassment.

All Employees. All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

Title IX Coordinator. The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;

- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

Requests to Modify Supportive Measures. A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

Students with Disabilities. If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

Emergency Removal. The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave. The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

Grievance Procedures to Resolve Complaints of Sex Discrimination. Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

Complaint. Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

Complaint by Coordinator. In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

Consolidation of Complaints. The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

Basic Procedures. This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence,

speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	**Target Duration** (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

Notice of Allegations. Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

Complaint Investigation. The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but

credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

Determining Whether Sex Discrimination Occurred. The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;

- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

Dismissal of a Complaint. A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the

dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

Notice of Appeal Filed By Party. The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

Appeals of Dismissals. If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

Appeal Decision. The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision

to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

Disciplinary Sanctions and Remedies. If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

Recordkeeping. The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

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

Setting Meal Prices

SY2024-25

The goal of every school should be to have a financially sound School Nutrition Program. To achieve this goal, it is important to ensure the income from all student meals (free, reduced and paid) covers the cost of producing these meals.

- The USDA reimbursement provided for a free lunch plus the value of USDA donated foods (commodities) plus the certified menu reimbursement is intended to cover the average cost of providing a student lunch. The value of donated foods is determined annually and is the same for all students, whether receiving free, reduced or paid meals. Using these rates for the 2024-25 school year, ($4.43 + $0.45+ $0.09), the average cost of a student lunch is approximately $4.95.

  For a Reduced-price student lunch, the USDA reimbursement is $0.40 less than the reimbursement received for a Free lunch. Schools may charge a maximum price of $0.40 for a Reduced-price lunch ($4.43 - $4.03 = $0.40).

  The price to charge for a Paid student lunch in SY2024-25 is not subject to the Paid Lunch Equity requirements if a school's food service account balance as of June 30, 2023 was $0 or any positive value. It is important to note the USDA determined the targeted weighted average price for a Paid price lunch in is $3.85.

  The NDE understands School Food Authorities (SFAs) must consider many factors when setting a Paid meal price. One method to determine the Paid meal prices is to subtract the USDA reimbursement received for a Paid lunch from the reimbursement received for a Free lunch ($4.43 - $0.51= $3.92).

- Using another approach, the price of a Paid student lunch can be determined by calculating the average cost of providing a breakfast and/or lunch and subtracting the USDA reimbursement received for a paid meal. For example:
  1. The SFA calculates the actual costs for a lunch. Total expenses (including food, labor and supplies) are divided by the total meals served, including the total number of students and adults served. The total expenses and total number of meals must represent the same time period (i.e., one month or one school year). The costs for food, supplies, and labor per lunch is $4.25.
  2. USDA's total reimbursement for a paid student lunch is $0.51 (a combination of the regular reimbursement of $0.42 plus the menu certification of $0.09).
  3. The price to charge for a Paid student lunch ($4.25 - $0.51) is $3.74.

- The value of donated foods does not apply to breakfast, though donated foods may be used at breakfast. The 2024-25 USDA reimbursement rate for a Free breakfast is $2.37. The reimbursement rate for a Reduced-price breakfast is $2.07 which is $0.30 less than the Free rate of reimbursement for breakfast. Schools may charge a maximum price of $0.30 for a Reduced-price breakfast. The price to charge for a Paid student breakfast can be calculated by subtracting the USDA reimbursement received for a Paid breakfast from the reimbursement received for a Free breakfast ($2.37 - $0.39 = $1.98).

- The USDA reimbursement rates are adjusted annually to reflect changes in the Consumer Price Index. Each school district must examine their Paid meal prices on an annual basis. Increasing meal prices a small amount each year is recommended. Keep in mind that a significant increase in meal prices may result in a drop in participation.

Can Schools Set Meal Prices Too High?

- Meal prices for students paying the full price for breakfast and lunch should not be set so high that students

do not participate. School lunch and breakfast contribute significantly to academic achievement for all students.

- School districts are required to demonstrate a nonprofit food service operation by limiting net cash resources to an amount that does not exceed three months operating costs for the food service program. For example, if the amount spent on food, labor and other costs associated with the food service program averages $20,000 per month, the food service account balance must not exceed $60,000. If the district has an unusually high balance, begin working on a purchasing plan for the future. Contact NDE for more information.

Adult Meals:

- USDA requires schools to ensure that reimbursement, student payments and the value of donated foods are not used to subsidize meals served to adults. School districts do not receive reimbursement, nor do they get donated foods for the adult meals served. Adult meals served to visitors and staff members must follow federal non-program food guidelines, outlined in 7 CFR 210.14 (f). Meals served to adults directly involved in the operation and administration of the school nutrition programs may, at the discretion of the School Food Authority (SFA), be furnished at no charge. The cost for these meals may be fully attributed to and supported by the nonprofit food service operation.

- Adult meals must be priced above the overall cost of the meals. Since adult meal costs can be difficult to calculate, SFAs should follow the pricing guidelines in FNS Instruction 782-5 Rev 1.

Examples:

- **Pricing School:** The minimum adult meal price for lunch should be at least the total of your highest paid student meal price plus the federal reimbursement for a paid meal and any per meal performance reimbursement received plus per-meal value of USDA Donated Foods.

Lunch:	Highest paid student price:	$3.85
	Donated food value:	+ 0.45
	Federal paid reimbursement:	+ .42
	Certified menu reimbursement:	+ 0.09
= **Minimum Required Adult Lunch Price**:		$4.81 (price set at $4.80)

For breakfast, use only the highest paid student meal price plus the value of state match funds to determine the adult meal price.

Breakfast:	Highest paid student price:	$ 2.30
	Federal paid reimbursement:	+ .39
	State reimbursement:	+ 0.05
	Adult breakfast price:	$2.74 (price set at $2.70)

- **Non-pricing School (CEP, Provision 2)**

Lunch:	Federal free reimbursement:	$4.43
	Donated food value:	+ 0.45
	Certified menu reimbursement	+ 0.09
		$4.97 (price set at $4.95)
Breakfast:	Severe need reimbursement	$2.84 (price set at $2.80)

- A school that does not set adult meal prices at or above the amount determined by using one of the methods above must document each year that non-federal funds are used to offset the difference.
- If adult meals will not be charged to adults, the SFA must determine another source of non-federal revenue to cover the cost of the adult meals. The SFA should carefully track the number of adult meals served and

identify the non-federal funds used to cover the adult meals.

- Schools that receive meals from a vendor or other school must have a fixed meal price identified in the contract. In these cases, the school receiving meals can set the adult meal price at the same value as the fixed meal contracted price.
- The SFA should re-evaluate their adult meal pricing policy annually to reflect current reimbursement rates.

What Price Should We Charge for A la Carte Items?

- A la carte prices should cover food and labor costs associated with each item, as well as a fair profit. Compare prices of similar items locally and consider setting school prices slightly lower. Prices can deliberately be set lower on items such as fresh fruit, bottled water, etc. to encourage the purchase of these items.
- A la carte menu items should be priced so that any combination under Offer Versus Serve would equal or exceed the cost of the reimbursable meal. The reimbursable meal should always be the best buy. You could market it as a "Super Value Meal."

  For example:

  - The price charged for a reimbursable student lunch is $3.85.
  - If the price charged for an a la carte sandwich, fruit and milk is $4.15 the reimbursable meal is the better deal.
  - However, if the price charged for this a la carte sandwich, fruit and milk is $3.50, the reimbursable meal is not the better deal. In this case, the school needs to increase its a la carte prices so that the meal is the better deal. All schools should evaluate a la carte prices on a regular basis.

Meal Price Comparisons

School	Breakfast	K-6 Lunch	7-12 Lunch	Seconds	Adult Meal	Extra Milk/Juice	FRL%
Brady	**$1.75**	**$2.75**	**$3.10**	**$0.80**	**$4.10**	**$0.50**	**52%**
Gothenburg	$1.75	$2.80	$3.10	$2.25	$4.60	$0.50	
Maxwell	$2.35	$3.35	$3.60	$1.75	$4.50	$0.70	
Mullen	$2.50	$3.25	$3.50	free			
Hershey	$1.85	$3.35	$3.45	$2.25	$4.60		33%
Ogallala	$1.90	$3.55	$3.70	$2.25	$5.35	$0.55	
Paxton	$1.90	$2.90	$3.40		$4.60	$0.50	
Perkins Co.	$2.10	$3.40	$3.90	$1.60	$4.40	$0.80	
South Platte	$1.85	$2.75	$3.40	free	$4.00		
Sutherland	$1.70	$3.20	$3.20	$0.90	$4.60	$0.90	31%
Wallace	$2.00	$2.95	$3.20		$4.20		32%
Average	$1.97	$3.11	$3.41	$1.69	$4.50	$0.64	

Additional Cost per Family if Lunch Price is Raised _?_

Based on **60000** **lunches served:**

The # in Red can be changed to determine $ that will be raised based on number of meals served.

	18	**$0.05**	**$0.10**	**$0.15**	**$0.20**	**$0.25**
ıily Cost - Mon	1	$0.90	$ 1.80	$ 2.70	$ 3.60	$ 4.50
	2	$1.80	$ 3.60	$ 5.40	$ 7.20	$ 9.00
	3	$2.70	$ 5.40	$ 8.10	$ 10.80	$ 13.50
	4	$3.60	$ 7.20	$ 10.80	$ 14.40	$ 18.00
	5	$4.50	$ 9.00	$ 13.50	$ 18.00	$ 22.50
	6	$5.40	$ 10.80	$ 16.20	$ 21.60	$ 27.00
	175	**$0.05**	**$0.10**	**$0.15**	**$0.20**	**$0.25**
mily Cost- Yea	1	$8.75	$ 17.50	$ 26.25	$ 35.00	$ 43.75
	2	$17.50	$ 35.00	$ 52.50	$ 70.00	$ 87.50
	3	$26.25	$ 52.50	$ 78.75	$ 105.00	$ 131.25
	4	$35.00	$ 70.00	$ 105.00	$ 140.00	$ 175.00
	5	$43.75	$ 87.50	$ 131.25	$ 175.00	$ 218.75
	6	$52.50	$ 105.00	$ 157.50	$ 210.00	$ 262.50

Increase	**Generated amount**
$0.05	$3,000.00
$0.10	$6,000.00
$0.15	$9,000.00
$0.20	$12,000.00
$0.25	$15,000.00
$0.30	$18,000.00
$0.35	$21,000.00
$0.40	$24,000.00
$0.45	$27,000.00
$0.50	$30,000.00

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 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.

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 $0. 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 $0.

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: $_0___
  - Covers admission to all extracurricular events
- Student Participation Fee: $_0__
  - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: $_0__
- DECA: $__0_
- National Honor Society: $_0__
- 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: $_0__
- Football: $ _0__
    - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: $__0_
    - Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: $_0__
    - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: $_0__
    - Students must provide their own shoes and undergarments
- Future Farmers of America: $_0_
    - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: $_0__
    - Students must provide their own weapons and ammunition
- Science Club: $_0__
- FCCLA: $_0__
- Spanish Club: $_0__

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. The costs of these items will naturally vary, but the maximum dollar amount for tuition and fees is anticipated to be $130/hr per course.

8. Transportation Costs.

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

The maximum dollar amount of the transportation fee charged by this district shall be $__0___.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of $__0_ 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 $__0__.

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 $__0__.

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-5
  - Regular Price $2.20
  - Reduced Price $.40
- Breakfast Program – Grades 6-12
  - Regular Price $2.20
  - Reduced Price $.40
- Lunch Program – Grades K-5
  - Regular Price $2.90
  - Reduced Price $.40
- Lunch Program – Grades 6-12
  - Regular Price $3.40
  - Reduced Price $.40

13. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activies fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: $_0__
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: $_0__

- 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 $__0__.

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: June 14, 2021
Reviewed and Revised on: July 17, 2023
Reviewed and Revised on: July 15, 2024

5018
Parent and Guardian Involvement In Education Practices

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

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.

    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual

circumstances, in the sole discretion of the building principal.

b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.

   a. Building principals may excuse a student from any single school experience at the parent's written request.

   b. When appropriate, alternative experiences will be provided for the student by the school.

4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.

   a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

   b. State Assessments

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

receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

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

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

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.

a. The principal must approve all surveys intended to gather information from students before they are administered to students.

b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: June 14, 2021

5018
Parent and Guardian Involvement In Education Practices

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

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.

    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual

circumstances, in the sole discretion of the building principal.

b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.

   a. Building principals may excuse a student from any single school experience at the parent's written request.

   b. When appropriate, alternative experiences will be provided for the student by the school.

4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.

   a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

   b. State Assessments

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

receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

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

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

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.

a. The principal must approve all surveys intended to gather information from students before they are administered to students.

b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: June 14, 2021

KSB

Recommended

Policy

Changes

2000's and 3000's

2006
Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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

Complaint and Appeal Process.

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

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

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

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

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

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

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

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

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

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

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

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

1) All relevant details of the complaint;

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

3) The action or solution which the complainant seeks.

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

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

a) The appeal must be in writing.

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

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

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

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

a) When the complaint is about a board policy, not implementation of the policy;

b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or

c) When the board is required by law, policy, or contract to hear a complaint or appeal.

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

d) This appeal must be in writing.

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

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

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

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

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

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

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

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

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

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

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

3.

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

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

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

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

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

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

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

[NOTE TO BE DELETED: Use this policy until January 1, 2025.]

2008
Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

   a. The board shall hold its regular meetings on or before the third Monday of each month.

   b. Special and emergency meetings may be called as provided by law.

   c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include the _____. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable

advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.

b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.

c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

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

PUBLIC PARTICIPATION

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK: This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started**: When you have been recognized, please stand and state your name.

- **Time Limit**: The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.

- **Personnel or Student Topic**: If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.

- **General Rules**: This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.

- **No Action by the Board**: The board will not act on any matter unless it is on the published agenda.

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds $109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

Micro-purchase means an individual procurement transaction for 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 (Simplified Acquisition Procedures)

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

B. Construction Projects with an estimated cost of between $109,000 and $249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of $109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between $109,000 and $250,000.

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

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

4. The contract will be awarded to the lowest responsive and responsible bidder.

a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

c) Any or all bids may be rejected if there is a sound documented reason.

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

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

To the maximum extent practicable, the school food program shall purchase

domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Full and Open Competition

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

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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

An employee, officer, agent, and board member 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, board members, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment

that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to $500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

(1) Are verifiable from the non-Federal entity's records;
(2) Are not included as contributions for any other Federal award;
(3) Are necessary and reasonable for accomplishment of project or program objectives;
(4) Are allowable under subpart E (Cost Principles) of this part;
(5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
(6) Are provided for in the approved budget when required by the Federal awarding agency; and
(7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

b) The U.S. Department of Education is authorized to

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

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

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

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

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

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

Micro-purchase means an individual procurement transaction for 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 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than $10,000 and less than $250,000 annually. For simplified acquisitions , 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 procurement transaction can only be fulfilled by a single source;

2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or

4) After solicitation of a number of sources, competition is determined inadequate.

b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds $250,000.

5. **Competitive Proposals.**

a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when

conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;

2) Proposals must be solicited from an adequate number of qualified sources; and

3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/ engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.

c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of $25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10,000.

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 that 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. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

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 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 fair market value of $10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

I. Equipment Retention

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

J. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

K. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to $500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method,

program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

(1) Are verifiable from the non-Federal entity's records;
(2) Are not included as contributions for any other Federal award;
(3) Are necessary and reasonable for accomplishment of project or program objectives;
(4) Are allowable under subpart E (Cost Principles) of this part;
(5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
(6) Are provided for in the approved budget when required by the Federal awarding agency; and
(7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
(2) Be incorporated into official records;
(3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
(4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
(5) Comply with the established accounting policies and practices of the District and
(6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).
The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

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

3017
Official Communication with the Public

Only individuals who have prior administrative approval may issue press releases or other official communications regarding school-related activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

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

3032
Fees for School District Records

Requests for school district records shall be subject to applicable fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

Student Records. Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ____ copies; ____ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ____ pages; ____ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee**:

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

Student Records – Transfer School. A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

Public Records. Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- For residents of Nebraska, the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first eight hours. The fee for records shall not include any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public. No special service charge or fee shall be charged for copies of blank forms or pages that have all meaningful information redacted.
- For nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ___ copies; ___ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ___ pages; ___ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Deposit. The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

Waiver. Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

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 Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee's or applicant's known limitations related to, affected by, or arising out 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: _____

3059
Audio and Video Recording

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Secret Recordings. No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Staff. Staff members may make recordings of

classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

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

KSB

Recommended

Policy

Changes

4000's , 5000's , 6000's

Paxton Policy with KSB changes

4011
Employee Leave Under the Family and Medical Leave Act (FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for ***unpaid*** leave under this policy, an employee must:

   a. Make the request for leave at a time when the school district employs 50 or more workers;

   b. Have been working for the school district for at least 12 months prior to the request; and

   c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. ~~the 12-month period measured forward from the date such employee's first FMLA leave begins.~~

3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the

Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of ***unpaid*** leave under the following conditions:

   a. For birth of a son or daughter, and to care for the newborn child;

   b. For placement of a son or daughter with the employee for adoption or foster care;

   c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;

   d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;

   e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of ***unpaid*** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

   <u>For purposes of this provision and this policy,</u>

"Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:

   a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and

   b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a

Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;

2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;

3. Second or third medical opinions and periodic re-certifications (at the school district's expense);

4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active

Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

1.

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the

school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.

2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.

    a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.

b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.

d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness

e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.

f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered

Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.

3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Any leave taken under this policy will not result in the loss of any employment benefits accrued

prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.

2. If the school district intends to deny restoration to such an employee, it will:

   a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

   b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;

   c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

   d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

a. If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

~~**B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

C. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

D. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: June 14, 2021

4053
Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:

   a. Business with which an employee is associated shall include the following:

      (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

      (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.

   b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

   c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes

2. Contracts with the School District.

a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.

c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

a. An employee may employ or recommend or supervise the employment of an immediate family member if:

(1) The employee does not abuse his or her position.

(a) Abuse of official position shall include, but not be limited to, employing an immediate family member:

(i) who is not qualified for and able to perform the duties of the position;

(ii) for any unreasonably high salary;

(iii) who is not required to perform the duties of the position.

(2) The employee makes a reasonable solicitation and consideration of applications for employment.

(3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.

(4) The board approves the employment or supervisory position.

b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.

c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.

d. An employee shall not use or authorize the use of personnel,

resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.

5. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.

c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.

d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.

e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.

1.

6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than $150,000 Per Year

a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.

b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

2.

i. When assessing whether a conflict of interest exists, qualifying staff members should access whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.

ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.

3.

c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:

i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and

4.

iii. Abstain from participating in the matter in which the employee has a conflict of interest.

5.

d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.

7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

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

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 mental or physical illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request 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 exempt 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 exempt schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)

2. Severe weather

3. Medical appointments for the student

4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer ~~may/~~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.

When a student receives 10 excused or unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in recovered time program before or after school. Absences shall be made up at a rate of 30 minutes per class period missed.

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

5004
Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. **Definitions**

a. **Option Student Defined**. Option student means 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 means 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 means the school district that a student chooses to attend other than his or her resident school district.

1.

d. **Elementary School Defined.** Elementary school means grades K - 5.

2.

e. **Middle School Defined.** Middle school means grades 6 - 8.

3.

f. **High School Defined.** High school means grades 9 through 12.

2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. **Standards for Acceptance or Rejection of Option Students.**

a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the application

will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

b. **Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
ii. Would require the procurement of new equipment, technology, or furnishings;
iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:

i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;

ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

5. **False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

6. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

7. **Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

8. **Procedure for Students Optioning Into or Out of the School District.**

   a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

   b. On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. **Late Applications and Requests for Release**

   a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:

      i. When the district has already entered into contracts with teaching staff for the following school year;

      ii. When the district has already contracted for the performance of specific services for the student;

      iii. When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

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 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

2. **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 or the option school district the student is attending at the time of application 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.

2. **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.

3. **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: _____

[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE THE OTHERS]

5005
Transportation

3011

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

~~**[OPTION 1]. Option Transportation.** The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law~~

[OPTION 2] Option Transportation. 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.

~~**[OPTION 3] Option Transportation.** 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.~~

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

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

5008
Pregnant or Parenting Students

Pg. 2 Title IX addition

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

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.

C. Title IX

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

The District will make reasonable accommodations to the District's policies, practices, and procedures as necessary to prevent sex discrimination and ensure equal access to the District's education program or activity. The District will coordinate reasonable modifications based on the student's individualized need. The District will consult with the student when determining what reasonable modifications may be appropriate, and the student has the discretion to accept or decline the reasonable modifications offered by the District.

The District will allow the student to voluntarily access any separate and comparable portion of the District's education program or activity. The District will allow the student to voluntarily take a leave of absence from the District's education program or activity to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. Upon the student's return, the student will be reinstated to the student's academic status, and as practicable, to the extracurricular status that the student held when the voluntary leave began.

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: _____

5035
Student Discipline

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

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used

for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the

Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

Weapons. No student may possess, handle, or transmit any weapon while on school grounds, in a school vehicle, 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 student may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm.*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms and Weapons. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or

2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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 and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. 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 to school.

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

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

breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults 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, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
h. Engaging in 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/ rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violations of the district's acceptable computer use policy;

k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon;
m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
n. Violation of the school's audio and video recording policy; and
o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to,

examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;

d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise

currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.

6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;

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

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

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

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, and Fundraisers)

a. Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.

b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not

take place more than the frequency specified by NDE during such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.

e. Other Limitations. No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

~~**9. 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.)~~

10. 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.

11. 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.

12. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

13. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) found at https://api.healthiergeneration.org/resource/2.

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

6031
Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within ten school days after the initial date of exclusion; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are

requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension . Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

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

✓

6036

Reading Instruction and Intervention Services

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

Effective Reading Teachers. It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

Reading Assessment. The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;
- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment for kindergarten students must occur within the first 45 calendar days that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school in in session of each school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

Deficiency Identification. Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

Supplemental Reading Intervention Program. The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must be:

- Provided to any student identified as having a reading deficiency;
- Implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Made available as a summer reading program between each summer for any student who has been enrolled in grade one, grade two, or grade three or in a higher grade and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or offered online.

The supplemental reading intervention program may also include:

- Reading intervention practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- Frequent monitoring of student progress throughout the school year with instruction adjusted accordingly;

- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
    - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
    - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
    - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

Parent/Guardian Notification. The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Reading Improvement Plan. Any student who is identified as having a reading deficiency will receive an individualized reading improvement plan, that shall include a supplemental reading intervention program, no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

Reading Progress. Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

NDE Professional Learning System. The Nebraska Department of Education provides a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education will ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

NDE Report. On or before July 1 of each year, the school district will provide the required information relating to dyslexia to the Nebraska Department of Education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR ALL CLASS III SCHOOL DISTRICTS AND CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED NOT TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS.

3060
Firearms and Weapons for Non-Students

Weapons. No person 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;

2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4. 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;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or

6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited personin 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.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

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

6039
Repeat of Grade at Parent-Guardian Request

Parents and guardians may request that their student repeat a grade level under the following conditions:

Students in Kindergarten through Fourth Grade

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

Students in Fifth through Twelfth Grade

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

Procedure for Parent Requests for Student Grade Repetition

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation the provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of the Nebraska Department of Education.

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

6040
Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services ~~to resident students, also referred to~~ as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

Purpose. The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

Age Participation. The program will be available to children of the following ages:

- ~~Children who are 3 years of age before July 31 of the enrollment year;~~
- Children who are 4 years of age by December 31st ~~at the start~~ of the enrollment year; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy. ~~Three-year-old children will only be offered half-day attendance.~~

~~**Five-Year-Old Participation.** Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those students who have a raw score lower than ____ on the [INSERT SCREENING TOOL(S)].~~

Capacity Limitation. The maximum capacity for the program is _30__ children. In the event where the total number of children registered for the program by July 15 rises above __30__, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- ~~Three-year-olds.~~

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11) moves into the district and the program is at capacity, the child will be enrolled in the program. The youngest child in the class that is not "at risk" will be withdrawn from the program.
Program Coordinator. The program will be coordinated by a an individual qualified by law to be a Program Coordinator.

Program and Staff Requirements. All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

Participation and Inclusion. Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

Birth Certificates. Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

Instructional Hours. Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

Fees. The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

General Reports. The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

Early Childhood Program Report. An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

Planning. Each program will have a planning period that complies with the requirements of Rule 11.

Coordination with Existing Programs and Funding Sources. The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

Additional Rule 11 Requirements. Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

Special Education Act Compliance. Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Adopted on: July 15, 2024

6041
Malcolm X Day Education

Each year on May 19th, designated as El-Hajj Malik ElShabazz, Malcolm X Day, the school district will hold suitable exercises in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X, and his contributions to the betterment of society. When May 19th falls on a Saturday or Sunday, the district will provide the suitable exercises during the preceding or following week. The program shall be implemented within any applicable laws and/or regulations.

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

6042
Projection Maps

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or

2. The Mercator projection map is part of any:

    a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
    b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

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

6043
Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
    - The purchase of additional software by such public safety agencies; or
    - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding

roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:
- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

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

5054
Student Bullying

Definition of Bullying. Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." The school district's administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

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

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district's anonymous platform SafeToTell to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations. School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

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: June 14, 2021
Reviewed on: July 18, 2022, July 17, 2023, July 15, 2024

Paxton Consolidated Schools

Staff Handbook



2024-2025

"“THE MISSION OF THE PAXTON CONSOLIDATED SCHOOL DISTRICT IS TO EMPOWER AND FOSTER A COMMUNITY OF LIFELONG LEARNERS.”

TABLE OF CONTENTS

5 INTRODUCTION
6 NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES
7 DRUG-FREE WORKPLACE REQUIREMENTS
8 POLICIES AND PROCEDURES RELATED TO ALL STAFF
8 Accidents And Injuries
8 Activity Accounts And Fundraising
8 Agents, Salesmen And Other Business Representatives
8 Announcements And Circulars
9 Board Policies, Rules, And Directives
9 Child Abuse
10 Complaint Procedure
15 Computers And The Internet: Acceptable Use By Staff
15 Conflict Of Interest
15 Contact Information
15 Copyright And Fair Use
16 Corporal Punishment
16 Crisis Response Team
17 Daily Schedule
18 Lunch Schedule
18 Disability Leave (Short-term)
19 Discrimination And Harassment
19 Dress Code
20 Drug And Alcohol Testing
20 Duty to Report
21 Electronic Communication While Driving
22 Expenses
22 Family and Medical Leave (FMLA)
22 In-School Communication
22 Intellectual Property
22 Jury and Witness Duty Leave
23 Keys
23 Locker Room Supervision
23 Maintenance & Cleaning Request Forms

23 Meals Program
23 Military Leaves of Absence
24 Milk Expression
24 News and Press Releases
24 Newsletters
24 Obligations Related to American Civics Instruction
25 Outside Employment
25 Political Activities
25 Pregnant or Parenting Students
26 Professional Boundaries Between Staff and Students
27 Professional Growth
27 Purchasing
27 Records and Reports
28 Recordings of Students and Classrooms
28 School Calendar
28 School Property
28 School Vehicle Use
29 Security
29 Smoking on School Premises or at School Activities
29 Sniffer (Drug) Dogs
29 Social Media Usage by Staff
30 Solicitation and Distribution of Merchandise
30 Student Interviews
30 Telephones
30 Threat Assessment and Response
34 Transportation Request Forms
34 Visitors
34 Wage and Salary Payments
35 Weather-Related Closings
36 Workplace Searches
36 POLICIES AND PROCEDURES REGARDING CERTIFIED STAFF
36 Absences
37 Assemblies
38 Assignment of Teachers
38 Certificates, Teacher Contracts, Salary Information
38 Cheating
38 Check-out Forms
39 Classroom Management and Student Discipline

40 Classroom Sanitation
40 Coaching Supplies
40 Collection of Student Money
41 Community Involvement
41 Display of Classroom Work in the School and the Community
41 Duties of Certified Staff
42 Eligibility Grades 6-12
43 Extracurricular Activities
44 Evacuations
45 Evaluations
45 Faculty Meetings
45 Field Trip Request Forms
46 Grading Policy
47 Guest Lecturers
47 Hall Duty
47 Homework Policy
47 Instructional Materials
48 Lesson Plans
48 Media Center
48 Paraeducators
48 Parent-Teacher Communication
49 Parties
49 Planning Time
50 PowerSchool and PowerGrade
50 Private Tutoring
50 Projection Maps
51 Pupils' Records
51 Rights of Certified and Probationary Teachers
51 School Day
52 Sponsors
52 Student Activities
52 Student Aides
53 Student Attendance
53 Student Attire
54 Student Illness
54 Student Medication
54 Student Passes
54 Student Searches

54 Substitute Teaching During Planning Period
55 Teaching Controversial Issues
55 Textbooks
56 STAFF DIRECTORY
58 Staff Expectations in Use of the Internet
59 School Affiliated Websites
62 SCHOOL CALENDAR
63 BLANK COPY OF DISTRICT EVALUATION FORM
71 Title IX Policy
91 ACKNOWLEDGMENT OF RECEIPT

INTRODUCTION

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

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

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

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

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

Notice of Nondiscrimination

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

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the ADA/Title II Coordinator: Superintendent Del Dack at (308)239-4283, del.dack@paxtonschools.org or in person at school.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the Title IX Coordinator: Stacy McAbee at (308)239-4283, stacy.mcabee@paxtonschools.org, Paxton Schools, 308 North Elm St., Paxton, NE 69155 or in person at school. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: www.paxtonschools.org

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the Title VI Coordinator: Superintendent Del Dack at (308)239-4283, del.dack@paxtonschools.org , 308 North Elm St., Paxton, NE 69155 or in person at school.

Individuals who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Superintendent at (308)239-4283, del.dack@paxtonschools.org or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

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

DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.
(Policy 4002)

POLICIES AND PROCEDURES REGARDING ALL STAFF

Accidents and Injuries

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

Activity Accounts and Fundraising

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

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

Agents, Salesmen and Other Business Representatives

All business representatives calling on school matters must obtain permission from the superintendent or building principal before conferring with staff. Staff must determine whether the business representative has been granted permission before discussing business matters. Classroom teachers may not interrupt class work to confer with such representatives.

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

Announcements and Circulars

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

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

Board Policies, Rules, and Directives

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

Child Abuse

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

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.

2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.

3. Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report

suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.

4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential. (Policy 4054)

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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

Complaint and Appeal Process.

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

board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

a. Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
a. Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
a. Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
a. Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

1. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
    a. Determine whether the complainant has discussed the matter with the respondent.
        1. If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
            1. If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
    a. Strongly encourage the complainant to reduce his or her concerns to writing.
    a. Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
        1. All relevant details of the complaint;

        1. All witnesses and documents which the complainant believes support the complaint;
        1. The action or solution which the complainant seeks.
    a. Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

1. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
    a. The appeal must be in writing.
    a. This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
    a. For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate..
    a. The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
1. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve

oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

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

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

a. This appeal must be in writing.
a. This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
a. This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
a. The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
a. There is no appeal from any decision of the board unless authorized by law.

1. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of

a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a. Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
a. Determine whether the complainant has discussed the matter with the superintendent.
    1. If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
    1. If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
a. Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
a. Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
a. Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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

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

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

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

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

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

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

Computers and the Internet: Acceptable Use by Staff

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. Staff members must refer to and comply with the board policy regarding Staff Internet and

Computer Use. A copy of this policy is attached below. Staff should also refer to and comply with the board policy regarding Staff and District Social Media Use.

Conflict of Interest

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

Contact Information

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

Copyright and Fair Use

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

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

(Policy 3020)

Corporal Punishment

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

___(Policy 4018)

Crisis Response Team

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

DAILY SCHEDULES

REGULAR DAY SCHEDULE
(M-TH Schedule)

8:00 - 8:50 Period 1
8:52 - 9:42 Period 2
9:47 - 10:37 Period 3
10:39 - 11:29 Period 4
11:31 - 12:21 Period 5
12:21 - 12:51 Lunch
12:53 - 1:43 Period 6
1:45 - 2:35 Period 7
2:37 - 3:27 Period 8

2:00 DISMISSAL BELL & PERIODS
(Friday Schedule)

8:00 - 8:39 Period 1
8:41 - 9:20 Period 2
9:25 - 10:04 Period 3
10:06 - 10:45 Period 4
10:47 - 11:26 Period 5
11:28 - 12:07 Period 6
12:07 - 12:37 Lunch
12:39 - 1:18 Period 7
1:20 - 2:00 Period 8

School dismissed at 2:00 on Fridays.

BELL SCHEDULE 10:00 AM START

10:00 - 10:35 Period 1
10:37 - 11:12 Period 2
11:14 - 11:49 Period 3
11:51 - 12:26 Period 4
12:26 - 12:56 Lunch

12:58 - 1:33 Period 5
1:35 - 2:10 Period 6
2:12 - 2:47 Period 7
2:49 - 3:27 Period 8

Lunch Schedule

Time	Monday-Thursday	Time	Friday
10:50- 11:20	**K-1 Lunch**	**11:00-11:30**	**4-5 Lunch**
11:00 - 11:30	**2-3 Lunch**	**11:26-11:56**	**6-7 Lunch**
11:29 - 11:59	**6-7 Lunch**	**11:35-11:55**	**K-1 Lunch**
11:50 - 12:20	**4-5 Lunch**	**11:45-12:15**	**2-3 Lunch**
12:21- 12:51	**8-12 Lunch**	**12:07-12:37**	**8-12 Lunch**

10 AM Start	Time
K-1 Lunch	10:50-11:20
2-3 Lunch	11:00-11:30
4-5 Lunch	11:45-12:19
6-8 Lunch	11:49-12:19
9-12 Lunch	12:26-12:56

Disability Leave (Short-Term)

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

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Jean Spencer at 308-239-4283 (melissa.states@paxtonschools.org) or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Stacy McAbee, Secondary Principal at 308-239-4283 (stacy.mcabee@paxtonschools.org), Paxton Consolidated Schools, POB 368, Paxton, NE 69155 or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the superintendent, Del Dack, at 308-239-4283 (del.dack@paxtonschools.org) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

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

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

- For men: shirts without collars, unless the shirt can be deemed professional by other standards.
- Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.

- Shorts, except when teaching physical education class or at athletic or other activity practices.
- Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
- Hats, except when worn outside for sun coverage.
- Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
- Any attire which is immodest or may distract other employees or students in the learning environment.

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

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days" or field days). Any violation of school policy and rules may result in disciplinary action. (Policy 4041)

Drug and Alcohol Testing

School district administrators who suspect that drugs or alcohol may be present in a staff member's system may require the staff member to provide a body fluid or breath sample as provided in Nebraska law. Staff members who refuse a lawful directive to provide a body fluid or breath sample may be subject to disciplinary or administrative action by the employer, including denial of continued employment.

Duty to Report

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

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offic occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;

- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation for child abuse and/or neglect;
- Any complaint or other administrative that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee's driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

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

Electronic Communication While Driving

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

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

Expenses

The board will reimburse staff for all approved expenses incurred in attending to school business. Reimbursement for mileage, supplies, overnight travel expense, and credit course reimbursement fees are processed on an expense report form that is available from business manager. Appropriate receipts must be attached.

To be reimbursed for an item or for personal vehicle use, staff members must complete a reimbursement claim form, attach receipts and submit it to the Superintendent for approval.

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

Family and Medical Leave (FMLA)

Qualified employees will be provided leave under the Family and Medical Leave Act (FMLA) as provided in board policy. The school district will utilize the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. (Policy 4011)

In-School Communication

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

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

Intellectual Property

All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district. The district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property. (Policy 4020)

Jury and Witness Duty Leave

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

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.
___(Policy 4016)

Keys

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

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

Locker Room Supervision

Staff members must review and comply with the board's policy regarding locker room supervision. (Policy 4062)

Maintenance & Cleaning Request Forms

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

Meals Program

Staff may take advantage of meals offered through the district's foods program. Staff may purchase lunches from the school cafeteria for $4.60 per meal. The lunch price includes one carton of milk. Extra cartons cost 50 cents. Staff members are responsible to deposit funds in their lunch accounts before purchasing meals.

Military Leaves of Absence

Leaves of absence without pay for military or Reserve duty are granted to all employees as required by law. An employee who is called to active military duty or to Reserve or National Guard training or who volunteers for the same

should submit copies of the military orders to the Superintendent as soon as is practicable. An administrator, at his or her discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee's eligibility for the leave requested.

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

Milk Expression

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers, and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law. (4045)

News and Press Releases

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

Newsletters

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

Obligations Related to American Civics Instruction

All staff members shall be familiar with, and comply with, the requirements of state law, board policy, and district curriculum to properly instruct students regarding American Civics, Social Studies, American History, and appropriate patriotic exercises on particular days of the year. Neglect of any

such responsibilities by any employee may be considered just cause for dismissal.

Outside Employment

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

Political Activities

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

While the District supports its employees by allowing them to exercise their rights, any impact on the employee's ability to perform his or her functions as required by the district is grounds for discipline. For further guidance regarding political conduct on school grounds, contact the superintendent and consult the board policies.

Pregnant or Parenting Students

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

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;

3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and

4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

Professional Boundaries Between Staff and Students

All district employees must follow board policy when interacting with students in any way. School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. District employees must be aware of professional boundaries between students and staff, and they must never blur the boundaries. These standards of behavior apply to social networking sites, such as Facebook, Twitter, Instagram, etc., along with communications and interactions of any kind between staff and students.

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

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

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

Professional Growth

All employees must participate in district professional growth activities and shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

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

Purchasing

All requisitions for books and school supplies must be filed with the superintendent. The requisition must include the name of the article being requested, where it may be purchased, how many articles are required and their cost. Requisition forms and purchase orders are available from the office. Once an order has been received, the staff member must notify the building secretary so payment can be processed. Failure to follow the procedure for requisitions may prevent the staff member from receiving the items requisitioned. All orders or supplies must be authorized by the administration. Staff may be personally liable for any orders placed without such authorization.

When routine supplies are needed for immediate use, staff should contact the building secretary. When it is necessary to make a special or emergency requisition for supplies or equipment, staff should contact the superintendent for approval and necessary forms.

Records and Reports

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

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

Recordings of Students and Classrooms

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

School Calendar

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

School Property

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

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

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

School Vehicle Use

The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. School district employees, board members, and other elected or appointed school district officials who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. Staff should refer to the board policy regarding the use of school vehicles. (Policy 4060)

Security

Each staff member is responsible for the security of his/her own classroom or work area. Staff must lock the doors and windows of their classrooms and/or other work areas each night.

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

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

Smoking on School Premises or at School Activities

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 on school property only in specifically designated areas.

Sniffer (Drug) Dogs

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

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

(Policy 3045)

Social Media Usage by Staff

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses

social media accounts to provide information to district stakeholders. All staff members must refer to and comply with the board's policies regarding Staff Internet and Computer Use and Staff and District Social Media Use. Staff members who are uncertain about the applicability of board policy to a particular situation must confer with their supervising administrator prior to posting on social media.

Solicitation and Distribution of Merchandise

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

Student Interviews

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

Telephones

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

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

Threat Assessment and Response

Team Concept

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

1. Definitions

1. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.

    i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.

    ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.

    iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.

2. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assessment them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.

    i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

    ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

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

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

3. Threat Assessment Team

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

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

4. Threat Assessment Investigation and Response

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

administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

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

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

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

5. Communication with the Public about Reported Threats

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

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan. (Policy 3039)

Transportation Request Forms

If transportation is needed, the **TRANSPORTATION REQUEST FORM** is located on the district webpage as "Staff Transportation Request" Once approved, the **Transportation** Director will make the necessary transportation arrangements. Be sure to give as much advance notice as possible to assure availability and reservation of necessary transportation.

Visitors

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

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

Visitors must comply with the following guidelines:

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

Wage and Salary Payments

Staff members are paid on the 22nd of each month. The district provides direct deposit of paychecks to designated financial institutions. Otherwise, paychecks will be delivered personally at school or mailed to the address on file in the district office. Staff who wish to activate or modify their direct deposits or who wish to have paychecks mailed to a different address must contact the district office. The school district will mail staff paychecks to the

last address on file for each employee during months when school is not in session. Employees shall not be paid in advance under any circumstances.

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

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

Weather-Related Closings

If school is called off because of bad weather or for any other reason, it will be announced on radio station KMCX 106.5, KOGA 99.7, KELN 97.1, KX104, Wild Country 93.5, the Hawk 98.5 and Rock 100.7 and television stations 10-KOLN, 6-NTV, and 99 or 2-KNOP and the school district's web page & social media outlets. The Superintendent or his/her designee is responsible for determining when school and/or extracurricular activities should be cancelled or dismissed due to severe weather or other emergency conditions. Coaches and/or sponsors may not conduct practices on days that school is cancelled without first securing the superintendent's specific permission. (Policy 6026)

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. Staff members

should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day.

Workplace Searches

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

POLICIES AND PROCEDURES REGARDING CERTIFIED STAFF

Absences

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

1. **Sick Leave**

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

2. **Personal Leave**

Certified staff who wish to take personal leave must submit a leave request to their building principal at least three days in advance of the proposed leave. Building principals may deny personal leave requests if the school district is unable to secure the services of a qualified

substitute teacher on the day of the proposed leave. Staff members may not take personal leave adjacent to a school break. For example, if school is not in session on a Monday, certified staff may not take personal leave the preceding Friday or following Tuesday.

3. **Professional Leave**

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

4. **Substitute Folders**

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

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

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

Assemblies

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

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

Assignment of Teachers

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

Certificates, Teacher Contracts, Salary Information

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

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

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

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

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

Cheating

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion. The instructor may refuse to accept the student's work in which the cheating or plagiarism took place, and assign a grade of "F" or zero for the work.

Check-out Forms

All certified staff must complete a check-out form and obtain appropriate signatures on the form prior to departing for the summer.

Classroom Management and Student Discipline

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

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

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

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

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

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

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

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

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

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

Classroom Sanitation

1. Handling of Body Fluids

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

2. Infectious Diseases

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

Coaching Supplies

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

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

Collection of Student Money

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

Money collected from students should be turned into the office on the day it is collected for deposit in the proper activity or school district fund. Any checks written by students or parents for various payments should be made

out to Paxton Schools unless otherwise instructed. Certified staff must submit a financial accountability form when they turn funds into the office. When students purchase items such as coats, rings, etc., through the school district, they must pay for these and other major items before the order is sent. The sponsor of any school organization is not to give merchandise to students; items will be distributed by the office after proper payment.

Community Involvement

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

Display of Classroom Work in the School and the Community

Classroom teachers are encouraged to display student work for public viewing. Students and parents enjoy viewing the display and may be even more supportive of their school because the display shows them many of the things the students do. Classroom teachers may use bulletin boards or the commons area to display student work or they may do so during an evening activity. Certified staff must contact the principal before displaying student work at an evening activity.

Duties of Certified Staff

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

a) Becoming acquainted with board policies, district rules and regulations, and the state laws concerning teachers and pupils.
b) Attending such education conferences as are required by law or administrative directives.
c) Attending school assemblies unless excused by the principal.
d) Instructing pupils in the proper use of equipment and instructional supplies.
e) Reporting in writing to the principal any injury to any child while under the jurisdiction of the school, including athletic injuries.
f) Complying with the Teachers Professional Code of Ethics which has been promulgated by the Nebraska Department of Education (92 Neb. Admin. Code § 27) and adopted by the Board of Education of the district.

g) Discussing a student only with the child's parents and the superintendent, principal, guidance counselor or classroom teachers who may know the circumstances and have a need to know. It is unprofessional and inappropriate to discuss students or other staff members in the staff lounge.

h) Being responsible for students whom they keep in school at times other than during regular school time. Certified staff will be responsible for any special work done by their students, including field trips, joint assemblies, school programs, etc.

i) Refraining from joining book clubs or film clubs using the school name.

j) Turning in all monies collected to the main office by the end of the school day.

k) Clearing all class meetings or trips through the principal's office.

l) Participating in Student Assistance Teams pursuant to board policy.

m) Assisting with the administration of standardized testing as assigned by the administration.

n) Provide homebound instruction as assigned by the administration.

o) Performing additional duties as assigned by the administration.

Eligibility Grades 6-12

Student academic eligibility for participation in extracurricular activities will be determined on a weekly basis. A student will become ineligible by maintaining an average of less than seventy percent (70%) in two or more classes weekly. Eligibility will be based on the weekly cumulative semester mathematical average of each student. The grading period will end at the conclusion of school on the last school day of the week. Beginning on the fourth Monday of each quarter, classroom teachers must submit the names of all students who are not academically eligible to the office by 9:00 AM on the first school day of each school week. Additional New Statement: When an activity is scheduled on a Monday, eligibility will be checked at 12:00 p.m. on the Friday before the activity. Students and parents will be notified before dismissal on Friday.

Students may not participate in any activity, performance or practice while serving an out-of-school suspension (short-term suspension, long-term suspension, or expulsion) from school.At the discretion of the sponsor, ineligible students will be allowed to participate in practice. Activities affected by the eligibility rule are:

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

Extracurricular Activities

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

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

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

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

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

Evacuations

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

1. **Fire Drills**

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

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

a) Students nearest the windows will close them before leaving.

b) The classroom teacher will be the last to leave the room. He or she will turn out all the lights and close the door as he or she leaves.

c) Classroom teachers will take their crisis manuals with them when they leave their classrooms.

d) Students reaching the exit doors may hold the doors wide open until everyone has filed out.

e) Staff and students will move far enough away from the building to avoid possible injury from fire and falling embers, and also, to remain clear of emergency vehicle traffic.

f) Once outside, each class sponsor assigned ~~teacher~~ must account for every student in the class. Classroom teachers will take roll for their class and;

1) hold up a Green Card (all students accounted for)
2) hold up a Red Card (missing or extra student (s) listed)

The decision to return to the school building will be made by the administration. Students will return in an orderly manner.

2. **Tornado Drills**

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

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

3. **Protocol for all Evacuations**

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

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

Evaluations

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

Faculty Meetings

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

Field Trip Request Forms

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

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

Grading Policy

Failing reports for Jr.-Sr. High School students must be turned into the office on or before 9:00 a.m. on each Monday starting the 4th week of the quarter.

Grades are given as letter or percentage as requested by the building principal. No incompletes or condition grades will be given, but grades may be changed by request of the classroom teacher to the principal. If a student fails the first semester and passes the second semester, a classroom teacher may pass a student for the full year.

A student is to be graded on academic performance. **A student's grade is not to be reduced for discipline.** Prejudice or favoritism has no place in grading a student. All grading should be explained in simple, understandable terms to the student.

Classroom teachers should provide students and parents with frequent updates regarding the student's progress during the quarter. At the conclusion of each quarter, students will receive an end-of-quarter report card. Classroom teachers should use the following symbols for each subject area:

Report Cards	Numerical Scale for Report Cards
A= Excellent	93-100 = A
B= Above Average	85-92 = B
C= Average	76-84 = C
D= Below Average	70-75 = D
F= Failing	69 and below = F
S= Satisfactory Progress	
U= Unsatisfactory Progress	

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

Students in grades K-2 receive, "progressing", "met", or "not met", standards-based marks on their quarterly report cards for Language Arts, Math, Science/Health, and Social Studies. PE and Music teachers give these students letter grades based on the same grading scale used for students in grades 3-12.

Students in grades 3-5 receive letter grades, based on the same grading scale used for students in grades 6-12 for Language Arts, Math, Science/Health, Social Studies, and PE and Music.

Guest Lecturers

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

Hall Duty

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

Homework Policy

Homework consists of assignments made by teachers that students must complete during non-class time. Homework is intended to ensure student learning of certain concepts and/or skills found in the written and taught curriculum.

Teachers are encouraged to assign homework and must use their professional judgment in determining the length, difficulty, and student readiness to proceed with homework assignments. Homework assignments shall be kept minimal on Wednesday nights, which is traditionally considered "family night" in the community.
(Policy 6017)

Instructional Materials

All instructional materials and media must be previewed for suitability by the classroom teacher before being shown to students.

Lesson Plans

Lesson plans for the upcoming week must be submitted by **8:00 AM** on Monday of each week or the first day of the school week. These plans must be written so that they are clear to any substitute teacher and readily available. An up-to-date seating chart of the class or classes shall be part of the substitute folder. Other regulations relative to lesson plans will be made by individual building principals. The lesson plans of all classroom teachers are subject to review of the building principal or other members of the school district's administration at any time.

Lesson plans must **identify major instructional objectives and show page assignments and general direction that might be followed by anyone who might be called upon to teach the classes.**

Media Center

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

Staff will be provided with Media Center Guidelines at the beginning of each year.

Paraeducators

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

Parent-Teacher Communication

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

Parties

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

Planning Time

Each classroom teacher is provided with duty-free time for planning, preparation of school-related materials, and a brief respite from the duties of the day.

The Board defines planning time as time for educational planning and other task-related functions that cannot normally be accomplished during instructional periods. Planning time should not be confused with personal time.

Planning time should not be used for running personal errands, conducting personal business, or pursuing non-school hobbies and/or interests without administrative approval.

PowerSchool and PowerGrade

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

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

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

Private Tutoring

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

- Certified staff may not arrange to provide private tutoring for any child enrolled in the staff member's class.
- Certified staff are not to provide private tutoring in a school building.
- Certified staff are not to provide private tutoring during duty time.
- Certified staff are prohibited from advertising or promoting the private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Projection Maps

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or

1. The Mercator projection map is part of any:
    a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
    b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Pupils' Records

1. Each classroom teacher must keep a set of records in-Powerschool.
2. Report cards will be issued within one week following the end of the quarter unless otherwise announced.

a) Reports should be conscientiously and accurately made because they are a serious estimate of the degree of success of the pupil.

b) Each classroom teacher should be adequately prepared to defend all decisions given on the report card.

c) Each classroom teacher is responsible for distribution of class cards on time.

d) Classroom teachers must confer with the principal before recording any incomplete, failing, or conditional grades on report cards.

Rights of Certified and Probationary Teachers

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

School Day

All certified staff must be at school or on duty between the hours of 7:45 a.m. and 3:45 p.m., Monday through Thursday and 7:45 a.m. and 2:00 p.m. on Fridays. On Fridays and days preceding certain holidays or vacation periods, certified staff are permitted to leave after the students are dismissed. Under special circumstances, certified staff may seek permission from their building principal to vary these duty hours. In addition, certified

staff may be assigned responsibilities at other hours by the principal or superintendent for supervising or directing school activities or affairs or for participation in affairs under the direct sponsorship of the school.

Each teacher will be in their classroom and available to help students at 7:45 a.m. each day. Teachers will also be available to students from 3:30 to 3:45 p.m. on Monday - Thursday, unless sponsoring an activity. Classroom teachers will stand at their doors when class is dismissed and must be outside their classroom doors before each class period. Classroom teachers must be physically present in their classrooms at all times during class periods and conference periods.

Personal work may not be done on school time.

Sponsors

Certified staff members are assigned by the superintendent as class and club sponsors. Sponsors must be present at all meetings and activities of the sponsored group. Purchasing of supplies must be approved by the Superintendent.

Student Activities

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

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

Student Aides

Student aides are to be directly supervised by the certified staff member and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the certified staff member by solely supervising a class or student, grade tests or class

work, calculate student grades, or record grades. A student aide should not be present and assisting a certified staff member without another adult present after the end of regular teacher duty hours.

Student Attendance

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

Each teacher must maintain an accurate record of student attendance each day. Classroom teachers must carefully check and record attendance information at the beginning of each school day and, in upper grades, at the beginning of each period. Students and student assistants are not permitted to check attendance. Excessive absenteeism should be reported to the building principal or guidance counselor.

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

A student who departs school during the school day must report to the office and sign out before leaving the building. A student who returns during the school day must sign in at the building office before returning to class. (Policy 5001)

Student Attire

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

Classroom teachers must report students who are not in compliance with the dress code to the building principal. The final decision on what is considered proper grooming and appearance is the responsibility of the building principal. (Policy 5031)

Student Illness

In the event of student illness or injury, classroom teachers should notify the building principal or superintendent immediately. Staff should never send a pupil home without notifying school officials and checking to see if his/her parents are home. (Policy 5023)

Student Medication

Student medications should not be dispensed by staff members unless they have the proper medication dispensing certification.

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

After receiving the medication, the school employee should lock the medication in a cabinet or place it in an area where access is restricted to school employees only.
(Policy 5024)

Student Passes

Students may not go to another classroom without permission from the teacher. E-hall pass will be used for all student passes.

Student Searches

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

Substitute Teaching During Planning Period

Certified staff may be required to substitute during their planning period. If a classroom teacher is requested to supervise another teacher's class during free or preparation period, the compensation will be ⅛ of daily substitute pay per period. (Negotiated Agreement, Substitute Salary p. 8)

Teaching Controversial Issues

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

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

Textbooks

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

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

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

POLICIES AND PROCEDURES REGARDING CLASSIFIED STAFF ARE OUTLINED IN INDIVIDUAL AGREEMENT

STAFF DIRECTORY

Members of the Board of Education:

Cory Holm..... President
Doug Wasserman..... Vice-President
Leah Fote..... Secretary
Michael Holzfaster..... Treasurer
Brittany Hardin..... Member
Jeremy Spurgin ..... Member

Administrative Staff:

Del Dack.....Superintendent/Elementary Principal
Stacy McAbee ..... Secondary Principal, Activities Director, Title IX Coordinator

Teaching Staff:

Sophie Jaeger .....DL HS Accounting
Amy Wiedel ..... DL Spanish I/II/III
Brittany Brott .....Resource, Elem Reading, Early Childhood
Jordan Cullers.....Grade 2, Science Olympiad
Amy Dickmander .....Elementary, Business, FACS, Freshman Class Sponsor
Bethany Essink ..... Resource, Junior Class Sponsor
Elizabeth Gleason.....Grade 3, HAL Coordinator, Ass't HS Track
Kendra Jay.....Grade 4, Gr 4-6 ELA, Elementary SAT Member
Lindsey Jorgensen ..... Health, P.E., JH/HS Cross Country Coach,
..... JH Girls Basketball Coach, JH Girls Track Coach, Assistant Track Coach
Scott Jorgensen..... Social Studies 9-12, Weightlifting 9-12, Athletic
.....Director, GBB & Head Track Coach
Anthony Julian.....7-8 Science, 6-8 Social Studies,
.....7th Grade Class Sponsor, JH Football, JH Boys Basketball, HS Golf
Erin Kuenning .....Preschool & Assistant HS Volleyball
Dana Merrill.....Grade 1, SAT Chair Elementary
Lisa Mitchell.....Title I, Head Volleyball Coach,
.....Head MS Volleyball Coach, JH Boys Track Coach
Megan Mullen.....Grade 5, Gr 7/8 STEM, Science Olympiad
Tara Peters.....Vocal and Instrumental Music, FPS (6-12)
Morgan Schaeffer .....Kindergarten
Hannah Seifer .....MS Language Arts/Reading, 6th Grade Class Sponsor
Jean Spencer..... School Counselor, Nat'l Honor Society Sponsor, SAT Chair
504 Coordinator
Katie Stevenson ..... 9-12 Science, Soph Class Sponsor,Science Olympiad
Jodi Storer..... Reading, Media Specialist, 8th Grade Class Sponsor
Michelle Thomas ..... 6-12 Math, Senior Class Sponsor
Corey Turner ..... Ag Education 7-12, FFA Sponsor
Austin Uden.....9-12 Math, College Math, ESports Sponsor, Freshman Class
Mary Schimonitz..... 9-12 English, Journalism/Yearbook, STUCO

Trey White ..... Art, Assistant FFA Sponsor

Paraprofessionals:

Lisa Babbitt .....
Kim Connick .....Cheerleading Sponsor
Crystal Fox .....Speech Coach
Hayley Runquist .....
Ana James .....
Brittany Kugler .....
Tatum Nielsen .....
Sara Vasquez .....

Office Staff

Olene Beck..... Business Manager
Cher Perlinger..... Administrative Assistant
Stacy Schutz ..... Technology Coordinator

Custodians

Chance Morland.....Secondary Custodian & Head GBB Coach
Mike Morland..... Head Custodian
Nicole Potts..... Elementary Custodian

Food Service Program

Robin Peterson..... Food Service Manager
Paula Rosentrater.....Assistant Cook
Angela Fricke..... Assistant Cook

Transportation Department

Matt Fox..... JH FB Coach, HS FB Ass't Coach, Route Driver
Jim Knothe..... Route Driver
Cal Hoover..... Route Driver

Additional Coaching Staff

Tyler Cassell ..... Assistant HS Cross Country Coach
Linda Drews ..... Assistant One Acts Coach
Tania Fox ..... One Acts Coach
Brian Neilsen .....Assistant HS FB Coach
Melanie Flores.....Cheerleading Sponsor

Special Services Staff

Kristi Chessmore.....Special Education Director
Jennie Dyer ..... ESU 16 Physical Therapist
Hannah Robertson .....Speech Pathologist
Dr. Luke McConnell .....School Psychologist

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

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.

2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.

3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.

4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.

2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.

3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.

4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.

5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

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

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

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

III. Enforcement

A. Methods of Enforcement

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

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

2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

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

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;

2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;

3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.
(Policy 4012)

SCHOOL CALENDAR 2024-2025

August 15	1st Day of School 8:00 - 3:27
August 26	1st Day of Preschool
September 2	Labor Day - No School
September 3	No School - Staff PLC Day w/ESU 16
September 9	Late Start - 10 AM Staff Inservice
September 18 & 25	2:00 Dismissal, Parent Teacher Conf 3:00 – 7:00
October 7	No School - Fall break
October 11	End of Q1 (39 Days)
October 14	Late Start - 10 AM Staff Inservice, Q2 begins
October 25	No School - Teacher Comp Day
November 8	No School
November 11	Late Start - 10 AM Staff Inservice
November 27-29	No School - Thanksgiving Break
December 9	Late Start - 10 AM Staff Inservice
December 20	End Q2 (45 days) End S1 (84 days), 2:00 dismissal
December 21	Christmas Break Begins
December 22-26	NSAA Moratorium - No Winter NSAA Practice
January 6	No School – Teacher In-service
January 7	School Resumes – S2 and Q3 begin
January 13	Late Start - 10 AM Staff Inservice
January 27	No School – Mid Winter Break
February 10	Late Start - 10 AM Staff Inservice
February 17	No School – Staff PLC Day w/ESU 16
February 24	No Elem – PK-5 Parent Teacher Conf 1:00-7:00
March 10	Late Start - 10 AM Staff Inservice
March 12	End of Q3 - (45 days)
March 13-14	No School - Spring Break
April 14	Late Start - 10 AM Staff Inservice
April 18	No School - Good Friday
April 21	No School - Easter Break
May 10	Graduation 3:00 p.m.
May 28	Students Last Day
	End Q4 (44 days), End of 2nd Semester (89 days)
May 29	Teacher Checkout (Following Last Student Day)

*****Please note that our school calendar has 5 extra days built into it for unscheduled dismissal (i.e. snow days, state tournaments). The earliest day for dismissal will be May 20, 2025. The final day of school will be announced in the May 2025 newsletter. **The calendar is subject to change with Board approval**.

NEBRASKA DEPARTMENT OF EDUCATION NEBRASKA MODEL EVALUATION PROJECT

TEACHER/EDUCATIONAL SPECIALIST FORMATIVE/SUMMATIVE EVALUATION

District Name: Click here to enter text.

TEACHER/SPECIALIST INFORMATION:

Teacher/Specialist Name: Click here to enter text. Grade/Subject Area: Click here to enter text.
School(s) 1. Click here to enter text. Evaluator: Click here to enter text. 2. Click here to enter text.
School Year: Click here to enter text. 3. Click here to enter text.

☐ Probationary ☐ Permanent ☐ Year 1 ☐ Year 2 ☐ Year 3 (locally determined)
☐ Semester 1 (Formative-Ratings required) ☐ Formative (Ratings optional) ☐ Semester 2 (Summative-Ratings required) ☐ Summative (Ratings required)

Part I: Nebraska Effective Practices. Probationary teachers/educational specialists are rated on the Effective Practices each semester based on at least one formal observation for a full instructional period and such other observation data or artifacts as may have been collected. Permanent teachers/specialists are rated on the Effective Practices at the end of the summative year.

EFFECTIVE PRACTICE: (1) Foundational Knowledge. The teacher demonstrates a comprehensive knowledge of content, pedagogy, students, and standards needed to provide each student with effective opportunities for learning, development, and achievement.

Evaluator Rating	Description
☐ Exemplary	The teacher demonstrates a current and comprehensive knowledge of content, pedagogy, students, and standards needed to provide each student with effective opportunities for learning, development and achievement
☐ Proficient	The teacher demonstrates a comprehensive knowledge of content, pedagogy, students, and standards needed to provide each student with effective opportunities for learning, development, and achievement.
☐ Basic	The teacher demonstrates limited knowledge of content, pedagogy, students, or standards needed to provide each student with effective opportunities for learning, development and achievement.

☐ Unsatisfactory	The teacher demonstrates a lack of knowledge of content, pedagogy, students, or standards needed to provide each student with effective opportunities for learning, development, and achievement.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

EFFECTIVE PRACTICE: (2) Planning and Preparation. The teacher integrates knowledge of content, pedagogy, students, and standards with the established curriculum to set high expectations and develop rigorous instruction for each student that supports the growth of student learning, development, and achievement.

Evaluator Rating	Description
☐ Exemplary	The teacher purposefully and consistently integrates a comprehensive knowledge of content, pedagogy, students, and standards with the established curriculum to develop units, lessons, and other learning experiences that support the growth of individual student learning, development, and achievement.
☐ Proficient	The teacher consistently integrates knowledge of content, pedagogy, students, and standards with the established curriculum to develop coherent and rigorous units, lessons, and activities that support the growth of student learning, development, and achievement.
☐ Basic	The teacher demonstrates a basic knowledge of content, pedagogy, students, and curriculum standards, but fails to integrate them consistently to develop units, lessons, and learning activities.
☐ Unsatisfactory	The teacher displays a very limited knowledge of content, pedagogy, students, or curriculum standards, and/or fails to develop coherent and rigorous units, lessons, and learning activities.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

EFFECTIVE PRACTICE: (3) The Learning Environment. The teacher creates and maintains a learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement.

Evaluator Rating	Description
☐ Exemplary	The teacher creates and consistently maintains an exceptional learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement.
☐ Proficient	The teacher creates and maintains an effective learning environment that fosters positive relationships and promotes active student engagement in learning, development, and achievement.

☐ Basic	The teacher strives to create and maintain a learning environment that fosters positive relationships and promotes active student engagement in learning, development and achievement; however, the results are not consistent.
☐ Unsatisfactory	The teacher fails to create and/or maintain an effective or engaging learning environment.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

EFFECTIVE PRACTICE: (4) Instructional Strategies. The teacher uses effective instructional strategies to ensure growth in student achievement.	
Evaluator Rating	**Description**
☐ Exemplary	The teacher consistently uses highly effective instructional strategies that result in continuous growth in learning for each student.
☐ Proficient	The teacher regularly uses effective instructional strategies to ensure growth in student achievement.
☐ Basic	The teacher strives to use effective instructional strategies to ensure growth in student achievement, but has inconsistent results.
☐ Unsatisfactory	The teacher fails to use effective instructional strategies and growth in student achievement is below expectations.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

EFFECTIVE PRACTICE: (5) Assessment. The teacher systematically uses multiple methods of formative and summative assessment to measure student progress and to inform ongoing planning, instruction, and reporting.	
Evaluator Rating	**Description**
☐ Exemplary	The teacher is viewed as an assessment leader for the building/district. He/she consistently and systematically creates and uses multiple methods of formative and summative assessment to measure student progress. The teacher disaggregates data for use in planning, preparing for instruction, and reporting.
☐ Proficient	The teacher consistently and systematically develops and uses multiple methods of formative and summative assessment to measure student progress. The teacher uses assessment results when planning, preparing for instruction, and reporting.
☐ Basic	The teacher has limited understanding of the various methods of assessment, and/or the teacher uses

	assessment results inconsistently.
☐ Unsatisfactory	The teacher has little or no understanding of assessment methods and uses them inconsistently or incorrectly. Assessment results are ignored or not used appropriately.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

EFFECTIVE PRACTICE: (6) Professionalism. The teacher acts as an ethical and responsible member of the professional community.	
Evaluator Rating	**Description**
☐ Exemplary	The teacher serves as a role model for ethical and responsible behavior and serves as a leader in the professional community.
☐ Proficient	The teacher consistently models ethical and responsible behavior as a member of the professional community.
☐ Basic	The teacher understands ethical and responsible behavior, but is inconsistent in demonstrating a high level of professional practice
☐ Unsatisfactory	The teacher fails to act in an ethical and/or professional responsible manner.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

EFFECTIVE PRACTICE: (7) Vision and Collaboration. The teacher contributes to and promotes the vision of the school and collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development and achievement.	
Evaluator Rating	**Description**
☐ Exemplary	The teacher takes a leadership role in contributing to and promoting the vision of the school and continuously collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.
☐ Proficient	The teacher contributes to and promotes the vision of the school and collaborates with students, families, colleagues, and the larger community to share responsibility for the growth of student learning, development, and achievement.
☐ Basic	The teacher strives to promote the vision of the school and to collaborate with students, families, colleagues, and the larger community to share responsibility for the growth of student learning,

	development, and achievement, but with limited or inconsistent results.
☐ Unsatisfactory	The teacher fails to contribute to and promote the vision of the school. The teacher fails to recognize his/her responsibility to collaborate with students, families, colleagues, and the larger community, and to share responsibility for the growth of student learning, development, and achievement.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

SUMMARY OF EFFECTIVE PRACTICES:

Areas of Strength
Click here to enter text.
Areas of Development
Click here to enter text.

☐ Plan for Improvement attached (Optional)

☐ Plan for Assistance attached (required for rating "Unsatisfactory" on any of the Effective Practice

Part II: Student Learning Objectives/Specialist Program Objectives. For probationary teachers/educational specialists, SLO's/SPO's are reviewed during the first semester evaluation conference and rated during the second semester evaluation conference. Combined rating; attach SLO/SPO template. For permanent teachers/specialists, SLO/SPOs are reviewed at the annual conference.

Evaluator Rating Description	
☐ Exemplary	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives have been met or exceeded in all respects. Students, including those in special populations, show exceptional learning gains, or program elements improved at a level beyond expectations. SLO/SPO design shows exemplary quality and rigor and implementation strategies were executed diligently. The teacher/educational specialist's impact on student learning or program improvement can serve as a model for other faculty.
☐ Proficient	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives have been met or nearly met on an overall basis, and all or nearly all students or program criteria show growth. Special populations show significant learning gains, or program elements improved at the expected level. SLO/SPO design shows appropriate quality and rigor and implementation strategies were effectively carried out. The teacher/educational specialist's impact on student learning or program improvement is evident.

☐ Basic	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives have not been met on an overall basis, although some student achievement growth or program criteria improvement is evident. Growth in student achievement or program improvement is somewhat below expectations. SLO/SPO design may have been somewhat lacking in quality and/or rigor and implementation strategies were not carried out as effectively as could be expected.
☐ Unsatisfactory	Results across all Student Learning Objectives/Specialist Program Objectives demonstrate that objectives were not met or met only partially, and student achievement growth or program improvement is significantly below expectations. In addition, SLO/SPO design may have been deficient in quality and/or rigor and implementation strategies were not effectively carried out.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

☐ Plan for Improvement attached (Optional)

☐ Plan for Assistance attached (required for rating "Unsatisfactory")

Part III: Individual Professional Development Plan. The Individual Professional Development Plan is evaluated only in Probationary Years 2 and 3. In those years, the IPD Plan is reviewed in the first semester evaluation conference and rated in the second semester evaluation conference. For permanent teachers / specialists, IPDP is reviewed at the annual conference

Evaluator Rating Description

☐ Exemplary	The Individual Professional Development Plan's goals have been met or exceeded in all respects. There is evidence that implementation and completion of the Plan has led to significant, positive, and lasting change in job performance.
☐ Proficient	The Individual Professional Development Plan's goals have been met or nearly met on an overall basis. There is evidence that implementation and completion of the Plan has led to a positive change in job performance.
☐ Basic	The Individual Professional Development Plan's goals have not been met or have been only partially met on an overall basis. There is limited evidence to date that implementation of the Plan has led to a positive change in job performance.
☐ Unsatisfactory	The Individual Professional Development Plan's goals have not been met to a satisfactory degree. Implementation of the plan has not led to a positive change in job performance.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

☐ Plan for Improvement attached (Optional)

☐ Plan for Assistance attached (required for rating "Unsatisfactory")

Part IV: Local District Standards (Optional). Local standards may be evaluated in either or both semesters. **Local District Standards Meets District Standards Meets District Standards**

☐ Not Applicable	☐ YES	☐ NO

Part V: Overall Rating. An overall rating is provided in the second semester conference only for probationary teachers/ specialists. For permanent teachers/specialists, an overall rating is provided at the final conference of the summative year. **Evaluator Rating Description**

☐ Exemplary	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for all evaluative criteria and exceeds expected performance in many respects. He/she takes a leadership role in professional development and school leadership activities.
☐ Proficient	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for the evaluative criteria on an overall basis and is actively engaged in professional development and school leadership efforts.
☐ Basic	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist meets district performance standards for most evaluative criteria and is satisfactorily participating in an improvement plan for those criteria rated below "Proficient."
☐ Unsatisfactory	In the judgment of the evaluator based on a review of the evidence collected, the teacher/educational specialist does not meet district performance standards for a significant segment of the evaluative criteria and improvement efforts have been inadequate.
Comments (Required for Basic or Unsatisfactory rating):	
Click here to enter text.	

Narrative Feedback
Areas of Strength
Click here to enter text.
Areas of Development

Click here to enter text.

☐ Plan for Improvement (Optional)

☐ Plan for Assistance

Teacher/Specialist Signature: _____ Date:

_____ Evaluator Signature: _____ Date:

_____

My signature certifies that the evaluation results have been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing to any issues contained in the evaluation.

Title IX Policy

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

1. Title IX Coordinator

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

2. Definitions.

As used in this policy, the following terms are defined as follows:

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

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

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

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

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

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

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

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

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

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

4. **Response to Sexual Harassment**

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

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

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

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

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

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

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

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a

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

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

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

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

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

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

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

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

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

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

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals**. The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory

evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Determination Regarding Responsibility

5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.6.3. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based.
A party's failure to timely submit a Notice of Appeal will be deemed a

waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.7.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not

require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.9. **Recordkeeping**.

5.9.1. The district will maintain for a period of seven years records of:

5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and

activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual

has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances**.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address,

and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of the Paxton School District Staff Handbook which includes the district's drug-free workplace policy statement. I understand that, as a condition of my employment, I am required to read and abide by the provisions of the handbook and by all board policies governing my employment. Further, if I have any questions about any provision of this handbook or any board policy, I should confer with my supervisor or building principal.

_____ _____

Signature Date

Staff Handbook Changes 24-25

P. 8 - Notice of Non Discrimination (policy changes)
P. 15 - Complaint Procedure (policy changes)
P. 18 - Add 10 AM Start Schedule and lunch schedules
P. 19 - Change 504 Coordinator to Mrs. Spencer
P. 22 - additions to FMLA leave
P. 23 - Meals changes???
P. 24 - delete items under News
P. 51 - Projection Map addition
P. 57-58 - Staff updates
P. 63 - Calendar
P. 72 - Title IX (changes are coming)

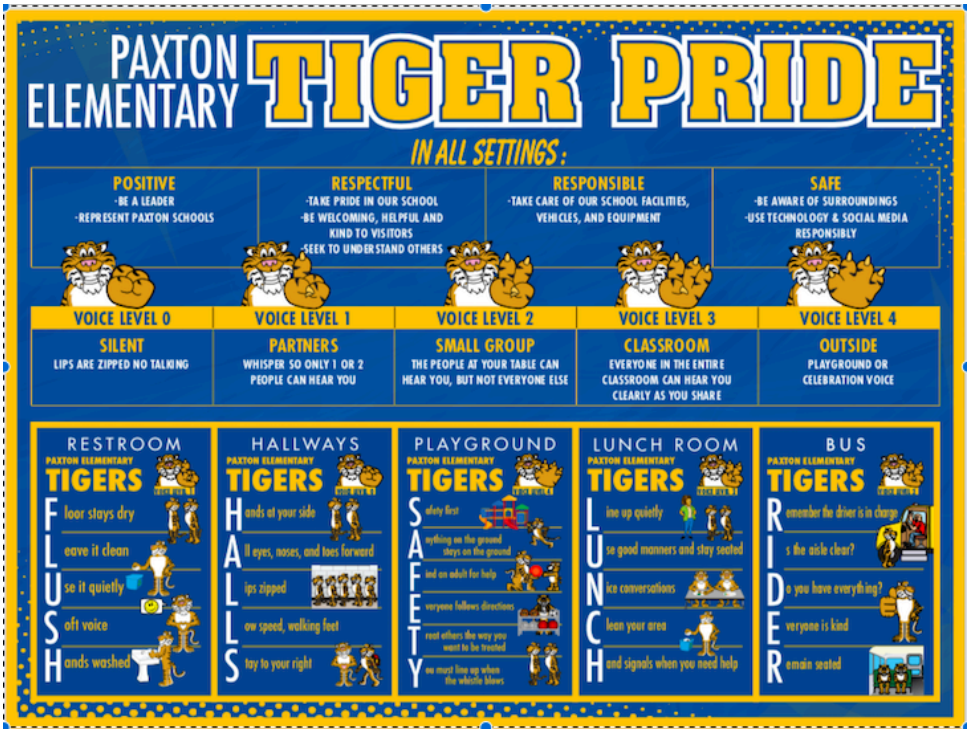
PAXTON CONSOLIDATED SCHOOLS

STUDENT HANDBOOK

2024-25 Edition

308 N ELM ST
P.O. BOX 368
PAXTON, NE 69155

Phone: (308) 239-4283
Fax: (308) 239-4359


PAXTON ELEMENTARY TIGER PRIDE
IN ALL SETTINGS:
POSITIVE
-BE A LEADER
-REPRESENT PAXTON SCHOOLS
RESPECTFUL
-TAKE PRIDE IN OUR SCHOOL
-BE WELCOMING, HELPFUL AND KIND TO VISITORS
-SEEK TO UNDERSTAND OTHERS
RESPONSIBLE
-TAKE CARE OF OUR SCHOOL FACILITIES, VEHICLES, AND EQUIPMENT
SAFE
-BE AWARE OF SURROUNDINGS
-USE TECHNOLOGY & SOCIAL MEDIA RESPONSIBLY
VOICE LEVEL 0
SILENT
LIPS ARE ZIPPED NO TALKING
VOICE LEVEL 1
PARTNERS
WHISPER SO ONLY 1 OR 2 PEOPLE CAN HEAR YOU
VOICE LEVEL 2
SMALL GROUP
THE PEOPLE AT YOUR TABLE CAN HEAR YOU, BUT NOT EVERYONE ELSE
VOICE LEVEL 3
CLASSROOM
EVERYONE IN THE ENTIRE CLASSROOM CAN HEAR YOU CLEARLY AS YOU SHARE
VOICE LEVEL 4
OUTSIDE
PLAYGROUND OR CELEBRATION VOICE
RESTROOM
PAXTON ELEMENTARY TIGERS
F loor stays dry
L eave it clean
U se it quietly
S oft voice
H ands washed
HALLWAYS
PAXTON ELEMENTARY TIGERS
H ands at your side
A ll eyes, noses, and toes forward
L ips zipped
L ow speed, walking feet
S tay to your right
PLAYGROUND
PAXTON ELEMENTARY TIGERS
S afety first
A nything on the ground stays on the ground
F ind an adult for help
E veryone follows directions
T reat others the way you want to be treated
Y ou must line up when the whistle blows
LUNCH ROOM
PAXTON ELEMENTARY TIGERS
L ine up quietly
U se good manners and stay seated
N ice conversations
C lean your area
H and signals when you need help
BUS
PAXTON ELEMENTARY TIGERS
R emember the driver is in charge
I s the aisle clear?
D o you have everything?
E veryone is kind
R emain seated


PAXTON TIGERS MATRIX
PAXTON TIGERS
ALL SETTINGS
HALLWAY
RESTROOM
CAFETERIA
LOCKER ROOM
PARKING LOT
BUS
POSITIVE
Be a leader
Represent Paxton Schools
Greet others properly
Use kind words and actions
Wait your turn
Use kind words and actions
Try new foods
Enjoy those around you
Use kind words and actions
Be a good teammate
Be patient and courteous to other drivers and pedestrians
Use kind words and actions
RESPECTFUL
Take pride in our school
Be welcoming, helpful and kind to visitors
Seek to understand others
Use appropriate tone of voice and language
Use bathroom properly
One person per stall
Respect others privacy
Be aware of others and share the space
Respect others privacy and property
Use appropriate tone of voice and language
Yield to other drivers and pedestrians
Respect others property
Follow the driver's instructions
Use quiet voices
RESPONSIBLE
Take care of our school facilities, vehicles, and equipment
Keep your area clean and tidy
Use time wisely
Clean up properly
Wash hands
Keep floor dry and clean
Keep your area clean and tidy
Keep the parking lot clean
Be alert and report any incidents
Be ready to get on and off the bus
Keep track of your belongings
SAFE
Be aware of surroundings
Use technology & social media responsibly
Be aware of others and share the space
Wash hands
Keep floor dry and clean
Follow line routines
Walk slowly
Finish eating before leaving cafeteria
Practice safe behavior
Be aware of others
Obey laws regarding driver safety and cell phone use
Park in appropriate area
Use safe speeds
Stay seated
Keep the aisle clear

Table of Contents

Student Handbook

General Information
8 Welcome
9 Intent of Handbook
9 Notice of Non-Discrimination
10 Mission Statement
Section One: Basic School Rules and General Practices
11 Attendance
15 Band
15 Bills
15 Books and Supplies
16 Breastfeeding and Lactation
16 Bulletin Boards
16 Bullying
17 Cafeteria Rules
18 Cell Phones and Other Electronic Communication Devices
19 Cheating, Plagiarism, and Academic Dishonesty
20 Child Abuse and Neglect
20 Class Dismissal
20 Classroom Behavior
20 Closed Campus
20 Communicable Diseases
21 Communicating with Parents
21 Complaint Procedure
26 Computer Network Use by Students & Computer Loan Agreement
30 Conferences
30 Copyright and Fair Use
31 Damage to School Property
31 Dating Violence
31 Discrimination and Harassment
32 Dress Code
33 Driving and Parking Personal Vehicles
34 Drug Free Schools
34 Emergency Contact Information
34 Evacuations
34 Eye Exams
35 Field Trips
35 First Aid
34 Food Service Program
37 Head Lice
37 Health Problems Limiting Activities

Section One: Basic School Rules and General Practices

37 Homebound Instruction
37 Homeless Children and Youth
38 Illness or Injury at School
38 Immunizations
39 Initiations and Hazing
39 Lockers and Other School Property
40 Lost and Found
40 Medications
41 Media Center
41 Memorials
41 Opting Out of Assessments
41 Parental Involvement
42 Parties
42 Personal Items
43 Physical Education
43 Physical Exam
43 Pictures
43 Playground Rules
44 Police Questioning and Apprehension
44 Protection of Student Rights (PPRA)
44 Public Displays of Affection
44 Reasonable Suspicion Testing
45 Rights of Custodial and Non-Custodial Parents
45 Secret Organizations
45 School Day
46 Self Management of Diabetes or Asthma/Anaphylaxis
46 Smoking and Tobacco
46 Sniffer (Drug) Dogs
46 Standardized Testing
47 Student Assistance
47 Student Fee Policy
53 Student Government
54 Student Illness
54 Student Records (FERPA)
57 Student Schedule Changes
57 Tardiness
57 Telephone Calls
57 Threat Assessment
60 Transportation Services
63 Video Surveillance and Photographs
63 Weather-Related School Closing
64 Withdrawal from School
64 Work Permits

Section Two: Academic Information
65 Academic Lettering
65 Class Rank
65 Grades
66 GPA (Grade Point Average)
66 Graduation Awards
67 Graduation Requirements
69 Homework
69 Honor Roll
69 Late Work Policy
70 Mid-Term Graduation
70 Promotion & Retention Jr. High & High School
71 Report Cards

Section Three: Student Discipline
72 Student Discipline
82 Student Behavior Offenses and Consequences

Section Four: Directory Information
87 Staff Directory
90 Calendar
91 Daily Schedule
92 Lunch Schedule
93 Title IX Policy
113 School Wellness Policy

Section Five: Forms
119 Acknowledgement Form (required for each student/parent)
120 Emergency Contact Form

WELCOME

Dear Students and Parents:

On behalf of the faculty, administration, and board of education, we welcome you to another school year. We are looking forward to helping your children reach their learning potential and achieve their educational goals in the upcoming year.

Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education.

There are several forms at the end of this handbook that you must read, sign, and return no later than *August 23, 2024.*

This handbook contains information of value to every student and parent. It contains explanations of school regulations and procedures necessary for our school to run smoothly and efficiently. If you are ever in doubt about what is the right thing to do, ask a classroom teacher, speak with the building principal, or contact my office.

Sincerely,

Del Dack
Superintendent

Intent of Handbook

This handbook is intended to be used by students, parents, and staff as a guide to the rules, procedures, and general information about this school district. Students and their parents must become familiar with the handbook, and parents should use it as a resource and assist their children in following the rules contained in it. The use of the word "parents" refers to any adult who has the responsibility for making education-related decisions about a child, including, but not limited to biological parents, adoptive parents, legal guardians, and adults acting in loco parentis.

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

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: Mr. Del Dack
Title: Superintendent
Address: Paxton Consolidated Schools, POB 368, Paxton NE 69155
Telephone: 308-239-4283
E-mail: del.dack@paxtonschools.org

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 3053 – Nondiscrimination.

MISSION STATEMENT

The mission of the Paxton Consolidated School District is to empower and foster a community of lifelong learners.



SECTION ONE

BASIC SCHOOL RULES AND GENERAL PRACTICES

Attendance (Policy 5001)

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 temporary illness or severe weather conditions make attendance impossible or impracticable.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request that demonstrates that the student meets the district's legal criteria allowing for disenrollment to the superintendent

using the applicable district form. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer
Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences
The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian. However, both excused and unexcused absences are still absences from school and can affect a student’s attendance record. Absences from school are still considered days missed from school according to the compulsory attendance law.

1. Physical or mental illness of the student or of a child whom the student is parenting (a physician’s verification is required after four (4) consecutive days of absence for illness)

2. Severe weather

3. Medical appointments for the student or for a child whom the student is parenting

4. Death or serious illness of the student’s family member

5. Attending a funeral, wedding or graduation

6. Appearance at court or for other legal matters

7. Observance of religious holidays of the student's own faith

8. College planning visits (Seniors are allowed 2 days and Juniors are allowed 1 day)

9. Job Shadowing

Excessive Absenteeism
When a student receives 7 excused or unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the district's policy to address barriers to the student's attendance.

When a student is absent more than 20 days per year or the hourly equivalent and any portion of the absences is excused or unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

When a student exceeds 10 excused or unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in the recovered time program before or after school. Absences shall be made up at a rate of 30 minutes per class period missed.

Absences due to illness
The school district will contact parents if a student becomes ill at school. A student who is absent due to illness has two days for every day of absence to complete missed assignments.

Planned absences
Parents who know in advance that a student will be absent must call the school or send a written note at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, are encouraged to complete any work required by the teacher before the absence. Parents should make every attempt to schedule medical and other appointments after school hours when possible.

Students are obligated to:
1) Complete all class work in advance for any absence that can be anticipated.

2) Provide written permission from a doctor if absent any part of a school day in order to practice or participate in school sponsored activities later in the day.
3) Check out of school at the office with administrative approval if leaving school during the school day.
4) Make up any and all work that is assigned by teachers as make-up work for the instructional time that has been missed.

PROCEDURES TO FOLLOW IN CASE OF ABSENCES

Parents should contact the school when their student is going to be absent so that student safety is assured as well as provisions made for missed work. School personnel will call the student's home or the parents' place of work if not notified of an absence prior to 10:00 AM MT each morning. If no contact is made by and/or note within 2 days of returning to school, the absence or tardy will be considered not school excused.

A student will be allowed ten (10) absences per class per semester. These absences **ARE NOT** cumulative. The student who has exceeded a total of ten (10) or more absences per class will be in violation of Paxton Consolidated School Attendance Policy. There may be cases of long-term illness, hospitalization, and other situations requiring special consideration. These will be considered, preferably before absences, on an individual basis by parents and the administration. Parents will be informed when their child has eight (8) absences per class. Attendance will be recorded on report cards each quarterly grading period.

SCHOOL EXCUSED ABSENCES: Students will be given an opportunity to make up the work missed without penalty. The student will be allowed two days for each full day absent to complete the assigned work. The student will be allowed one day to complete the assigned work if the student misses half a day or less. The student will receive zeroes for any makeup work not completed within the time allowed.

NOT SCHOOL EXCUSED ABSENCES: Students will receive a zero for that day's work.

SCHOOL-SPONSORED ACTIVITY ABSENCES: Students who are absent a half day or less due to their participation in school-sponsored activities (field trips, ball games, quiz bowl, science Olympiad, track meets, etc.) should turn in work the day it is due unless other arrangements have been made with the instructor. Students who are absent due to participation in school-sponsored activities will be allowed one day to turn in their work without penalty per each day on which they miss five or more periods.

CONSEQUENCES FOR VIOLATION OF ATTENDANCE POLICY

Consequences for students in grades 6-12 in violation of the attendance policy may include but shall not be limited to the following:

1. Zeroes recorded for any make-up work not completed on time.

2. Credit will not be granted for the number of absences after ten (10) per class per semester.
3. Students who miss more than 10 classes per semester will lose credit for that class.
4. The Attendance Officer will be in contact with the county attorney regarding all students with attendance issues.

Parents are obligated to:

1) Call the school office to inform the school of the reason for each absence.
2) Submit a doctor's statement, if requested, for each period of absence due to illness that exceeds four days.

Pregnant and Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. 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.

Band

Students may participate in the elementary band and begin taking band lessons in the 5th grade. Students in grade 6 may also take band lessons. Students in grades 7-12 may participate in the high school band. Instruments will be provided by students or the school as provided by school policy. Fees may be charged as allowed or provided in the Public Elementary and Secondary Student Fee Authorization Act and the school's student fee policy or other applicable policy.

Bills

Students should pay bills for supplies, fines, shop materials, clothing orders, etc. in the school bookkeeper's office. Any check for these payments should be made out to Paxton Consolidated Schools unless otherwise instructed. When students purchase items of significant value, they must make payment at the time of purchase or when the order is placed. Final reports will not be released until all fines are paid in full.

Books and Supplies

Students must take care of books and other supplies provided by the district.The school will assess fines for damage to books and school property. Students supply their own consumable items such as pens, pencils, tablets, notebooks, erasers, and crayons. Teachers will prepare a supply list for students at the beginning of the school year.

Breastfeeding and Lactation

In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public. The district will also provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

Students who wish or need to express breast milk on a regular schedule must work with school administrators to create a schedule that accommodates the student's needs while facilitating education to the maximum extent possible.

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Bulletin Boards

Bulletin boards are maintained throughout the building to communicate general information, material, and school announcements.
Special, approved announcements may be posted on the school website, e-mailed or announced over the Intercom system when necessary.
Bulletin board or electronic publishing space may be provided for the use of students and student organizations for notices relating to matters of general interest to students. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.

2. All postings must identify the student or the student organization posting or publishing the notice.

3. Material shall be removed after a reasonable time to assure full access to the bulletin boards or electronic publishing media.

Bullying

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not

siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators will consider these definitions when determining whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

Reporting Bullying

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district's anonymous platform ***Safe2Help Nebraska*** to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations

School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Cafeteria Rules

1. All food must be consumed in the areas designated by the school.
2. After students have eaten, they must return trays to the kitchen. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray onto the correct container. Forks and spoons should be placed in the pan with water, NOT THROWN AWAY!
3. Students are to use proper manners including eating quietly.
4. Students may not throw food or other items.
5. Second servings are available to those who have made an effort to clean their trays and have requisite funds as required by board policy.
6. Students should remain at their tables until they are dismissed.
7. Parents who wish their child to eat lunch away from school must provide a written authorization to the student's building principal.
8. Students must treat lunch personnel with respect.
9. Students who violate the above rules will be disciplined.
10.

Cell Phones and Other Electronic Devices (Policy 6025)

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students will not be allowed to wear headphones during the day unless they are specific for that class period or medically needed. Teachers will provide headphones for students if they are needed for class instruction. Headphones will be returned and kept in the teacher's classroom.

Students in grades 9-12 may use cell phones or other electronic devices on school grounds before and after school, during lunch and during passing time between classes so long as they do not create a distraction or a disruption. During class time, students will place their phones in each classroom's designated cell phone area. Student's smart devices will be placed in a designated area if they become a distraction in the learning environment. Students may not use cell phones or other electronic devices while they are in locker rooms or restrooms.

Students in grades PreK-8 are not allowed to use cell phones and other personal smart devices during the school day. Students may leave their cell phones or smart devices in their lockers or backpack, but are not allowed to carry them during the day.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have

permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and personal electronic devices. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.
- Submitting work through the use of an AI (artificial intelligence) unless permitted by a classroom teacher.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion. The

instructor may refuse to accept the student's work in which the cheating or plagiarism took place, and assign a grade of "F" or zero for the work.

Child Abuse and Neglect

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

Class Dismissal

Classes are in session from the ringing of the tardy bell until the teacher dismisses the class. The bell at the end of the period is not a dismissal bell, and students may not leave their classrooms until they have been excused by their classroom teacher.

Classroom Behavior

Student behavior and attitude in the classroom must be cooperative and serious. All students must:

- arrive to class on time;
- prepare for class with all necessary materials;
- be considerate of others;
- respond promptly to all directions of the teacher; and
- take care of school property and the property of others.

Teachers will establish classroom conduct rules that students must obey.

Closed Campus

Students may not leave the building without permission from the administration. Students may leave campus for lunch if they have secured their parents' written permission and submitted it to the office for approval.

Communicable Diseases

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173- Nebraska Health and Human Services/Control of

Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a "best practice" guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call Southwest Nebraska Public Health Department @ swhealth.ne.gov (308) 345-4223 or your healthcare provider.

Communicating with Parents

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Parents will also be notified of their student's possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail or by personal contact. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school.

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to 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

the complainant believes speaking directly to the person would subject the complainant to discrimination or harassment.

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

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

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

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

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

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

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

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

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

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

c) Interview the complainant to determine:

1) All relevant details of the complaint;

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

3) The action or solution which the complainant seeks.

d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 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 the complainant's written appeal.

5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.

a) This appeal must be in writing.

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

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

d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it 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 to a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

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

Bad Faith or Serial Filings.

The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable

to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Computer Network Use by Students

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

I. **Student Expectations in the Use of the Internet**

A. **Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

B. **Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use email, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.

7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename, or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not falsify electronic mail messages or web pages.
15. Students shall not use the computer for anything other than a teacher-directed or approved activity during instructional time.
16. Students shall not clear browser history or use private mode when browsing the Internet.

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 disciplinary actions, as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

III. Protection of Students

A. Children's Online Privacy Protection Act (COPPA)

1. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
2. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

B. Education About Appropriate On-Line Behavior

1. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
2. Staff will specifically educate students on
   a. Appropriate interactions with other individuals on social networking websites and in chat rooms.
   b. Cyberbullying awareness and response.
3. The School District's technology coordinator shall inform staff of this educational obligation and shall keep records

of the instruction which occurs in compliance with this policy

Computer Loan Agreement

Paxton Consolidated Schools is pleased to make computers available to students in grades 6-12. The equipment is the property of Paxton Consolidated Schools and is being loaned to the student/parent/guardian for educational purposes only for the 2024-2025 school year. The equipment will be returned to the school on a predetermined date or if the student is discharged from the school prior to the end of the school year. A new contract must be signed annually.

In order for Paxton Consolidated Schools to make a computer available as well as continue to provide state of the art technology, all students must take responsibility for appropriate and lawful use of this opportunity. While Paxton Consolidated Schools teachers and other staff will make reasonable efforts to supervise student use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access. The school district shall not be responsible for any claim, losses, damages or costs of any kind suffered directly or indirectly, by a user or his or her parents/guardians arising out of the use of its computer networks or Internet.

Listed within this section are the provisions of your agreement regarding computer network and Internet use. If you have any questions, you should contact an administrator. If any user violates any provisions under this Policy, the student's access will be denied, and he or she may be subject to additional disciplinary action.

Personal Responsibility

By signing the attached acknowledgement form, you are agreeing not only to follow the rules in this Policy, but are also agreeing to report any misuse of technology to an Administrator.

Computer Care

Students must have computers with them or under the direct supervision of a staff member or locked in a school locker at all times.

Computers must never be left unattended. Staff will pick up and give unattended computers to the Office.

Computers must be kept in the protective sleeve issued with the computer when not in use. If computers are kept in book bags or backpacks without the sleeve, students are responsible for any property loss or damage.

Students in grades PreK-6 are not allowed to take their computers/iPads home. The following consequences are applied to students for computers/iPads left unattended:

1. First offense - iPad is brought to the office and student receives a warning
2. Second offense - iPad is brought to the office and returned every night to the office for one week
3. Third offense - iPad is brought to the office and returned every night to the office for one month
4. Fourth offense - iPad is brought to the office and student will lose their privilege to use a school iPad unless supervised by a staff member

Students will be expected to complete all homework. This may be accomplished by staying after school to complete it using the students iPad or using a device at home so your work can be completed.

If the computer is lost, stolen or damaged while in the student's possession, the student/parent/guardian is responsible for the replacement or repair. Warranty will cover accidental damage. Intentional damages are the responsibility for the student/parent/guardian. Computers must be returned in good usable condition as it was when checked out.

Conferences

Students' academic success has been closely linked to parental involvement in school. The school district has formal parent-teacher conferences at the end of the first quarter and during the third quarter.

In addition to formal conferences, classroom teachers will communicate with parents as necessary. Parents are encouraged to communicate with their student's teacher or the building principal to discuss parental concerns, student needs or any other issue.

Copyright and Fair Use

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

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

Damage to School Property

Students who damage school property either intentionally or unintentionally may be required to pay to replace or restore the property, at the discretion of the administration.

Dating Violence Policy 5030

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Melissa States at 308-239-4283 (melissa.states@paxtonschools.org) or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Stacy McAbee, Secondary Principal at 308-239-4283 (stacy.mcabee@paxtonschools.org), Paxton Consolidated Schools, POB 368, Paxton, NE 69155 or in person at school. Students who believe that they

have been the subject of any other unlawful discrimination or harassment should contact the superintendent, Del Dack, at 308-239-4283 (del.dack@paxtonschools.org) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code

Student dress and personal grooming are to be business-like and conducive to effective instruction and learning. Dress and grooming shall not detract from the educational atmosphere. Administrators determine the standards of dress and personal grooming within District policies. Students and parents shall be informed of the rules and regulations regarding student dress and grooming. All staff members may send students to the office for suspected violation of student dress code policies. Administrators are given general authority and professional discretion in the administration of these policies. Students, determined by building principals to not be properly dressed or groomed in accordance with District policies, will be handled as follows:

1. First violation: the student will be asked to change into appropriate clothing.
2. Second violation: parents or guardians will be contacted.
    - The student will be asked to change. The student will remain in the principal's office until proper dress is brought to the student.
    - Classroom time missed by the student will be made up after regular school hours.
3. Third violation: See Student Behavior - Group One Offenses and Consequences.

The following standards will apply to ALL Paxton students:

- Students are to wear shoes at all times.
- Clothing which contains printed wording, pictures, or designs which advertise or promote alcohol, tobacco, electronic nicotine delivery systems, drugs, or which carries any vulgar or derogatory connotations, profanity, and/or sexual innuendo is strictly prohibited. Shirts or any item of clothing having questionable meanings deemed unacceptable in the educational setting will not be allowed.
- Clothing must properly cover the body. Any top worn in school must completely cover the back, stomach, and top of shoulders (minimum one-inch width covering the shoulder). Tube tops, halter tops, tops that are sheer or have bare shoulders, and clothing with a bare midriff are not permitted. Clothing cannot be

excessively tight or allow the midriff, cleavage, undergarments or back to be exposed. When standing or seated, tops must touch the top of the pants, shorts, skirts or skorts. Form-fitting leggings, tights, and yoga or spandex style pants will be allowed as long as they are worn with a top that meets the acceptable length and criteria for skirts/shorts/dresses.

- No head coverings (caps, hats, hoodies, or bandanas) are to be worn in the building. Students are expected to remove such items upon entering the building to start the day. <u>These items are to be placed in the student's locker and should not be carried around during the school day.</u>
- Shorts may be worn. The following are considered acceptable shorts: walking shorts, Bermuda shorts, hemmed cut-offs, athletic (coaching) shorts, split-skirts, and culottes. The shorts should be fingertip length when arms are held straight down along the sides.
- Outer coats are not to be worn in classrooms without special permission from the administration. Coats are to be placed in the student's locker and should not be worn during the school day.
- Skirt/Dress length will be treated the same as short lengths.
- Pajamas are not allowed.
- Students may not personalize school-issued attire.
- Any items that are disruptive to the educational process will not be allowed.
- Sponsors of student activities may allow special exceptions to these guidelines with permission of the administration. Examples may include: play performances, student dances such as Homecoming and Prom, class projects, etc.

<u>Driving and Parking Personal Vehicles</u>

Students who drive privately owned motor vehicles to school must obey the following rules:

1. Students may not move their vehicles during the school day without the permission of the building principal or superintendent. Students will not be allowed to sit in or be around their vehicles during the school day, without administrative permission.
2. Students must drive with care to ensure the safety of the pedestrians. Students may not drive carelessly or with excessive speed.
3. By driving personal vehicles to school and parking on school grounds, students consent to having that vehicle searched by school officials when they have reasonable suspicion that such a search will reveal a violation of school rules.

Drug Free Schools

The board of education has adopted policies to comply with the Federal Drug-Free Schools and Communities Act. Students are prohibited from using, possessing, or selling any drug, alcohol, or tobacco while on school grounds, at a school activity or in a school vehicle. Vape pens and cartridges also fall under the drug policy set forth in this handbook. Paxton Consolidated Schools will enforce the use of vape detectors throughout the school. Students caught with a vape device on school grounds will receive the appropriate consequence. In addition, students who participate in the school's activities program should refer to the Activities Handbook which prohibits the use or possession of alcohol, controlled substances and tobacco at all times.

Any student who violates any school policy regarding drug, alcohol, and tobacco use will be disciplined, up to and including short-term suspension, long-term suspension, or expulsion from school and/or referral to appropriate authorities for criminal prosecution.

Emergency Contact Information

Parents must complete an emergency information form for each child enrolled in the district. The form should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes during the school year.

Evacuations

The school district will hold routine evacuation drills throughout the school year. Classroom teachers will provide students with detailed instructions on building evacuations.

Eye Exams

All students enrolling in kindergarten or transferring into the school district from out of state must undergo a visual examination by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist which consists of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity, except that no such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing. They must provide evidence of the vision examination within six months prior to entrance. The cost of such physical examination and visual evaluation shall be borne by the parent or guardian of each child who is examined.

Field Trips

Classes occasionally take field trips off school property for educational enrichment. A student's parent, or "caregiver" as that term is defined in the Nebraska Strengthening Families Act, must authorize a student to participate in a field trip by signing a permission slip and providing it to the school before the field trip. Students who have not completed classroom work on time may not be allowed to attend field trips. Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

First-Aid

First-aid items may only be used by school staff. Students who need first aid should ask for assistance from their classroom teacher or the nearest staff member.

Food Service Program

The school district provides a food service program including breakfast and lunch that is designed to provide adequate nutrition and an educational experience for students.

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Payment for Meals

Students are encouraged to pay for meals several weeks in advance. Payment should be made to the bookkeeper in the office.

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

Nondiscrimination Statement

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

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

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

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider

Head Lice

Upon discovering the presence of live lice or louse eggs, the school will notify the student's parent(s) or guardian(s). The student will be isolated from contact with other students and their belongings, and a parent or guardian must pick the child up from school immediately.

By Nebraska DHHS regulation, students are not permitted to return to school until the student is treated such that no live lice or louse eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined. The student cannot ride the school bus until the district has cleared the student to return to school.

Health Problems Limiting Activities

Parents who do not want their children to play outdoors or participate in physical education for health reasons must send a written request to school. If a student persistently requests to be excused from these activities, the building principal or classroom teacher may require a doctor's verification.

Parents should notify the principal or superintendent if their student has any special health problems such as diabetes, asthma, or the like.

Homebound Instruction

The school district may provide a student with instruction in his or her home and under parental supervision if the student is physically or mentally ill or injured and unable to attend regular classes for an extended period of time. Homebound instruction shall be provided when the student's physical and mental condition are such that the student can benefit from instruction and no other provision will meet the student's educational needs. If you believe that homebound instruction is appropriate for your child, please contact the building principal to initiate the appropriate process to determine eligibility.

Homeless Children and Youth

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is the superintendent, who may be contacted at 308-239-4283.

Illness or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital. Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Immunizations

All students must furnish one of the following to school officials:

- proof of adequate immunizations for mumps, measles, rubella; diphtheria, pertussis, tetanus; polio; and hepatitis B series; or
- a signed parental statement of refusal to provide the immunization history. Homeless students who are in need of immunizations will be referred to the homeless coordinator, who shall assist in obtaining necessary immunizations or medical records.

Provisional Enrollment. Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for sixty days without the necessary immunizations.

Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Lockers and Other School Property

The school district owns and exercises exclusive control over student lockers, desks, computer equipment, and other such property. Students should not expect privacy regarding usage of or items placed in or on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers, and other such property may be conducted at the discretion of the administration. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

Lost and Found

All lost and found articles are to be taken to the school office. Students may claim lost articles there. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Medications

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

Prescription medication. (1) Parents/guardians must provide a physician's written authorization for the administration of the medication. (2) Parents/guardians must provide their own written permission for the administration of the medication. (3) The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

Non-prescription medication. (1) Parents/guardians must provide written permission for the administration of the medication. (2) The medication must be brought to the school in the manufacturer’s container. (3) The container must be labeled with the child’s name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student’s physician regarding any medication prescribed by such physician.

Media Center

Students must check out materials from the librarian on duty. Each borrower is responsible for all books checked out in his/her name. If a book is lost and not found by the end of the school year, the student must pay for it. Students must also pay for any damage they cause to library books.

Memorials

Memorials or plaques honoring deceased students are generally not allowed in or on the school grounds unless authorized by board policy. Dedications to students will not be allowed.

Scholarships in the deceased person's name will not be set up by the school. Scholarships set up by outside organizations or individuals, such as a foundation, will be allowed.

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.

Parental Involvement

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.

2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.

3. Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.

5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.

6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.

7. The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

Parties

Elementary classes may have seasonal parties during the year. Parents shall communicate with their student's classroom teacher for the teacher's rules regarding birthday and holiday parties. Invitations for private parties and non-school-sponsored events may not be distributed at school.

Personal Items

The school provides the necessary equipment for classroom and school day activities. Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they

have the prior permission of their classroom teacher or a school administrator. The school is not responsible for damaged or lost personal items or equipment.

Physical Education

The school district requires students to receive physical education to assist them in developing gross and fine motor skills. Students are not required to wear P.E. uniforms, but are encouraged to wear tennis shoes for P.E.

Physical Exam

Students entering kindergarten and the seventh grade, and those entering school from another state, are statutorily required to show evidence that they have had a physical examination within six months prior to the date of entering school.

Pictures

The school district arranges for a photographer to be present at school in the fall to take class pictures. Parents will be notified of the date. Included in the individual packet is a class composite. Parents who want pictures of their students or of their student's class composite may purchase them directly from the photographer.

Playground Rules

Students must follow these rules to keep the playground safe when they are using the playground as part of the school day:

1. Students must obey the playground supervisor, and remain in sight of the supervisor at all times.
2. Students may not enter the street/parking lot to retrieve items unless given permission by the playground supervisor.
3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited. Students may only play football on grassy areas.
5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and/or clothing.
6. Students must use the playground equipment properly and in a safe manner.
7. Students may not leave the playground during recess time, and must request permission to go inside the building for any reason.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention, and/or other consequences.

The school's playgrounds, equipment, and surrounding areas are generally not supervised. Staff will supervise students when the students are using these areas as part of the school day or as part of a school activity. At all other times and in all other circumstances, the school district does not provide supervision of its playgrounds, equipment, and surrounding areas.

Police Questioning and Apprehension

Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

Protection of Student Rights

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

ACT Exam

Students taking the ACT Exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

Public Displays of Affection

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Prohibited conduct includes hugging, kissing, touching or any other display of affection that a staff member determines to be inappropriate.

Reasonable Suspicion Testing

Students may be required to submit to drug or alcohol testing if there is a reasonable suspicion that the student is under the influence of drugs or alcohol.

Rights of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term "custodial parent" refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students' records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Secret Organizations

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

School Day

The school day typically begins at 8:00 a.m. and ends at 3:27 p.m. Monday through Thursday with a 2:00 dismissal on Fridays. Students are to leave the school grounds after dismissal. **There will be no supervision provided by the school before or after these times**. Parents must arrange for their children to leave school promptly at the end of the day.

Self Management of Diabetes or Asthma/Anaphylaxis

Subject to school policy, the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis. Parents desiring to develop such a plan should contact the building principal.

Sniffer (Drug) Dogs

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

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

Standardized Testing

Students will participate in the following tests:

- Grades K-2: MAP (Measure of Academic Progress) test in the Fall, Winter and Spring
- Grades 3-8: NSCAS (Nebraska Student-Centered Assessment System) Growth test in the Fall, Winter, and Spring
- Grade 9: MAP (Measure of Academic Progress) test in the Fall and Spring
- Grade 10: MAP (Measure of Academic Progress) test in the Fall and Pre-ACT in the Spring
- Grade 11: ASVAB (Armed Services Vocational Aptitude Battery) test and Practice ACT test in the Fall. ACT tests will be administered in the spring as a part of their state accountability testing.

Test results will be shared with parents when they become available.

Student Assistance

Parents who believe their students have any learning, behavior, or emotional needs that they believe are not being addressed by the school district should contact the student's teacher. If appropriate, the teacher may convene the Student Assistance Team (SAT). The SAT can explore possibilities and strategies that will best meet the educational needs of the student.

Student 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 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.

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 $0. 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 $0.

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: $_0___
  - Covers admission to all extracurricular events
- Student Participation Fee: $_0__
  - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: $_0__
- DECA: $__0_
- National Honor Society: $_0__
- 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: $_0__
- Football: $ _0__
  - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: $__0_
  - Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: $_0__

- Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: $_0__
  - Students must provide their own shoes and undergarments
- Future Farmers of America: $_0_
  - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: $_0__
  - Students must provide their own weapons and ammunition
- Science Club: $_0__
- FCCLA: $_0__
- Spanish Club: $_0__

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. The costs of these items will naturally vary, but the maximum dollar amount for tuition and fees is anticipated to be $130/hr per course.

8. Transportation Costs.

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

The maximum dollar amount of the transportation fee charged by this district shall be $__0___.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of $__0_ 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 $__0__.

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 $__0__.

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-5
  - Regular Price $2.20
  - Reduced Price $.40
- Breakfast Program – Grades 6-12
  - Regular Price $2.20
  - Reduced Price $.40
- Lunch Program – Grades K-5
  - Regular Price $2.90
  - Reduced Price $.40

- Lunch Program – Grades 6-12
  - Regular Price $3.40
  - Reduced Price $.40

13. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activies fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: $_0__
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: $_0__
  - 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 $__0__.

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.

Student Government

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation, and scope of the student government shall be administered by the superintendent or designee.

Student 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 support under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and arrange for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

Student Records

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Directory Information. FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of

directory information regarding their children. The school district has designated the following as directory information:

> name and grade, name of parent and/or guardian, address, telephone number, including the student's cell phone number, e-mail address, date and place of birth, dates of attendance, the image or likeness of students in pictures, videotape, film or other medium, major field of study, participation in activities and sports, degrees and awards received, social media usernames and handles, weight and height of members of athletic teams, most recent previous school attended, certain class work which may be published onto the Internet, classroom assignment and/or home room teacher, student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems (but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user). Directory information does not include a student's social security number.

Directory information about students may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

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

Parents who ***OBJECT*** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released.

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be

disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Transfer of Records Upon Student Enrollment
Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

Complaints
Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Student Schedule Changes

Student schedule changes may be made without penalty during the first three days of each semester. Drop and Add slips are to be obtained from the office of the Guidance Counselor and must be signed by the guidance counselor, the building principal and the teacher of the class that is to be added and dropped. The student and the parent/guardian must also sign the drop and add form.

Tardiness

A student who does not have a valid excuse for being tardy to any class may be required to serve detention. After five tardies to school, the student and parents may be required to meet with the principal to discuss the situation.

SCHOOL EXCUSED TARDY: (1) Excuse must be given by phone or by note from the parent. (2) Ten minutes or less will be considered tardy. After 10 minutes an absence will be recorded for that period. Parents will be notified when their student has five (5) tardies per semester. Each subsequent tardy will result in an absence recorded for that class period for that semester.

NOT SCHOOL EXCUSED TARDY: Parents will be notified if their student has tardy the first period of the day and/or the first period after lunch. Each three (3) tardies will count as one absence for that class per semester. If a student has more than three tardies per semester, each subsequent tardy (beyond three) will be recorded as an absence for that class for that semester. Teachers will be responsible for tardies during periods other than the first period of the day and the first period after lunch.

Telephone Calls

The school's telephone may be used only with permission of staff.

Threat Assessment and Response Policy 3039

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

1. Definitions

a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that

indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.

i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.

ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.

iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.

b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.

i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

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

Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

3. Threat Assessment Team

The threat assessment team (team) shall consist of School Safety Team Members. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

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

4. Threat Assessment Investigation and Response

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

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

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

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

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

5. Communication with the Public about Reported Threats

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

6. Coordination with the Crisis Team After Resolution of Threat

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

Transportation Services

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a short period of time so as not to jeopardize the time remaining for the rest of their schedule.

The Superintendent will schedule bus routes, and questions concerning them should be directed to that office.

Bus Regulations

Riding school vehicles is a privilege, not a right. The bus drivers have the same authority as teachers while transporting students. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles. If misconduct is recurring, the student will not be allowed to ride the bus.

a) **Rules of Conduct on School Vehicles:**

1) Students must obey the driver promptly.
2) Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
3) Students are prohibited from fighting, engaging in bullying, harassment, or horseplay.
4) Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
5) Students must remain seated and keep aisles and exits clear while the vehicle is moving.
6) Students are prohibited from throwing or passing objects on, from, or into vehicles.
7) Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
8) Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
9) Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
10) Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
11) Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
12) 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 a note home to parents, suspension of bus riding privileges, exclusion from extracurricular activities, in-school suspension, short term or long term suspension from school, and/or expulsion.

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

c) Records

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Requests to be dropped off at a point **not** on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of the non-route student presents written permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver).

Transportation to Activities

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must submit a release form to the sponsor that has been signed by that student’s parent.

Video Surveillance and Photographs

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Unless otherwise authorized by board 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, students are not prohibited from making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, 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.

An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

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. Students who violate this policy may be subject to discipline up to and including expulsion.

Weather-Related School Closing

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme heat, snow, or ice. School closings will be announced on radio station KMCX 106.5, KOGA 99.7, KELN 97.1, KX104, Wild Country 93.5, the Hawk 98.5 and Rock 100.7 and television stations 10-KOLN, 6-NTV, and 99 or 2-KNOP and the school district's web page & social media outlets. Parents should assume that school

is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students home after contacting the district office.

When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Withdrawal From School

Students who are moving from the district must notify the school office.

Work Permits

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

SECTION TWO

ACADEMIC INFORMATION

Academic Lettering

A student in grades 9-12 is eligible for an academic letter if he/she achieves High Academic Honors in consecutive semesters.

Class Rank Policy 6008

Student class rank shall be determined by using a numeric grade point average derived from all classes graded on a numeric basis. To be included in the class ranking, a student must have received a numeric grade for each core curriculum class in which he/she was enrolled. For the purposes of this policy, core curriculum shall include all courses in the areas of language arts, mathematics, science, and social studies.

Students who transfer into the school district will be eligible to be included in class ranking after two semesters of attendance.

Students who transfer into the school district in the middle of their senior year will be eligible to be included in class ranking, although a mid-year transfer will not displace the ranking of a student who has not transferred mid-year. In those circumstances there will be two students holding the relevant class ranking. Mid-year transfer students will not be eligible to receive senior awards such as valedictorian and salutatorian unless the student has been enrolled in the district's high school for the last two semesters.

Grades

Students will receive letter grades for their academic core classes.

The middle and high school grading system is as follows:

A	Superior	100% - 93%
B	Above Average	92% - 85%
C	Average	84% - 76%
D	Unsatisfactory/Below Average	75% - 70%
F	Failing (no credit)	69% - 0%
I	Incomplete	

A student may earn an incomplete when he or she fails to complete classroom assignments. Any student in grades 6-11 who receives an incomplete will have this grade recorded on his/her permanent record until the required work is completed to the teacher's satisfaction. If a student

does not remove an incomplete by completing the minimum classroom assignments, the incomplete will be calculated as a failing grade in determining the student's grade point average.

If a student does not remove an incomplete by completing the necessary work within two weeks of the end of the grading period, the incomplete will become a failing grade that the student may make up only by taking the entire course again. The two-week period may be extended by mutual agreement of the teacher, principal, and student.

A student who receives an incomplete during his/her senior year must satisfactorily complete the classroom assignments to participate in the graduation ceremony. Seniors with incompletes will not be dismissed from school attendance until the classroom assignments are completed to the teacher's satisfaction.

GPA

A student's GPA (grade point average) is figured on a semester basis. The GPA is determined by averaging the students' cumulative grades in academic courses.

Graduation Awards Policy 6007

The valedictorian and salutatorian of the graduating class shall be the students with the highest and second highest cumulative percentage grade point averages respectively in core curriculum course work completed in grades nine through twelve. These students will receive their awards during commencement exercises.

Students to be considered as being the salutatorian or valedictorian of the senior class must be in attendance at Paxton Consolidated Schools both semesters of their senior year. If they enter Paxton Consolidated Schools during their senior year and the school has been in session for two weeks or more, the student will be considered only as a possible tie for the salutatorian of the class. All senior students who have an "A" average for the four years of attendance shall be announced at graduation exercises.

A Valedictorian and Salutatorian shall be honored from each graduating class. These individuals must complete all Paxton Consolidated School graduation requirements and must accumulate 240 credits of which 230 will be academic credits. These credits must include:

- 40 credits of English
- 40 credits of Math (includes Algebra I & II, Geometry and one unit that builds on Algebra or Geometry)
- 30 credits of Natural Science

- 35 credits of Social Studies
- 20 credits of World Language
- 65 additional academic credits

Note: Algebra I taken in Jr. High does not count towards the requirement to earn 40 credits of high school math. Students taking academic courses to fulfill graduation requirements as pass/fail credit (i.e. Edgenuity) will not be eligible for valedictorian or salutatorian recognition.

Graduation Requirements

Students must earn two hundred thirty (230) total credit hours in order to graduate from high school.

Required courses and credit hours that students must complete in order to qualify for the Paxton Consolidated Schools High School Diploma are:

GRADUATION REQUIREMENTS

Policy 6005

A. 40 credits English
B. 30 credits Math
C. 30 credits Science
D. 30 credits Social Studies
E. 10 credits Vocational Arts
F. 10 credits Fine Arts
G. 10 credits Personal Health and Physical Fitness
H. 5 credits Personal Finance/Business Math
I. 5 credits Computer Science (required for the graduating class of 2027 and after)

230 Total credits

Students must pass all the above listed required courses plus enough additional courses to total 230 credits.

Students will be required to earn 10 credits of American History and 10 credits of American Government as part of their Social Studies credits.

Vocational courses will include any course taught in these areas:

- Business
- Family and Consumer Science
- Industrial Technology
- Information Technology
- Agriculture
- Life Skills

Fine arts courses will include any course taught in these areas:

Music
Band
Art

Academic and Non-academic Classes: Non-academic classes include vocal and instrumental music, personal health and physical fitness, student aide, and School-to-Career. Only 30 of the 230 credits may be earned in non-academic classes. All other courses are considered to be academic classes. World language, speech, art, ag, business, information and industrial technology are all examples of academic classes.

Credit: A student must successfully complete a class to earn credit. Failed classes receive no credit.

Academic credit is earned at a rate of 5 credits per semester in an academic class that meets five days per week. If the class meets for a full year, the student earns 10 credits upon successful completion of the class.
Algebra I, if taken in Jr. High, does not count towards high school graduation requirements.

Students in 12th grade may apply for an Extended School to Career. Extended School to Career allows students in the 12th grade to leave the building for up to 3 consecutive class periods each school day to participate in a career based learning activity. These applications must be completed and approved by the guidance counselor and administration.

Transfer students must meet the minimum hour requirement for graduation both in terms of total number and specific subject areas. Substitutions may be made for deficiencies in required courses, provided that it was not possible to include the courses on the student's schedule while enrolled at this school district.

Students who receive special education services are mainstreamed into the regular education curriculum when appropriate. The curriculum content of regular education classes may be modified to accommodate the individual needs and abilities of verified special education students. Each curriculum modification will be included on the student's Individual Education Plan by the Multidisciplinary Team and/or school staffing teams composed of special

and regular education staff. Hours in special education will be counted toward a high school diploma.

Parents of students who may not qualify for their high school diploma because of academic deficiencies will be notified of this possibility by the beginning of the second semester of the student's senior year.

Homework

Homework consists of assignments made by teachers that students must complete during non-class time. Homework is intended to ensure student learning of certain concepts and/or skills found in the written and taught curriculum.

Teachers are encouraged to assign homework and must use their professional judgment in determining the length, difficulty, and student readiness to proceed with homework assignments. Homework assignments shall be kept minimal on Wednesday nights, which is traditionally considered "family night" in the community.

Honor Roll

Honor Roll will be figured at the end of each grading period based on the student's academic grade average.
No modified academic program will be accepted for inclusion on either Honor Roll.

93 to 100 = A Honor Roll
85 to 92 = B Honor Roll

* Students acknowledged as achieving all A's during the grading period will be designated with an asterisk.

Example:	A Honor Roll	B Honor Roll
	92	90
	90	92
	97	90
	93	91
	98	89
	470 / 5=94	452 / 5 = 90.4

Late Work Policy

The late work penalty is a 25% deduction per day for students in grades 6-12. The purpose of the late work policy is to help students become more responsible, meet deadlines and complete tasks on time. Students are assigned tasks to help master content standards and course objectives. Students often fail classes when they do not complete their work in a timely

manner. The 25% per day late work penalty for grades 6-12 has been established to help our students learn an important life skill as well as to learn course material. There are few jobs or careers in which consistently late completion of assigned tasks is acceptable. Note: If a student has a school-excused absence, the late work penalty applies when the make-up slip due date has expired.

Students who are absent a half day or less due to their participation in school-sponsored activities (field trips, ball games, quiz bowl, Science Olympiad, track meets, etc.) should turn in work the day it is due unless other arrangements have been made with the instructor. Students who are absent due to participation in school-sponsored activities will be allowed one day to turn in their work without penalty per each day on which they miss five or more periods.

Mid-Term Graduation

Students are generally required to attend four years of high school (minimum of seven semesters) to be eligible to receive a diploma from the school district.

The Board of Education, upon receiving administrative recommendation, may grant mid-term exit from high school to students who have completed the requirements for graduation. To be considered for mid-term exit from high school, the student and his/her parents or guardian should apply during the first quarter of the student's senior year. The Board of Education will act on all requests. Any student who is granted mid-term exit from high school forfeits all privileges of high school enrollment, except the right to participate in commencement exercises.

Promotion & Retention

6th-8th Grade Promotion Requirements

To be promoted from the 6th, 7th to the 8th grade, a student must earn a minimum of 45 credits. These credits will be earned from academic and non-academic courses including math, science, social studies, English and electives. Credit recovery can be earned by attending summer school during the month of June.

To be promoted from the 8th grade, a student must earn 45 credits in addition to those earned as a 7th grader.

7-8 Academic Class Credits	7-8 Non-Academic Class Credits
Language Arts-5/semester	Music-1/semester
Math-5/semester	Personal Health & Physical Fitness-5/sem
History-5/semester	Band-5/semester

Science-5/semester
Reading-5/semester
Computer Applications/STEM 7 – *5*/semester
Careers 8 - 2.5/9 wks.
Health 8 – 2.5/9 wks.
Ag Education 7/8 -2.5/9 wks. & Art 7/8 – 2.5/9 wks

9-12 Grade Level Promotion Classification

To be classified at the following grade levels in grades 9-12 you must meet the requirements below:

Freshmen must have met criteria set for promotion from the 8th grade.
Sophomore students must have accumulated a minimum of 50 high school credits as a freshman.
Junior students must have accumulated a minimum of l00 high school credits during their freshman and sophomore years.
Senior students must have accumulated a minimum of 150 high school credits during their freshman, sophomore, and junior years.

Report Cards

Report cards are sent home the week following the end of the nine-week reporting period. Progress reports are also sent to parents of students who are having difficulty in an academic subject at the start of the 4th & 7th week of the quarter.

SECTION THREE

STUDENT DISCIPLINE

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, and club activities, are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services,

rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

After School Sessions and Detentions
Teachers and administrators may require students to stay after school or to serve detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers.

Students who ride the bus home from school will be given a 24-hour notice of after-school time or a detention so that the parents may make plans to pick up the student the following day.

- After-school sessions will not exceed 30 minutes from the time of dismissal and are to be served in the teacher's room. A student who fails to attend an after school session may be given a detention by the teacher or may face additional disciplinary consequences up to and including long-term suspension and/or expulsion. A student who

has a conflict with an after-school session is responsible for working it out with the teacher.

- Detentions are 30-60 minutes, served in the central office or the detention room designated by the building principal.

In-School Suspension
The building administrator may require a student to serve in-school suspension. Students may be required to attend school-sponsored suspension at a designated location where they will work on school-related assignments, tasks and activities. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

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

Short-Term Suspension
The Principal or the Principal's designee may exclude a student from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or

2. Other violations of rules and standards of behavior adopted by the board of education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he/she is accused of having done, an explanation of the evidence the authorities have, and an opportunity to explain his/her version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student and the student's parent or guardian, describing the student's conduct, misconduct, or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: supervised by school personnel.

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 provide either an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in Neb. Rev. Stat. 79-266.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;

3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (see also board policy on weapons and firearms);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults that occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules, or a single violation if the conduct amounts to a criminal act, if such violations constitute a substantial interference with school purposes:

a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, sex, national origin, or religion;
b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
c. Violating school bus rules as set by the school district or district staff;
d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation, or electronic cigarettes, vapor pens, etc.;
e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
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 initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent;
i. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced

consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault;

j. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
k. Violation of the district’s computer acceptable computer use policy are subject to discipline, up to and including expulsion;
l. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or “look-a-like” weapon;
m. Using any object to simulate possession of a weapon;
n. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and

o. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

The length of any suspension, expulsion, or mandatory reassignment shall be as provided or allowed by law.

Reporting Requirement to Law Enforcement

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

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

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

The following procedures shall be followed with regard to 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.

STUDENT BEHAVIOR OFFENSES AND CONSEQUENCES

GROUP ONE

OFFENSES

1.1 Littering on school grounds or in the building.
1.2 Disturbance of class, study hall, cafeteria, school function or while traveling in a school vehicle.
1.3 Inappropriate display of affection.
1.4 Inappropriate behavior.
1.5 Skipped detention.
1.6 Lack of respect for other students, teachers, personal, and school property.
1.7 Leaving school grounds without permission or going to the parking lot without office permission.
1.8 Any other items of misbehavior.
1.9 Being in restricted areas of building or grounds without permission.
1.10 Improper care or deliberate damage to books or school property.
1.11 Traffic or parking violations related to school rules.
1.12 Violation of dress code.
1.13 Violation of Acceptable Use of Technology

CONSEQUENCES

1.1 First offense—Oral reprimand, detention (4 hours or less), teacher/student conference.
1.2 Second offense—Long-term detention (4 -16 hours), notification of parents.

1.3 Third offense—Office referral, in-school suspension, parent/student/teacher/ principal conference.
1.4 Fourth offense—Short-term out-of-school suspension, parent/principal conference. A parent may be asked to accompany the student to class for the same length of time.
1.5 Fifth offense—Long-term out-of-school suspension, parent/principal conference. A parent may be asked to accompany the student to in-school suspension for half the suspension time.
1.6 Sixth offense—Recommendation to superintendent for expulsion. For Group One offenses the first two offenses will be handled by the classroom teacher or by whoever sees the offense. After a student reaches the 1.3 status they will progress to 1.4 regardless of what class or by whom they are referred.

GROUP TWO

OFFENSES
2.1 Truancy
2.2 Use of profanity.
2.3 Smoking, chewing tobacco, use or possession of tobacco or electronic nicotine delivery systems on school grounds or within the school building or during school sponsored activities.
2.4 Insubordination. (disobedience to authority).
2.5 Possession of a pocket knife. (a single edge blade no longer than two and a half inches)
2.6 Verbal assault or verbal/written threats. (student-to-student)
2.7 Disturbance of class, cafeteria, or any other school function.
2.7 Smoking, chewing tobacco, use or possession of smoking materials including electronic nicotine delivery systems on school property, in any facilities belonging to the school system, or during times when students are to be in the direct control of the school system.
2.9 Tampering with report cards, passes, or any other school records.
2.10 Defiance of staff/personnel authority.
2.11 Use of violence, force, coercion, threat, intimidation or similar conduct against any student, school employee, or other person.
2.12 Possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
2.13 Verbal abuse, harassment, profanity towards, or disrespect for school personnel and/or students.

CONSEQUENCES
2.1 First offense—Office referral, long-term detention, notification of parents.
2.2 Second offense—Office referral, in-school suspension, parent/student/teacher/principal conference, school counselor/student counseling sessions and parent contact.
2.3 Third offense—Short-term out-of-school suspension, parent/principal conference. A parent may be asked to accompany the student to class for the same length of time.

2.4 Fourth offense—Long-term out-of-school suspension, parent/principal conference. A parent may be asked to accompany the student to in-school suspension for half the suspension time.
2.5 Fifth offense—Recommendation to superintendent for expulsion.

GROUP THREE

OFFENSES

3.1 Damage to property of substantial value. The administration will determine what constitutes "substantial value". (Financial restitution will be required of the student in all cases of damage, defacing, or destruction.) If damage is over $100.00, it may be turned over to the appropriate law enforcement agency.
3.2 Fighting or causing to fight in school, on school property, or during a school-sponsored activity. A student would not be considered to have violated the policy if the student participated in the fight, but does so only in self-defense.
3.3 Trespassing.
3.4 Verbal abuse, harassment, profanity towards, or disrespect for school personnel and/or students.
3.5 Threat to obtain money or anything of value; theft or attempted theft.
3.6 Use of profanity toward school personnel.
3.7 Willfully causing or attempting to cause substantial damage to private or school property or stealing or attempting to steal private or school property.
3.8 Extortion of any student.
3.9 Public indecency.
3.10 Sexually assaulting or attempting to sexually assault any school employee or any student.
3.11 Engaging in any other activity forbidden by the laws of the State of Nebraska which constitutes a danger to other students or interferes with school purposes.
3.12 Sexting.

CONSEQUENCES

3.1 First offense—Office referral, in-school suspension, parent/student/teacher/principal conference.
3.2 Second offense—Short-term out-of-school suspension, parent/student/teacher/principal conference, counselor/student counseling sessions. A parent may be asked to accompany the student to class for the same length of time.
3.3 Third offense—Long-term out-of-school suspension, parent/principal conference. A parent may be asked to accompany the student to in-school suspension for half the suspension time.
3.4 Fourth offense—Recommendation to superintendent for expulsion.

GROUP FOUR

OFFENSES

4.1 Unlawfully possessing, consuming or being under the influence of any drug, narcotic, or alcohol;

unlawfully possessing or consuming any "look-alike" drug, or drug paraphernalia; or the abuse of

over the counter drugs at school, at school sponsored events, or prior to attending school or school

events.

CONSEQUENCES

4.1 First offense—Out-of-school suspension up to nineteen (19) days, notification of parents, notification of law enforcement personnel, recommendation of drug/alcohol assessment at the expense of the student or his/her parents, or possible recommendation to the superintendent for expulsion.

Five Day Suspension:

*The student has been proven to be in violation of a school policy on drug/alcohol use.

*The student has agreed to a drug alcohol assessment.

*The student has revealed the source of their chemical to the proper school official after having been informed this information will be passed on to the appropriate law enforcement official for their further handling of the matter. Under no circumstances will a student be told that nothing further will happen to them. Since the matter has been referred to law enforcement officials, the issue is now in their hands and must be dealt with according to their policies and procedures.

Ten Day Suspension:

*A suspension for 10 days is to be made when a student has been proven to have been violating the Paxton Consolidated School District drug and alcohol rules and who has agreed to a formal drug and alcohol assessment, but who has refused to reveal the source of the chemical. In other words, a student who has been drinking but who refuses to tell who got the liquor for them can receive no less than a 10 day suspension, assuming that he/she is agreeable to a chemical assessment.

Nineteen Day Suspension:

*A 19 day suspension is to be given to all students who refuse a chemical assessment or who for severity of infraction or other extenuating reasons do not fall into the first time recommendation to the superintendent for expulsion.

GROUP FIVE

OFFENSES

5.1 Assault and/or battery on an employee or student of the Paxton Public Schools.
5.2 Threatening or causing bodily harm to school personnel or students.
5.3 Pulling fire alarm.
5.4 Making bomb threat.
5.5 Possession of fireworks.
5.6 Engaging in any activity forbidden by law which interferes with school purposes.
5.7 Verbal abuse, harassment, profanity towards school personnel.
5.8 Stealing of personal or school property.

CONSEQUENCES

5.1 First offense—Long-term out-of-school suspension, parent/principal conference.
5.2 Second offense—Recommendation to superintendent for expulsion.

GROUP SIX

OFFENSES

6.1 Possession of a weapon (Ex. Knife or gun) as defined by local law enforcement.

CONSEQUENCES

6.1 First offense—Recommendation to superintendent for expulsion.

IMPORTANT FACTS

On Group two and three offenses, students will be able to move back one step (i.e., move from 3.4 to 3.3) if the student can go forty-five (45) school days without an office referral.

Regardless of the offense within a given group, the student will progress to the next level of consequences. Furthermore if a student receives an offense in a different group than what he/she has previously obtained the most severe consequences will be administered.

Students may receive full credit for their school assignments while serving an in-school suspension. Students may receive a maximum of 70% on school assignments while serving an out-of-school suspension. Students will receive zeroes in all school assignments while serving an expulsion.

SECTION FOUR

STAFF DIRECTORY

Members of the Board of Education:

Cory Holm..... President
Doug Wasserman..... Vice-President
Leah Fote..... Secretary
Michael Holzfaster..... Treasurer
Brittany Hardin..... Member
Jeremy Spurgin ..... Member

Administrative Staff:

Del Dack.....Superintendent/Elementary Principal
Stacy McAbee ..... Secondary Principal, Activities Director, Title IX Coordinator

Teaching Staff:

Sophie Jaeger .....DL HS Accounting
Amy Wiedel ..... DL Spanish I/II/III
Brittany Brott .....Resource, Elem Reading, Early Childhood
Jordan Cullers.....Grade 2, Science Olympiad
Amy Dickmander .....Elementary, Business, FACS, Freshman Class Sponsor
Bethany Essink ..... Resource, Junior Class Sponsor
Elizabeth Gleason.....Grade 3, HAL Coordinator, Ass't HS Track
Kendra Jay.....Grade 4, Gr 4-6 ELA, Elementary SAT Member
Lindsey Jorgensen ..... Health, P.E., JH/HS Cross Country Coach,
..... JH Girls Basketball Coach, JH Girls Track Coach, Assistant Track Coach
Scott Jorgensen..... Social Studies 9-12, Weightlifting 9-12, Athletic
.....Director, GBB & Head Track Coach
Anthony Julian.....7-8 Science, 6-8 Social Studies,
.....7th Grade Class Sponsor, JH Football, JH Boys Basketball, HS Golf
Erin Kuenning .....Preschool & Assistant HS Volleyball
Dana Merrill.....Grade 1, SAT Chair Elementary
Lisa Mitchell.....Title I, Head Volleyball Coach,
.....Head MS Volleyball Coach, JH Boys Track Coach
Megan Mullen.....Grade 5, Gr 7/8 STEM, Science Olympiad
Tara Peters.....Vocal and Instrumental Music, FPS (6-12)
Morgan Schaeffer .....Kindergarten
Hannah Seifer .....MS Language Arts/Reading, 6th Grade Class Sponsor
Jean Spencer..... School Counselor, Nat'l Honor Society Sponsor, SAT Chair
504 Coordinator
Katie Stevenson ..... 9-12 Science, Soph Class Sponsor,Science Olympiad
Jodi Storer..... Reading, Media Specialist, 8th Grade Class Sponsor
Michelle Thomas ..... 6-12 Math, Senior Class Sponsor

Corey Turner ……..…….. Ag Education 7-12, FFA Sponsor
Austin Uden……9-12 Math, College Math, ESports Sponsor, Freshman Class
Mary Schimonitz…..…… 9-12 English, Journalism/Yearbook, STUCO
Trey White ……..…. Art, Assistant FFA Sponsor

Paraprofessionals:

Lisa Babbitt ……..
Kim Connick ……..Cheerleading Sponsor
Crystal Fox ……..……Speech Coach
Hayley Runquist ……..……..
Ana James ……..……..
Brittany Kugler ……..……..
Tatum Nielsen ……..……..
Sara Vasquez ……..……..

Office Staff

Olene Beck..... Business Manager
Cher Perlinger..... Administrative Assistant
Stacy Schutz ……... Technology Coordinator

Custodians

Chance Morland.....Secondary Custodian & Head GBB Coach
Mike Morland..... Head Custodian
Nicole Potts……..... Elementary Custodian

Food Service Program

Robin Peterson..... Food Service Manager
Paula Rosentrater……..……Assistant Cook
Angela Fricke..... Assistant Cook

Transportation Department

Matt Fox..... JH FB Coach, HS FB Ass't Coach, Route Driver
Jim Knothe..... Route Driver
Cal Hoover…….. Route Driver

Additional Coaching Staff

Tyler Cassell …… Assistant HS Cross Country Coach
Linda Drews …… Assistant One Acts Coach
Tania Fox …….. One Acts Coach
Brian Neilsen ……..……..Assistant HS FB Coach
Melanie Flores……..…..…….Cheerleading Sponsor

Special Services Staff

Kristi Chessmore……Special Education Director
Jennie Dyer …… ESU 16 Physical Therapist
Hannah Robertson ……Speech Pathologist
Dr. Luke McConnell ……..School Psychologist

SCHOOL CALENDAR 2024-2025

August 15	1st Day of School 8:00 - 3:27
August 26	1st Day of Preschool
September 2	Labor Day - No School
September 3	No School - Staff PLC Day w/ESU 16
September 9	Late Start - 10 AM Staff Inservice
September 18 & 25	2:00 Dismissal, Parent Teacher Conf 3:00 – 7:00
October 7	No School - Fall break
October 11	End of Q1 (39 Days)
October 14	Late Start - 10 AM Staff Inservice, Q2 begins
October 25	No School - Teacher Comp Day
November 8	No School
November 11	Late Start - 10 AM Staff Inservice
November 27-29	No School - Thanksgiving Break
December 9	Late Start - 10 AM Staff Inservice
December 20	End Q2 (45 days) End S1 (84 days), 2:00 dismissal
December 21	Christmas Break Begins
December 22-26	NSAA Moratorium - No Winter NSAA Practice
January 6	No School – Teacher In-service
January 7	School Resumes – S2 and Q3 begin
January 13	Late Start - 10 AM Staff Inservice
January 27	No School – Mid Winter Break
February 10	Late Start - 10 AM Staff Inservice
February 17	No School – Staff PLC Day w/ESU 16
February 24	No Elem – PK-5 Parent Teacher Conf 1:00-7:00
March 10	Late Start - 10 AM Staff Inservice
March 12	End of Q3 - (45 days)
March 13-14	No School - Spring Break
April 14	Late Start - 10 AM Staff Inservice
April 18	No School - Good Friday
April 21	No School - Easter Break
May 10	Graduation 3:00 p.m.
May 28	Students Last Day End Q4 (44 days), End of 2nd Semester (89 days)
May 29	Teacher Checkout (Following Last Student Day)

*****Please note that our school calendar has 5 extra days built into it for unscheduled dismissal (i.e. snow days, state tournaments). The earliest day for dismissal will be May 20, 2025. The final day of school will be announced in the May 2025 newsletter. **The calendar is subject to change with Board approval**.

DAILY SCHEDULES

REGULAR DAY SCHEDULE
(M-TH Schedule)

8:00 - 8:50 Period 1
8:52 - 9:42 Period 2
9:47 - 10:37 Period 3
10:39 - 11:29 Period 4
11:31 - 12:21 Period 5
12:21 - 12:51 Lunch
12:53 - 1:43 Period 6
1:45 - 2:35 Period 7
2:37 - 3:27 Period 8

2:00 DISMISSAL BELL & PERIODS
(Friday Schedule)

8:00 - 8:39 Period 1
8:41 - 9:20 Period 2
9:25 - 10:04 Period 3
10:06 - 10:45 Period 4
10:47 - 11:26 Period 5
11:28 - 12:07 Period 6
12:07 - 12:37 Lunch
12:39 - 1:18 Period 7
1:20 - 2:00 Period 8

School dismissed at 2:00 on Fridays.

BELL SCHEDULE 10:00 AM START

10:00 - 10:35 Period 1
10:37 - 11:12 Period 2
11:14 - 11:49 Period 3
11:51 - 12:26 Period 4
12:26 - 12:56 Lunch
12:58 - 1:33 Period 5
1:35 - 2:10 Period 6
2:12 - 2:47 Period 7
2:49 - 3:27 Period 8

Lunch Schedule

Time	Monday-Thursday	Time	Friday
10:50- 11:20	**K-1 Lunch**	**11:00-11:30**	**4-5 Lunch**
11:00 - 11:30	**2-3 Lunch**	**11:26-11:56**	**6-7 Lunch**
11:29 - 11:59	**6-7 Lunch**	**11:35-11:55**	**K-1 Lunch**
11:50 - 12:20	**4-5 Lunch**	**11:45-12:15**	**2-3 Lunch**
12:21- 12:51	**8-12 Lunch**	**12:07-12:37**	**8-12 Lunch**

10 AM Start	Time
K-1 Lunch	10:50-11:20
2-3 Lunch	11:00-11:30
4-5 Lunch	11:45-12:19
6-8 Lunch	11:49-12:19
9-12 Lunch	12:26-12:56

3057
Title IX Policy

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

1. Title IX Coordinator

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

2. Definitions.

As used in this policy, the following terms are defined as follows:

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

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

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

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

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

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

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

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

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

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

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

4. **Response to Sexual Harassment**

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

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

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

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

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

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

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

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a

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

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

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

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

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

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

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

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

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

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

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

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals**. The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory

evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Determination Regarding Responsibility

5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.6.3. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based.
A party's failure to timely submit a Notice of Appeal will be deemed a

waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.7.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not

require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.9. **Recordkeeping**.

5.9.1. The district will maintain for a period of seven years records of:

5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and

activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual

has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances**.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address,

and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

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)

1. 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.

2. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:

    (1) It shall not be sold in competition with school meals in the food service area during the meal service.

    (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.

    (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements

    (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

a. Compliance with this policy;

b. How this policy compares to NDE model wellness policies;

c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) found at https://api.healthiergeneration.org/resource/2.

Adopted on: June 14, 2021

Reviewed and Revised on July 17, 2023

SECTION FIVE

FORMS

This section contains forms that students and their parents must complete and return to the school office **NO LATER THAN** August 25 , 2023.

RECEIPT

This Student Handbook is distributed in accordance with Nebraska State Law, Section 79-262, paragraph three which states in part: "Rules and Standards which form the basis for discipline shall be distributed to students and parents at the beginning of each school year or at the time of enrollment…"

Parents (or guardians) and students are required to sign & return the receipt form below by August 25, 2023.

PARENT/STUDENT AGREEMENT

I have received and read the Student Handbook that describes the Paxton Consolidated School District's discipline policies, regulations, rules, and expectations to be followed by students enrolled in the Paxton Consolidated Public Schools, including the Drug Free School Policy. My child and I have discussed these policies and understand that we must comply with them.

RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS

The rules and information provided in this handbook may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

PAXTON CONSOLIDATED SCHOOLS
2024-2025 STUDENT & PARENT/GUARDIAN ACKNOWLEDGEMENT AND RECEIPT FORM

Please Print: STUDENT:_____ **GRADE:** _____

➢**SCHOOL POLICIES** CAN BE FOUND AT: http://www.paxtonschools.org

➢**STUDENT HANDBOOK**: I (We) have read the 2024-2025 Student Handbook for Paxton students as approved by the Paxton Consolidated Schools Board of Education and administration. The handbook can be found at http://www.paxtonschools.org We understand that these guidelines may not cover all incidents and that some situations may need to be handled by the administration on an individual basis. We also understand that we have the right based on the Student Discipline Act (sections 79-254 through 79-294 of the Nebraska statutes) to meet with the administration about an individual situation or problem.

➢**STUDENT ACTIVITY HANDBOOK (Grades 5-12):** I (We) have read the 2024-2025 Student Activity Handbook for Paxton students as approved by the Paxton Consolidated Schools Board of Education and administration. The handbook can be found at http://www.paxtonschools.org We understand that these guidelines may not cover all incidents and that some situations may need to be handled by the administration on an individual basis. We also understand that we have the right based on the Student Discipline Act (sections 79-254 through 79-294 of the Nebraska statutes) to meet with the administration about an individual situation or problem.

➢**SCHOOL TECHNOLOGY ACCOUNT**: Your signature below verifies your acceptance of the Paxton Consolidated Schools Technology System Agreement and the conditions outlined. By your signature, you acknowledge that you have read and retained the Paxton Consolidated Schools Technology System Use Rules and Agreement located in the Paxton Consolidated Schools Student Handbook. Your signature herein indicates that you are bound with said agreement.

➢**INSURANCE: (check only ONE)**

_____ We have adequate insurance and DO NOT wish to participate in any of the policies offered.

_____ We wish to participate with insurance policy offered at www.sas-mn.com

➢**IMAGE RELEASE: (check only ONE**) From time to time, we feature some of our students on our school's website, especially if your child is involved in extracurricular activities. We need you to sign this form and check the appropriate box indicating yes that we can post your child's picture as well as to allow news and media when they do their school coverage; or no that you do not wish us to do so.

_____ YES we authorize Paxton Consolidated Schools permission to post our child's picture/video AND first name on the school website as well to allow news and media coverage.

_____ YES we authorize Paxton Consolidated Schools permission to post our child's picture/video WITHOUT first name on the school website as well as to allow news and media coverage.

_____ NO we do not authorize photo/video release of our child.

➢**CONCUSSION FORM**: I (We) have received a copy of the Concussion Protocol Form; and will comply with it.

➢**SCHOOL COMPUTER LOAN AGREEMENT Gr 6-12**: I (We) acknowledge we have read the Computer Loan Agreement located within the Paxton Consolidated Schools student handbook and agree to comply with the Computer Loan Agreement. **The signature of both the student and parent/guardian are needed on this form for students to receive a school-issued digital device.**

➢**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 or locating on the school website under School District Policies. (Policy 5018).

DRUG-FREE SCHOOLS STATEMENT: RECEIPT SHALL ALSO SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OR A STUDENT ATTENDING PAXTON CONSOLIDATED SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO THE SAFE AND DRUG-FREE SCHOOLS LAW AND 34C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN FEDERAL FINANCIAL ASSISTANCE.

YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND THE POSSESSION, USE, OR DISTRIBUTION OF ALCOHOL OR TOBACCO ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS.

➢**RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS:** The rules and information provided in the handbooks may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

➢With your **signature** below you are acknowledging you have read all the information on the acknowledgement form and any documentation that is pertinent. Your signature below states that you have read and agree to comply with each of the forms, documents and policies outlined above.
You must return this signed form to the Paxton School Office by August 23, 2024.

Student:_____

Parent/Guardian: _____ **Date signed:** _____

Note: Paper copies of any of the forms, documents and policies outlined above are available at the school office upon request.
Note: A separate acknowledgement form is required for each student.

Student Handbook Changes 24-25

P. 13 - Excessive Absenteeism
P. 29 - Student computer loan agreement
P. 42 - Opting out of Assessments
P. 47 - Standardized Testing
P. 66 - Academic Lettering
P. 68 - Graduation requirements
P. 75 - After school sessions and detentions
P. 90 - Staff directory
P. 91 - School Calendar
P. 94 - Title IX

Paxton Consolidated Schools
Activity Handbook



Rules and Regulations
2024- 2025

Table of Contents

Activity Handbook

Section One: General Information About the Activities Program
6 Academic Eligibility
7 Activity Pass
7 Attendance at Practice and Contests
8 Closings
8 Colors
8 Complaint Procedure
8 Concussion Awareness
10 Dances
10 Middle School Dances
10 High School Dances
11 Homecoming and Prom
11 Electronic Communication
12 Fundraising
12 Individual Training Rules of Conduct
12 Initiations and Hazing
12 Injuries
13 Insurance
13 Lettering Requirements
13 Cross Country
13 Football
14 Volleyball
14 Basketball
14 Wrestling
14 Cheer Squad
14 Golf
14 Track
15 Student Managers
15 E-Sports
15 Future Problem Solvers
15 Instrumental and Vocal Music
15 Play Production
15 Quiz Bowl
15 Science Olympiad
15 Speech
15 Mascot
15 Practices
16 Secret Organizations
16 Student Managers, Helpers, or Activity Aides
16 Sunday and Wednesday Night Activities
16 Transportation

17 Weight Room

Section Two: Available Activities
17 Athletic Teams List
18 Band
18 Choir
18 Cheer
18 E-Sports
18 FFA
18 Future Problem Solvers
18 Letter Club
19 National Honor Society
21 Play Production
21 Quiz Bowl
21 Science Olympiad
21 Speech
21 Student Council

Section Three: Nebraska State Activity Association Rules
22 Eligibility
24 NSAA Sportsmanship Rules

Section Four: Code of Conduct
25 Standard of Conduct
25 Coach and Sponsor Rules
25 Prohibited Conduct
27 Discipline
28 Evaluation, Counseling and Treatment
28 Reporting of Incident
29 Discipline Procedures
29 Review of Investigator’s Decision
29 Misrepresentations
29 Questions
29 Assistance
30 Concussion
36 Authorization and Acknowledgement
37 Acknowledgement of Conduct Code

Introduction

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Paxton Consolidated Schools provides students with the opportunity to participate in a comprehensive activities program that includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. This handbook is advisory and does not create a "contract" with parents, students, or staff. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.

Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.

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

NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Mr. Del Dack
Title: Superintendent
Address: Paxton Schools, 308 N Elm St, Paxton, NE 69155
Telephone: 308-239-4283
E-mail: del.dack@paxtonschools.org

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 3053 – Nondiscrimination.

SECTION ONE:
GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM

Academic Eligibility

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) requirements concerning scholastic eligibility (see Section Three of this Handbook), (2) be registered for 10 credit hours per semester and be in regular attendance, and (3) have not less than a 70% grade in two or more classes for a period of one week to remain eligible to participate in any portion of the activities program. Academic eligibility begins at the start of the 4th week of each quarter and continues to the end of the quarter. Eligibility is figured at 9 AM Monday. Students who are ineligible remain so until the following Monday when eligibility is once again determined. Participants must attend practices and participate in all conditioning during any period of ineligibility.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance or practice while serving an out-of-school suspension (short-term suspension, long-term suspension, or expulsion from school).

All students in grades 6-12 participating in interscholastic activities will have a weekly eligibility requirement. The weekly eligibility requirement will start at the end of the third week of each 9 weeks grading period and continue through that grading period. Students may become ineligible anytime after the first three weeks of each 9 weeks grading period and continue through that grading period. Teachers will report students who are ineligible by 9:00 a.m. on Monday morning.

A student will become ineligible if his/her accumulated academic grade point average drops below 70 percent in two or more academic classes during a week.

A student will not be ineligible if they have only one (l) failing class. Eligibility/ineligibility will be established on a weekly basis from Monday at 9:00 a.m. to the following Monday at 9:00 a.m. The student and parent will be notified of this period of ineligibility.

When an activity is scheduled on a Monday, eligibility will be checked at 12:00 p.m. on the Friday before the activity. Students and parents will be notified before dismissal on Friday.

When a student becomes ineligible the student will not be permitted to participate in or at any interscholastic activities or any NSAA sponsored events during the week that they are ineligible.

Activity Pass

Every student in grades 6-12 who participates in at least one Paxton school-sponsored, interscholastic, extracurricular activity for the duration of that activity during the school year will receive a student activity pass. This pass will provide admission to all home activities during the school year. Students in grades 6-12 who do not participate in extracurricular activities and any students in grades K-5 may purchase a student activity pass for $40 per student which will grant them admission to school-sponsored activities at Paxton. The student activity pass does not cover conference or district events that Paxton may host.

Attendance at Practices and Contests

Participants in the activities program are expected to attend and be on time at all practices and meetings scheduled by the coach or sponsor. Participants may be excused for absences resulting from a participant's illness, a death in the family, a doctor's appointment, a court appearance, or other absences that are arranged in advance. The coach, sponsor, or director of an activity may require a participant who has an excused absence to complete an alternate assignment for missing a practice, meeting, event, performance, or contest. A participant who is unable to attend a scheduled practice, meeting, or game must contact the coach or sponsor in advance. Students who are absent from school due to illness are not required to provide the coach or sponsor with additional notification of the student's absence from practice. If a student has 1 unexcused absence from practice they will be suspended from the next contest. If a student has 2 unexcused absences they will be dismissed from the team. It is at the coaches discretion to determine what is excused and unexcused.

Students who are absent from school for any part of the day will not be permitted to practice or participate in an athletic contest or activity performance unless the student has the building principal's prior permission to participate despite the absence.

If a participant misses a scheduled contest or performance, the coach or sponsor may impose discipline up to and including suspension of the participant from the activity for the remainder of the season or length of the activity.

Closings

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be canceled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration. Unless the administration determines that it is permissible for the activity to continue as scheduled.

Colors

The Paxton Consolidated Schools colors are navy and gold.

Complaint Procedure

To reduce conflicts in the school's activities program, students and/or their parents should use the district's formal complaint procedure to manage conflicts about the program. The complaint procedure is printed in the school's student handbook and may be found on the district's web site: www.paxtonschools.org.

Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

a. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:

    - Heads UP Concussions in Youth Sports
    - Concussion in Sports—What You Need to Know
    - Sports Safety International
    - ConcussionWise
    - ACTive™Athletic Concussion Training for Coaches; and

b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
    1 The signs and symptoms of a concussion;
    2 The risks posed by sustaining a concussion; and
    3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

a. has been evaluated by a licensed healthcare professional;

b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and

c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

a. the date and approximate time of the injury suffered by the student,

b. the signs and symptoms of a concussion or brain injury that were observed, and

c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Dances

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may be prohibited from participating in school dances as a consequence for violating school rules or these activity rules.

In order to promote a healthy, safe, enjoyable evening for all students, the following procedures will be in place for all school-sponsored dances.

1. Once students have entered the dance, they must stay. Once students leave the dance they may not return.
2. The doors will be open for one hour after the scheduled start of the dance. No one will be admitted after the doors close unless special arrangements are made with the Principal in advance.
3. Students should be properly attired. The dress code for dances is the same as defined in the Student Dress Code. An exception to the dress code allows for strapless gowns to be worn at dances as long as the gown adheres to the school dress code pertaining to midriff and length.
4. Sexually suggestive dancing or behavior may result in a student being removed from the event.
5. Dates 21 years of age or older will only be admitted with prior permission of the Principal.
6. All dates not currently enrolled in grades 9-12 at Paxton Consolidated Schools must be registered in the office prior to the dance. Out of town dates still in high school must submit the dance permission form to the Paxton Principal before the dance. Guest permission forms will not be accepted at the door the night of the dance. A phone number where the parent of a guest can be reached on the night of the dance is required. Elementary and Middle School students may not bring dates who do not attend Paxton Consolidated Schools.
7. Students who refuse to follow dance guidelines will be asked to leave and their parents will be notified.

Junior High/Middle School Dances

Junior high/middle school (6-8) dances are restricted to students currently enrolled in the junior high school and will be sponsored by junior high teachers and parents. Any organization wishing to sponsor a junior high dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible will not be allowed to attend school dances.

High School Dances

All high school dances are restricted to Paxton High School students and their guests. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted.

Homecoming and Prom

The Homecoming dance and Prom are open to students and guests of Paxton High School freshman, sophomore, junior and senior classes.
Guests must follow all rules that the students must follow. Each student is responsible for his/her guest's conduct. Appropriate attire is required for these dances. No blue jeans, shorts, or T-shirts will be allowed at the banquet or dance for Prom.

Electronic Communication

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27"). Please see the Social Media Policy For School District Employees for further explanation.

Equipment

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students may secure their athletic lockers with combination locks.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Students should not use or wear school uniforms, including athletic and cheerleading uniforms, while making and/or posting provocative videos on social media platforms. The administration and coaches will determine the nature of the video as being provocative or not, and then decide the course of consequences set forth in the student handbook. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that

has been checked out to him/her and is lost or stolen. Students may not personalize school issued attire.

Fundraising

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district's policies, including applicable provisions specifically pertaining to Booster Clubs and PTOs for non-school-sponsored fundraising. Use of the school mascot shall not be permitted unless approved by the superintendent.

Individual Training Rules and Rules of Conduct

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Injuries

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant's parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

Note: The release requirement will be satisfied if the initial doctor's order specifies the duration of the student's restriction from participation and/or competition. Also see Concussion Awareness above.

Insurance

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents' responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

Lettering Requirements

The following guidelines will be used in determining students' eligibility for lettering:

Cross Country: Members of the Paxton Cross Country team must accumulate 50 points during the cross country season to letter. Each practice is worth 1 point if the cross country athlete shows leadership, a strong work ethic, and a positive attitude. The athlete may also gain 5 points with a season best in cross country competition. Cross country members finishing in the top ten at a competition will receive 10 points. Athletes that finish 11^{th} – 20^{th} place receive 5 points. Any athlete that completes their 5K but does not place in the top 20 will gain 2.5 points toward their 50 point goal that is required to letter in cross country. A letter may also be presented by the discretion and recommendation of the coaching staff in that sport.

Football: A football letter may be earned by accumulating 100 points during the season. Points will be earned by practice attendance. Points per practice will be determined by dividing the total number of practices for the season by 100. The number of practices will be determined at the beginning of each year as the start date fluctuates. If a student is not at practice, for any reason whatsoever, no points will be awarded. On days where two practices are offered, each practice will count in the total number of

practices. Bonus points will be offered for each quarter in a varsity game played. Bonus points will be valued at 50% of a single practice. Letters may be withheld on the recommendation of the coaching staff. Reasons for such recommendation by the coaching staff may include, but are not limited to the following: failure to work in practice, poor attitude, failure to follow training rules, becoming academically ineligible and poor practice attendance. A letter may also be presented by the discretion and recommendation of the coaching staff in that sport.

Volleyball: A volleyball letter shall be earned by competing in one-half of the varsity games or matches which are scheduled. Any player who plays in the sub-district, district or state tournaments shall also letter. Letters may be withheld on the recommendation of the coaching staff. Reasons for such recommendation by the coaching staff may include, but are not limited to the following: failure to work in practice, poor attitude, failure to follow training rules, becoming academically ineligible and poor practice attendance. A letter may also be presented by the discretion and recommendation of the coaching staff in that sport.

Basketball: A basketball letter may be earned by competing in a number of quarters of varsity games played, excluding tournaments, plus one. If the current schedule consists of sixteen games, you will be required to play in at least seventeen quarters. Any athlete who plays in the sub-District, District or State tournament shall also letter. Letters may be withheld on the recommendation of the coaching staff. Reasons for such recommendation by the coaching staff may include, but are not limited to the following: failure to work in practice, poor attitude, failure to follow training rules, becoming academically ineligible, and poor practice attendance. A letter may also be presented by the discretion and recommendation of the coaching staff in that sport.

Wrestling: The athlete must accumulate 15 varsity team points, or place in a major varsity tournament (eight teams or more), or wrestle in at least five varsity competitions, complete the season and/or have the recommendation of the head coach.

Cheer Squad: A cheer letter shall be earned by participating in 80% of the performances/cheering at games.. Letters may be withheld on the recommendation of the coaching staff. Reasons for such recommendation by the coaching staff may include, but are not limited to the following: failure to work in practice, poor attitude, failure to follow rules, becoming academically ineligible, and poor practice attendance. A letter may also be presented at the discretion and recommendation of the coaching staff.

Golf: To earn a letter in golf, the student must play in 75% of the tournaments as a varsity player including districts, medal at a tournament, or be a member of a state qualifying team. A letter may be presented or withheld at the discretion and recommendation of the coaching staff.

Track: Members of the track team must accumulate 100 points during the season to letter. Each day of practice will be worth x pts. (# practice days * x = 100). If a member of the team attends all required practices and fully participates in the whole practice, they will have accumulated enough points to meet the 100-point requirement. Track team members arriving late to practice or leaving practice early will receive half the points. If a member starts practice later due to a prior athletic commitment, the necessary adjustments will be made. No points are awarded if not at practice, for whatever reason. Points can also be earned for meet performances as follows: Any team points won in an individual event, relay points will be divided evenly to the four members of the relay, 5 points for every Season Best they achieve in their events. A letter may be presented or withheld at the discretion and recommendation of the coaching staff in that sport.

Student Managers: The student manager must complete the season and have the recommendation of the head coach of the sport involved.

E-Sports: To letter in E-Sports a student may earn a letter in one of the following ways:

1. Be a member of the competition team.
2. Be an alternate for the competition team.
3. Attend 80% of team practices.

Future Problem Solvers: Future Problem Solving is a creative problem solving program that is offered to students in Paxton Consolidated Schools in grades 6-12. To letter in Future Problem Solvers, students in grades 9-12 must qualify for the State FPS Bowl or receive a gold, silver, or bronze rating on any of the practice problem

Instrumental Music: The student must be in attendance for all pep band performances at football games, volleyball games, volleyball tournaments, basketball games, et cetera. Attendance at Homecoming, concerts, and district music contest is required. Two excused absences will be allowed per season. The band director should be given prior notification if the student plans to be absent from a scheduled event.

Vocal Music: To receive a varsity letter in Chorus, students must participate in all required performances throughout the year, be active and hard working members, following the four A's (attitude, attentiveness, accountability and achievement), and receive the teacher's recommendation. They must meet all attendance requirements, as stated in the Paxton Schools Student-Parent Handbook.

Play Production: The student must participate in two school presentations or programs. He/she must participate in one-half of the invitational meets. He/she must attend the conference and district contests as a participant or an active supporter of the speech program. The performing arts coach will make the final decision on individual cases.

Quiz Bowl: To letter in Academic Quiz Bowl a student may earn a letter in one of the following ways:

1. Be a member of the competition team.
2. Be an alternate for the competition team.

Science Olympiad: To letter in Science Olympiad the student must qualify for the state competition by medaling at a regional event (i.e. ESU 16 in Ogallala or ESU 10 in Kearney).

Speech: The student must participate in one-half of the scheduled invitational meets during the school year. He/she must attend the conference and district contests as a participant or an active supporter of the speech program. The speech coach will make the final decision on individual cases.

Mascot

The official emblem for boys' and girls' athletic teams is the tiger. The mascot cannot be used for non-school-sponsored purposes unless approved by the superintendent.

Practices

The individual head coach or sponsor, in cooperation with the high school principal, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor.

To be eligible to practice, a participant must satisfy the following requirements:

> Submit to the coach or sponsor a signed physical form and Activities Code that verifies that a physical examination has been completed and that the student and parent(s) understand the school's position regarding the use or possession of alcohol, tobacco, and other related drugs.

Secret Organizations

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

Student Manager, Helpers, or Activity Aides

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook.

Sunday and Wednesday Night Activities

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices will be organized so that all participants are showered, dressed, and/or leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night.

The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday. Practices scheduled for a Sunday must have the prior approval of the activities director or building principal.

Transportation

All participants are expected to ride to and from away activities by means of approved school transportation.

The students may ride with their parents to and from the activities if prior approval is obtained by a note from the parent or a phone call to the office or if the parent is at the activity and signs a liability sheet and gives it to the sponsor of the activity that the student will ride home with them.

Students may also ride to and from activities with another student's parents, if prior approval has been obtained by a note from the parent or guardian. .Students are to remain at each contest until the competition has ended, unless prior arrangements have been made between the sponsor and the student.

Sign off liability sheets will be located in all activity buses for parents to sign when their child is not riding home on the bus from an activity.

Weight Room

The weight room has been developed to help each athlete, student, or adult in the community maintain a level of physical fitness. No one may use the weight room or equipment without proper supervision. The school will develop a schedule for use of the weight room by athletes during the school year and during the summer months.

The weight room is a high demand area within the school facilities. The following guidelines will help determine the priorities in reference to use if more than one group desires to use the facility at the same time:

1. Physical education instruction
2. By the team sports, which are in season
3. Conditioning programs for athletes not currently out for a sport
4. Summer conditioning programs
5. Adult education

SECTION TWO:
AVAILABLE ACTIVITIES

Athletic Teams

Basketball (boys and girls)
Cross County (boys and girls)
Football
Golf (boys and girls)
Track (boys and girls)
Volleyball
Wrestling (boys and girls)

Band and Choir

The school district sponsors choir, marching band and pep band in addition to concert band. Participants must be enrolled in band or choir in order to be eligible to participate in these groups.

Cheer Squad

The school district sponsors a cheer squad. Members of the Paxton Tiger Cheer Squad will learn cheer routines and may perform cheer routines at home athletic events and pep rallies.

Future Farmers of America (FFA)

FFA is an integral part of the agricultural education department and all students of that department are urged to belong. The activities include training in leadership, opportunities for travel and recreation, and safety and community service activities. Students may participate in field trips, conventions, judging contests, and hands-on experience.

E-Sports

E-Sports is a form of electronic sports competition through the use of video games. E-Sports takes a massive amount of communication and coordination among athletes. It allows for a deeper level of interaction and trains efficient communication amongst the players. Competition games are divided into Fall, Winter and Spring Seasons.

Future Problem Solvers

Future Problem Solving is a creative problem solving program that is offered to students in Paxton Consolidated Schools in grades 6-12.

I. FPS OBJECTIVES
- A. Enhance creative thinking.
- B. Stimulate young people's knowledge of and interest in the future.
- C. Help young people increase their communication skills, both written and verbal.
- D. Assist young people to function more effectively as members of a team.
- E. Provide students with a problem solving model that can be integrated into their lives.
- F. Assist students to develop and improve their research skills.
- G. Help children to improve their analytical and critical thinking skills.
- H. Guide students to become more self-directed and responsible people.

Letter Club

Any student who has lettered in any sport or school sponsored extracurricular activity is eligible for membership. The purpose of the Letter Club is to stimulate and encourage sportsmanship and to assist in bringing about a closer bond between students in all sports and school sponsored extracurricular activities.

National Honor Society

The National Honor Society is a national organization that recognizes student character, scholarship, leadership, and service to the school.

TIGER CHAPTER OF THE NATIONAL HONOR SOCIETY

Faculty Council Selection Procedure

The following criteria are evaluated. The student must earn a total of **450** points to be selected for membership in National Honor Society.

I. Scholarship Total possible points = 100

Points for scholarship are determined by the student's cumulative grade point average which must be 93% or higher.

II. Co-Curricular and Community Activities Total possible points = 100

Students must have participated in an activity in gr. 9-12 for a minimum of two years to receive points.

Scoring: 100 pts. - Participation in 9-10 activities
90 pts. - Participation in 7-8 activities
80 pts. - Participation in 4-5-6 activities
60 pts. - Participation in 3 activities
40 pts. - Participation in 2 activities
20 pts. - Participation in 1 activity
0 pts. – No Participation in activities

Activities include, but are not limited to: vocal music, instrumental music, student council, speech, play production, football, volleyball, cross country, basketball, wrestling, track, golf, elected officer of class or organization, FPS, FFA, Dance Team, Science Olympiad, Quiz Bowl, 4-H, Girl/Boy Scouts, paid employment

III. Service Activities Total possible points = 100

This involves voluntary contributions made by the student to the school or community, done without compensation. Non-club or class related. 2 points per hour of service**.**

IV. Leadership Total possible points = 100

The student will be rated on each of the ten qualities listed below. Each quality is worth a maximum of 10 points.

1. Responsibility
2. Stimulates Action of Others
3. Handling Temper
4. Gaining Recognition
5. Acceptance of Criticism
6. Flexibility
7. Poise
8. Making Judgments
9. Self-Confidence
10. Cooperation

V. Character Total possible points = 100

The student will be rated on each of the ten qualities listed below. Each quality is worth a maximum of 10 points.

1. Tone of Voice
2. Tact
3. Personal Appearance
4. Sense of Humor
5. Loyalty and Trust
6. Friendliness
7. Intelligence
8. Respect
9. Facing Reality
10. Perseverance work

VI. Overall Application Total possible points = 50

1. Overall Appearance – neat and organized
2. Completeness – submitted all required sections
3. Personal Statement – submitted as directed
4. Signatures – application includes verification signatures
5. Met Deadline – application submitted on time

DISMISSAL PROCEDURE
FOR THE
TIGER CHAPTER OF THE NATIONAL HONOR SOCIETY

In the following cases a warning may be given, due process followed and if necessary dismissal from the National Honor Society.

1. SCHOLARSHIP - If a student's average falls below 90 percent, the student will be given a warning and will have one nine week grading period to raise their average.

2. CO-CURRICULAR, LEADERSHIP, SERVICE, AND CHARACTER - If a student has fallen below the criteria that was established for selection into the National Honor Society the Faculty Council may ask that the student appear before them and explain why such shortcomings are taking place before a warning is issued. If after a warning is issued, the student does not improve in the particular area(s), the Faculty Council can request a re-evaluation of that member and possible dismissal may occur.

3. FAILURE TO COMPLETE NATIONAL HONOR SOCIETY INDIVIDUAL AND/OR GROUP PROJECT. Some possible reasons for warning and/or possible dismissal: (this could mean during the summer also)

    1. Scholarship
    2. Traffic violations
    3. Civil disobedience
    4. Being removed from class
    5. Cheating
    6. Incompleteness of service project for National Honor Society
    7. MIP (minor in possession)
    8. DUI (driving under the influence)
    9. Shoplifting
    l0. Vandalism
    ll. Et Cetera

The above list is not the only possible situation that warnings and/or possible dismissals may be given. The decisions will be left to the discretion of the Faculty Council.

Play Production

Play Production contests involve the presentation of the one act play at conference, NSAA district and NSAA state competition if eligible. Students may also present the one act play at a performance at the Paxton High School.

Quiz Bowl

Academic Quiz Bowl contests involve two teams competing head-to-head to answer questions from all areas of **knowledge**, including history, literature, science, fine arts, current events, popular culture, sports, and more.

Science Olympiad

Science Olympiad competitions are like academic track meets, consisting of a series of team events in each division (Division B is middle school; Division C is high school.) Each year, a portion of the events are rotated to reflect the ever-changing nature of genetics, earth science, chemistry, anatomy, physics, geology, mechanical engineering and technology Emphasis is placed on active, hands-on group participation.

Speech

Speech meets allow students the opportunity to compete in individual events including Interpretation of Humorous Prose, Interpretation of Serious Prose, Poetry, Persuasive, Entertainment, Extemporaneous, Informative and group events including Duet Acting and Oral Interpretation of Drama.

Student Council

The purpose of student council is to arouse the spirit of loyalty toward the school, to promote good citizenship, to sponsor school activities, to extend the spirit of good fellowship throughout the student body, to foster a spirit of cooperation between the students and faculty, and to seek to develop a spirit of cooperation, good will, and better understanding with other schools. The organization, operation, and scope of the student government shall be administered by the Superintendent or designee. The Student Council Members shall be elected from the class and by the class they are to represent.

The Student Council Members shall be selected in this way:

Grade 12 shall elect four class members to the Student Council.

Grades 7, 8, 9, 10, and 11 shall elect three class members each to the Student Council.

SECTION THREE:
NEBRASKA STATE ACTIVITY ASSOCIATION RULES

Eligibility

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at https://nsaahome.org/constitution-bylaws/. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Student must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Student is ineligible if nineteen years of age before August 1 of current school year. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of current school year.)
4. Student must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
6. Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester.
7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eight, or ninth grade student, he/she has established his/her

eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

9. **Student eligibility related to domicile can be attained in the following manners**:
    a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
    b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
    c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
    d. **If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile**.
10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2022-23 school year prior to May 1, 2022; for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2022. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in

the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered, and accepted prior to May 1, 2022, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.
13. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp, or school. (*Refer to NSAA Bylaw 3.5.1.1 for exception in Swimming and Diving.)
14. A student shall not participate on an all-star team while a high school undergraduate.
15. A student must maintain his/her amateur status.

NSAA Sportsmanship Rules

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts that may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction of discontinuance of a contest.

If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/ or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.

SECTION FOUR:
CODE OF CONDUCT

All students associated with Paxton Consolidated Schools and participating in extracurricular or school sponsored activities (including all NSAA activities) are required to avoid conduct that is detrimental to the integrity of, and public confidence in, the school. Rules promoting lawful, ethical, and responsible conduct serve the interests of all people associated with the school. Illegal and irresponsible conduct puts people at risk, tarnishes the reputation of the offender and everyone else associated with the school, and undermines the public support and respect of the school district.

Standard of Conduct. Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and these Activity Participation Rules.

Coach and Sponsor Rules. Coaches and/or activity sponsors shall establish training rules or rules of conduct for participation in or attendance at the activity or event. General training rules or rules of conduct shall be established prior to the activity or event. This Code shall control in the event that there is a conflict with coach or sponsor rules.

Prohibited Conduct. Students in school-sponsored and/or extracurricular activities may not engage in the following conduct:

1. Receipt of a criminal citation by law enforcement for any reason.
2. Conviction of a crime in adult court or the adjudication of a criminal charge in juvenile court.
3. Any behavior that is illegal under the laws of Nebraska or the United States of America regardless of whether it results in a criminal charge or conviction.
4. Any conduct that substantially interferes with the educational process or disrupts the activity or event.
5. Possession, consumption, use, distribution, or being under the influence of alcohol, illicit drugs, tobacco, controlled substances, or any lookalike or imitations thereof; or being in the presence of alcohol,

illicit drugs, controlled substances, or any lookalike or imitations thereof that are being possessed, consumed, used, or distributed by any person under twenty-one (21) years of age without parental supervision. "Lookalike or imitations" means substances such as K2 and products like electronic nicotine delivery systems, vapor pens, etc. (Note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes).

6. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.
7. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault.
8. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as

Facebook, cell phones or other devices to send, post, or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks, or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums; posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages, or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target.

9. Using any Internet or social networking websites to make statements, post pictures, or take any other actions that are indecent, vulgar, lewd, slanderous, abusive, threatening, harassing, or terrorizing.
10. Violating any school policy, handbook provision, or a coach's or activity sponsor's training rules or rules of conduct.
11. Dressing or grooming in a manner which is (A) dangerous to the student's health and safety or a danger to the health and safety of others, (B) lewd, indecent, vulgar, or plainly offensive, (C) materially and substantially disruptive to the work and discipline of the school or an extracurricular activity, (D) interpreted to advocate the use of illegal drugs or other substances by a reasonable observer.
12. Failing to report for an activity at the beginning of a season unless excused by the coach or activity sponsor.
13. Failing to attend scheduled practices and meetings unless excused by the coach or activity sponsor.

Such conduct is prohibited **during the school year**, regardless of whether it occurs on-campus or off-campus. School year means the period commencing on the first day of fall sports practice through the last day of spring sports practice, events, or attendance at school for a given school year.

Discipline. Students who violate any provision of these Activity Participation Rules may be subject to discipline up to and including expulsion from extracurricular activities and school sponsored events. (including but not limited to graduation ceremony and related activities). These disciplinary consequences and this Activity Code of Conduct are in addition to and do not prejudice, diminish, impede, or reduce any discipline that is authorized by the Nebraska Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-294, Board Policy, or the Student Handbook. Disciplinary action may

include a probationary period and conditions that must be satisfied prior to or following reinstatement. Administrators and coaches will take the following into consideration when making disciplinary decisions:

1. Any prior or additional misconduct;
2. The nature and seriousness of the offense;
3. The motivation for the offense;
4. The amount of violence involved;
5. The student's demeanor and attitude regarding the violation;
6. The actual, threatened, or potential risk to the student and others due to the student's behavior;
7. Whether the student has compensated or will compensate the victim in the event of property damage or personal injury;
8. Whether the circumstances of the violation are likely to recur;
9. The student's willingness to participate in evaluations, counseling, or other programs;
10. Any mitigating factors;
11. Any other relevant factors.

If a student has in-school suspension, they will be suspended from the next activity contest that they are a bona fide member of. If a student has out- of-school suspension, they will be suspended from the next two activity contests that they are a bona fide member of. If suspended, the student must continue to participate in practices and conditioning during the suspension if required by the coach or activity sponsor. The failure to comply with the practice and conditioning requirement will make the student ineligible for reinstatement to the activity.

Evaluation, Counseling, and Treatment. Apart from any other disciplinary procedures, students who violate any provision of these rules may be required to undergo a formal clinical evaluation at the administration's/coach's/sponsor's discretion. Based upon the results of that evaluation, the student may be encouraged or required to participate in an education program, counseling, or other treatment deemed appropriate by the evaluating professional.

Reporting of Incident. Students shall report any violation of these rules to the coach, principal, or superintendent no later than 30 minutes after the beginning of the next school day after the violation has occurred. Failure to report an incident will constitute a violation of these rules and will be taken into consideration in making disciplinary determinations under this policy.

Discipline Procedures. Prior to any disciplinary action under this activities code, the following procedures shall be followed:

As used in this "Discipline Procedures" section, "Investigator" means the coach or activity sponsor of the team or activity in which the student is participating, or any teacher, school official, or school representative whom the Principal or the Superintendent has authorized to perform the duties and responsibilities of "Investigator" as described below.

1. The Investigator shall make an investigation of alleged violation and provide an opportunity for the student to present his or her version of the facts surrounding the alleged violation.

2. The Investigator shall consider all information obtained as a result of the investigation, including information obtained from the student, and shall render a decision regarding disciplinary action. Within a reasonable period of time of the Investigator's decision, the student and his/her parent or guardian shall be given written notice of the disciplinary action taken by the Investigator.

Review of Investigator's Decision. A student or the student's parents may, within five (5) school days of the notice of disciplinary action from the Investigator, notify the superintendent in writing of their request for a review of the coach or activity sponsor's determination. The superintendent or his or her designee shall review the situation and render a decision within three (3) school days from the date of the request for review. The superintendent's decision shall be in writing and shall be final.

Misrepresentations. Any misrepresentation of fact by a student regarding any alleged violation of these rules shall be considered a separate violation of these rules, and the student shall be subject to additional disciplinary action.

Questions. Any parent or student who has questions about board policy, this code, training rules, or rules of conduct of coaches or activity sponsors, or their interpretation or application shall consult with the activities director and/or the superintendent.

Assistance. Students are encouraged to consult with their coach, an administrator, a counselor, or a teacher to obtain access to educational, counseling, and other programs and resources that may be available to help avoid misconduct that may result in discipline under this policy.

A Parent's Guide to Concussions

WHAT IS A CONCUSSION?

A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness ("knocked-out") to suffer a concussion.

CONCUSSION FACTS

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl's lacrosse, girls' soccer, boy's lacrosse, wrestling, and girls' basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms that interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize.

WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

<u>Signs Observed by Parents or Guardians</u>

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can't recall events prior to hit or fall
- Can't recall events after hit or fall

Symptoms Reported by Athlete

- Headache or "pressure" in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not "feel right

WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to "diagnose" a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

WHEN IN DOUBT – SIT THEM OUT!

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child's physician, explain what has happened, and follow the physician's instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent's doctor or emergency room immediately.

WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices**. The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a healthcare professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a stepwise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

Step 1: Light exercise, including walking or riding an exercise bike. No weight-lifting.
Step 2: Running in the gym or on the field. No helmet or other equipment.
Step 3: Non-contact training drills in full equipment. Weight training can begin.
Step 4: Full contact practice or training.
Step 5: Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

HOW CAN A CONCUSSION AFFECT SCHOOLWORK?

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

WHAT CAN YOU DO?

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

OTHER FREQUENTLY ASKED QUESTIONS:

Why is it so important that an athlete not return to play until they have completely recovered from a concussion?

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

Is a "CT scan" or MRI needed to diagnose a concussion?

Diagnostic testing which includes CT ("CAT") and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete's story of the injury and the health care provider's physical examination.

What is the best treatment to help my child recover more quickly from a concussion?

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television, and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

How long do the symptoms of a concussion usually last?

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

How many concussions can an athlete have before he or she should stop playing sports?

There is no "magic number" of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete's risk for further and potentially more serious concussions. The decision to "retire" from sports is a decision best reached following a complete evaluation by your child's primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?

The issue of "chronic encephalopathy" in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions that happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from A Parent's Guide to Concussion in Sports, National Federation of High School Associations.

Some of this information has been adapted from the CDC's "Heads Up: Concussion in High School Sports" materials by the NFHS's Sports Medicine Advisory Committee. Please go to www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm for more information.

AUTHORIZATION AND ACKNOWLEDGEMENT

WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY RESULT FROM ATHLETIC PARTICIPATION

Many forms of athletic competition result in violent physical contact among players, the use of equipment that may result in accidents, strenuous physical exertion, and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques.

I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

ACKNOWLEDGEMENT OF CONDUCT CODE

I understand that as a student representing the school district in activities, I am obligated to comply with the activity handbook, including the code of conduct. **This means that I may not possess, use, or be at parties in the presence of alcohol, illicit drugs, or controlled substances at any time during the school term.** I understand that if I violate the code of conduct or other rules in this handbook, I may be suspended from participation in all co-curricular activities and/or school sponsored activities or events.

Student Activity Handbook Changes 24-25

P. 10 - Dances
P. 15 - ESports
P. 18 - ESports

Superintendent Report - July 2024

Summer finally showed up, I hope you are all find a cool place to hang out and a cold drink. :).

I recently attending the AliCap safety meeting in Kearney. Jay Martin (NDE Safety Director) presented on school safety and trends they continue to see in schools. Most of which has to deal with cell phones and social media. AliCap shared information on how the insurance pool works and things they are asking schools to visit with staff about at the beginning of the year. Mainly slips, trips and falls. They encourage using safe schools training for staff and document all accidents, even if claims are not filed. Good advice.

Cory and I attended the NASB Board Candidate workshop with Molly and Doug this past week. Stacy Higgins with NASB is an 18 year board member and did a really good job introducing School Board roles to the new candidates. It was a really good training opportunity, so I am very thankful Molly, Doug, Cory and I were able to make it.

I will be attending Admin Days at the end of this month. This is a great way to kick off another school year.

I am working on our ESSER III reimbursements. The final cost of the window replacement was more than originally approved in the grant, so I had to make an amendment to the application and now I wait for approval. I am hopeful to have most of the remaining money claimed prior to our August board meeting.

Summer projects at school continue to progress. The classrooms should be ready for teachers by next week and then the halls, restrooms locker rooms and gym areas will get cleaned. The gym floor refinishing is scheduled for the week of July 22nd. A few teachers have been in the building lately and

We have a lot of policies to review this month and a new Title IX policy to consider. I have information to cover with you at the board meeting for some of the attached policies and the Title IX policy.

Budget documents have been released so I will begin working on this next week once I can put policies and handbooks to rest.

I will close for now and save the rest for Monday. Have a great weekend.
Del

Mrs. McAbee
Principal Report
July 11, 2024

NCSA Administrator Days - July 24-26th in Kearney
Keynote Speakers: Stacy Lennon (Fostering Trust, Resilience, and Healthy Working Relationships) and Gerry Brooks (Personal Climate and Cultural) along with several mini sessions to choose from and attend.

Safety Committee
I will be working to update our student list for the correct location. PreK-5 students and siblings to Methodist Church and 6-12 students to Catholic Church.

2024-2025 Schedule
Our new schedule is going to allow for all 6th-8th graders to eat lunch at the same time. This will now give all of our middle school teachers the same lunch time and our high school teachers the same lunch time.

Summer School
Summer school for grades 6-8 was successful in June with all three students who attended earning passing grades and ready for the next school year.

We also had three high school students complete an online Edgenuity course to earn credit they needed to complete this summer.

Mentoring Program
I have contacted Vicky Howick, Director of Operations for TeamMates, in regards to starting the program in Paxton. Attached is the information I have received so far.

TeamMates

I am also looking into other avenues to start a mentoring program at Paxton Schools for grades 4-8. Any suggestions for a community leader would be greatly appreciated.

School Supply List
We received a donation from a relative in the 6th grade class who is donating supplies for the entire 6th grade class this year.

Athletic Director's Report
July 2024

Summertime is entering the home stretch and our activities will begin shortly.

Both girls and boys basketball teams wrapped up team camps for the summer at the end of June. From visiting with our coaches, it appears that good progress was made.

Volleyball is currently attending area team camps and the cross country team is having their own team camp team runs as well.

Summer conditioning will be wrapping up on July 18th. We have been averaging about nine per day.

The Activity Calendar has been sent to Nebraska Print Works. The Hardin Agency and Western Nebraska Bank are sponsoring the calendars again this year.

We have several coaches that will be attending the Nebraska Coaches Association Multi-Sport Clinic in Lincoln on July 23rd and 24th.

Cross country, football, and volleyball practices for the high school squads will begin on August 12th.

I have begun to work on the 24-25 basketball schedule.

The new boys basketball uniforms should be arriving within the month. It was discussed at a prior Board meeting about what to do with the accumulating old uniforms that are not currently being used. Keeping some for a quilt and for a historical purpose are great ideas; however, we still have quite a few remaining. Asking around to some schools, they either offer them to the public for a free will donation or they actually throw them away. Would like a direction on what the Board would like to do with them.

Engineered Controls
1101 Saunders Ave
Lincoln, NE 68521
Phone 402-434-2110
Fax 402-434-2111

July 15, 2024

Del Dack
Paxton Consolidated Schools
Elementary and High School
308 N Elm Street
Paxton, NE 69155

Planned Service Agreement Renewal - Automatic Temperature Controls

Dear Del,

July 31, 2024, marks the renewal date of the maintenance agreement between **Paxton Consolidated Schools** and Engineered Controls for the digital controls in your building at **308 N Elm Street, Paxton, NE**. I have drafted this letter to communicate the renewal of the service agreement as outlined below.

The scope will be the same as last year with a price increase to cover our increased cost of doing business and software upgrades. The term of our agreement will be August 1, 2024, to July 31, 2025, for the price of $6,750.00. With the contract in force, Paxton Consolidated Schools will continue to receive preferential response as well as a 20% reduction off our standard labor rates for any work outside the scope of the agreement. To accept this renewal, please sign below and return to us via e-mail, fax, or mail.

If you would want to enter into a multi-year contract; we could lock in the following pricing:
August 1, 2024, to July 31, 2025, for $6,750.00
August 1, 2025, to July 31, 2026, for $6,940.00
August 1, 2026, to July 31, 2027, for $7,150.00

Thank you once again for choosing us at Engineered Controls to help you maintain your building.

Sincerely,

Todd Schmidt
Branch Manager

Accepted by: Paxton Consolidated Schools

Signature	12 or 36 months
Printed Name	Date

Planned Service Agreement Renewal – Scope of Service

Scope of Services:
Under the scope of this agreement, Engineered Controls will provide preventative maintenance on the Honeywell Building Automation and Control System we installed at **Paxton Consolidated Schools on 308 N Elm Street in Paxton**. These services will include all labor and any travel expenses required for our factory trained technicians to perform the work as outlined below during **2 on-site visits** throughout the year. During the contract term Engineered Controls will also provide the **Paxton Consolidated Schools** with **phone support** to assist staff with control questions or problems.

1. Honeywell Webs Database Protection and Software Updates
- Backup site specific software, i.e. control sequences, graphics, point data, etc., for on and off-site storage
- **Upgrade Honeywell Webs software** when it becomes available and applicable up to one time per year

2. Facility Management System (1ea WEBs Network Controller)
- Consult with customer to improve control strategies and building operation
- Verify proper communication between controllers and Honeywell Web interface
- Search trend and history logs examining building operations for problems and investigate as needed
- Verify correct operation and settings of schedules and alarming functions
- Perform minor improvements to graphical displays as needed for better system functionality

3. Honeywell DDC Controls for Primary Equipment (7) Air Handlers/ERVS, and (1) Heat Pump Loop System)
- Perform complete functional test of unit and control sequence
- Perform minor improvements to sequences as needed for better system functionality
- Test associated input points, i.e. temperature, pressures, humidity, and status, and calibrate as needed
- Test associated output points, i.e. relays, transducers, actuators, output voltages and calibrate as needed
- Test low limit safeties and interlocks and adjust as needed

4. Honeywell DDC Controls for Secondary Controls (37ea Heat Pump Controllers)
- Perform functional test of unit and control sequence from operator workstation and investigate any problems
- Perform minor improvements to sequences as needed for better system functionality
- Calibrate input points, i.e. temperature, pressures, humidity, and status as needed
- Calibrate output points, i.e. transducers, actuators, output voltages as needed

5. Variable Frequency Drives (7ea)
- Verify proper response to commands and operation of safeties
- Check input voltages checking for corrosion and tighten electrical connection as needed
- Clean unit and cooling fans for proper cooling of solid state components

6. Honeywell DDC Controls for (3ea) Roof Top Units
- Perform functional test of unit and control sequences from operator workstation and investigate any problems
- Perform minor improvements to sequence as needed for better system functionality

Benefits:
Protection: Site specific controls databases are backed up to protect the investment in your system.
Comfort: Control verification and maintenance will lessen the chance of heating or cooling problems in your building.
Efficiency: Properly tuned and scheduled control systems use less energy.
Freedom: Allows you to concentrate on your core business
Savings: 20% reduction in standard labor rates and priority response for repair calls

Pricing and Term:

During this contract term the **Paxton Consolidated Schools** will receive a discount of **20% off our standard labor rates** for work outside the scope of this agreement**.**

To be paid in annual payments.

Prices guaranteed for 60 days from proposal date, payment terms net 30.

Exclusions:
Work performed outside of normal business hours unless mentioned above
Repair materials and parts
Repair labor hours
Internet connection at site
Applicable taxes

Terms and conditions

Changes to the customer equipment: The customer retains the right to make changes or alterations to its equipment. If, in Engineered Controls, Inc.'s reasonable opinion, such changes or alterations substantially affect Engineered Controls, Inc.'s services or obligations, Engineered Controls Inc. shall have the right to propose appropriate changes to the scope or to the price of this agreement or to both. In the event Customer does not accept the new proposed changes, Engineered Controls may terminate this Agreement upon written notice to Customer.

Exclusions: Engineered Controls Inc.'s services under this agreement do not include:
1) calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
2) service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Engineered Controls, Inc.;
3) the furnishing of labor, materials or supplies for painting or refinishing equipment;
4) electrical work to the circuits providing power to the equipment;
5) service calls resulting from additions made to covered equipment or other equipment not covered by this agreement;
6) the repair or replacement of components not normally replaced or maintained on a scheduled basis;
7) removal of oil from pneumatic piping;
8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage, or damage from unexpected or especially severe weather that is beyond what is prevented by Engineered Controls Inc.'s normal maintenance;
9) work caused by the negligence of others;
10) service calls due to electrical power failures or power fluctuations;
11) disposal of hazardous wastes, hazardous wastes remain the property and the responsibility of the customer, this includes, but is not limited to used oil, refrigerants, PCBs.

Indemnity: Engineered Controls Inc. and the customer agree that Engineered Controls, Inc. shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Engineered Controls, Inc. Engineered Controls, Inc. and the customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and reasonable attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

Limitations of Liability: Neither Engineered Controls, Inc., nor the customer will be responsible to the other for any special, indirect, or consequential damages, regardless of reasonable foreseeability. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God or nature; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

Miscellaneous Provisions:
1) Any notice that is required to be given under this agreement must be in writing and sent to the party at the address noted on the first page of this agreement.
2) This agreement is the entire agreement between Engineered Controls, Inc. and the customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Engineered Controls, Inc. and the customer.
3) Any change or modification to this agreement will not be effective unless made in writing and signed by both parties. This written instrument must specifically indicate that it is an amendment, change, or modification to this agreement.
4) Should any changes to relevant regulations, laws, or codes substantially affect Engineered Controls, Inc.'s services or obligations, the customer agrees to negotiate with engineered Controls, Inc. for appropriate changes to the scope or price of this agreement or both.
5) Either party may cancel this agreement at any time during the contract term by providing written notice 30 days in advance of the requested cancellation date. Should a midterm cancellation be exercised by the customer any savings realized by selecting a multi-year agreement or cost for providing the agreed upon services up to the early cancelation date, will be due Engineered Controls at cancellation.
6) This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska with the exception of its conflicts of laws provisions.