BOX BUTTE COUNTY SCHOOL DISTRICT #07-0010
HEMINGFORD PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING AGENDA
Monday, January 13, 2025
South Campus

The Board of Education of School District 07-0010 will meet on Monday, January 13, 2025 in the South Campus as duly advertised in the Alliance Times-Herald.

I. Pledge of Allegiance
II. Oath of Office for Student Board Representative
III. Notices
IV. Call Meeting to Order
  IV.A. Roll Call
  IV.B. Excuse Absent Board Member(s)
V. Organize the 2025 Board of Education
  V.A. Nominate and Elect President of the Board of Education
  V.B. Nominate and Elect Vice-President of the Board of Education
  V.C. Nominate and Elect Secretary of the Board of Education
  V.D. Discuss, Consider, and Take All Necessary Action in Regard to Appointment of Board Treasurer/Clerk
VI. Report from Board Committee(s)
VII. Regular Meeting Agenda
  VII.A. Recognition of Student Achievement (Bobcat Excellence)
  VII.B. Public Participation (Maximum of 30 Minutes Allotted for this Portion of the Meeting)
  VII.C. Correspondence
  VII.D. Consent Agenda
    Approve Minutes of Prior Meeting(s)
    Approve Treasurer's Report
    Approve School Activity Fund Report
    Approve Control Budget
    Report Required by State Statute 79-506
  VII.E. Payment of Claims
  VII.F. Discuss, Consider, and Take All Necessary Action Regarding Approval of Use of School Facilities and Printing/Mailing for the Alumni Banquet
  VII.G. Discuss, Consider, and Take All Necessary Action Regarding Approval of the 2025-2026 Negotiated Agreement with the Hemingford Education Association and an Addendum to the 2024-2025 Negotiated Agreement
  VII.H. Discuss, Consider, and Take All Necessary Action Regarding the Annual Readoption of Existing Policies, Regulations, and Handbooks for the Governance of the School District.
  VII.I. Discuss, Consider, and Take All Necessary Action Regarding Approval of First Reading of the Following Policies: Proposed 602.03 - OPEN CAMPUS, Proposed Revised 504.05 - STUDENT VEHICLES
  VII.J. Discuss, Consider, and Take All Necessary Action Regarding Approval of Certificated Staff Resignations
  VII.K. Discuss, Consider, and Take All Necessary Action Regarding Approval of School Calendar for the 2025-2026 School Year
  VII.L. Discuss, Consider, and Take All Necessary Action Regarding Approval of Updated Salary Schedules and Updated Contract for Principals and the Director of Instructional Services (Special Education Director)

VII.M. Discuss, Consider, and Take All Necessary Action Regarding Approval of Construction Management at Risk Agreement (Contractual Documents) with BD Construction

VIII. Discussion/Possible Action Items

IX. Student Board Representative Report

X. Administration Reports

XI. Superintendent Report

XII. Policy Review

XIII. Items For Next Board Meeting

XIV. Adjournment

BOX BUTTE COUNTY SCHOOL DISTRICT #10
STUDENT REPRESENTATIVE OATH OF OFFICE

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of the Student Representative to the Hemingford School District Board of Education according to law and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me, God.

Printed Name:_____

Signature:_____

Date:_____/_____/_____

Welcome to the Hemingford Public Schools Board of Education Meeting.
The board welcomes citizens to attend board meetings to become acquainted with the programs and operations of the district. Members of the public are also encouraged to share their ideas and opinions with the Board during the agenda item labeled **"Public Comment"**. Comments or questions from the audience at any other time during the meeting except for the agenda item "Public Comment" will be declared out of order.

School board meetings are a meeting held in public; however, the meetings are not public meetings.

TALKING POINTS FOR BOARD MEETING

3 MINUTES PER INDIVIDUAL/30 MINUTES ON TOPIC

The board chair will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board chair shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments, or other individuals causing disruption may be asked to leave the board meeting.

The purpose of public participation is a forum for the public to provide information and be heard by the members of the board. By law, the board is not allowed to respond, discuss, or take action on items that are not included in the published agenda.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the **Thursday** preceding a Monday night meeting. (Per policy # 0204.12)

*If you want to speak, you must fill out a Public Comment Request Card. When you have completed this, please submit the card to the superintendent. The cards will be numbered as they are received by the superintendent. You will be called on, by the board president, according to the number on your completed Public Comment Request Card. The board president will signal when the speaker has 30 seconds remaining.

*By law, you must state your name, address, and we ask that you state the topic you are addressing, before you begin.

*If you are planning to speak about personnel or student matters involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members ***may not*** respond to any questions you ask or comments you make about individual staff members or students.

++++++++++++++++++tear off++++++++++++++tear off++++++++++++tear off+++++++++++++++++++++

Number	

Hemingford School District—Board of Education
Public Comment Request Card
Name:
District resident: _____Yes _____No
Address:
City/State/Zip Code:
Agenda Item or Topic to address:
Signature:

203 - Organization of the School Board

203.01 - BOARD ORGANIZATIONAL MEETING

An annual organizational board meeting shall be held at which all newly elected board members will assume their duties and take the oath of office. At the annual meeting, the board shall appoint all necessary board officers and committees for a term of one year or until the election of their successors.

The superintendent shall assume chairmanship of the meeting for the purpose of electing a board president. Ballots for officers may be cast in secret but the total vote for each candidate shall be recorded by the secretary.

The board shall also appoint the superintendent or another qualified employee as the district's Non-discrimination Compliance Coordinator for the year to meet federal Equal Employment Opportunity requirements.

The board shall pass a resolution for re-adoption of all existing policies, regulations, and handbooks for the governance of the district.

Legal Reference:	Neb. Statute	79-724
		84-712
		84-1413
Cross Reference:	201.01 Board Powers and Responsibilities	
	201.02 Board Membership - Elections/Appointment	

Approved:
Reviewed:
Revised:

203.02 - PRESIDENT

It shall be the responsibility of the board president to lead a well-organized board in an efficient and effective manner. The board president shall set the tone of the board meetings and, as the representative of the consensus of the board, speak on behalf of the board to the public.

The president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one-year term of office.

The president, in addition to presiding at the board meetings, shall take an active role in board decisions by discussing and voting on each motion before the board in the same manner as other board members. The president shall have the authority to make or second a motion in the same manner as other board members.

The board president has the authority to call special meetings of the board. Prior to board meetings, the board president shall consult with the superintendent on the development of the agenda for the meeting.

The board president, as the chief officer of the school district, shall sign certificated staff employment contracts and sign other contracts and school district warrants approved by the board and appear on behalf, or cause a designee to appear on behalf, of the school corporation in causes of action involving the school district.

It is the responsibility of the president to appoint all committees whose appointment is not otherwise determined.

Legal Reference: Neb. Statute 79-564
79-566 to 574

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 2-12-2024
Revised: 7-15-2024

203.03 - VICE PRESIDENT

If the board president is unable or unwilling to carry out the duties required, it shall be the responsibility of the vice president of the board to carry out the duties of the president. If the president is unable or unwilling to complete the term of office, the vice president shall serve as president for the balance of the president's term of office, and a new vice president shall be elected.

The vice president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one-year term of office.

The vice president shall accept control of the meeting from the president when the president wishes to make or second a motion. The vice president shall take an active role in board decisions by discussing and voting on matters before the board in the same manner as other board members.

Legal Reference: Neb. Statute 79-564
79-569 et seq.
79-593

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed:
Revised:

203.04 - SECRETARY

A secretary shall be elected annually by the board.

It shall be the responsibility of the board secretary, as custodian of school district records, to preserve and maintain the records and documents pertaining to the business of the board; to keep complete minutes of special and regular board meetings; to cause the meeting minutes and a list of all approved claims to be published; to keep a record of the results of regular and special elections; to keep an accurate account of school funds; to sign warrants drawn on the school funds after board approval; and to complete and maintain the annual school census. The board clerk may assist the secretary in the completion of his/her duties.

Legal Reference:	Neb. Statute 79-528 79-564 79-576 to 580
Cross Reference:	104.01 Annual School Census 201.01 Board Powers and Responsibilities 204.11 Meeting Minutes

Approved:
Reviewed:
Revised:

203.05 - TREASURER

It shall be the responsibility of the board to annually appoint a board clerk/treasurer.

It shall be the responsibility of the treasurer to receive the funds collected for the district by the county treasurer, to pay out the funds for expenses approved by the board, to maintain accurate accounting records for each fund, to manage district's investments for the maximum benefit to the district, to report monthly and annually the status of all district funds and investments, and to file required reports with the appropriate state agencies and other entities.

The treasurer will work with the secretary to coordinate the recording, preserving and reporting of financial records, reports, cash flow needs and district investments.

If the treasurer is unable or unwilling to carry out the duties required, it shall be the responsibility of the superintendent or other person designated by board policy to carry out the duties of the treasurer.

The treasurer shall do one of the following within ten days after election to the position:
Give bond in an amount set by the board of not less than $500 and not more than double the amount of money to come into his/her hands as treasurer at any one time.
Give evidence of an equal amount of insurance coverage by the district.

The cost of the bond or insurance coverage will be paid by the school district.

Legal Reference:	Neb. Statute 79-586 to 590
Cross Reference:	201.01 Board Powers and Responsibilities 700 Business Operation

Approved:
Reviewed:
Revised:

2024

American Civics/Curriculum :	Cullan, Randolph, Votruba
Finance :	Randolph, Ansley, Cullan
Negotiations :	Ansley, Schumacher, Votruba
Transportation :	Horstman, Cullan, Ansley
Building and Grounds :	Schumacher, Randolph, Horstman

Hemingford Public Schools

Board Committee Report

Date of Report:

Committee:

Items Reviewed Discussed:

Information for the Full Board:

Recommendations to the Full Board:

Hemingford Public Schools
Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
January **5:00 PM**			• Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) • Appoint Superintendent as Authorized Representative for Federal, State, and Local Matters.	• Adopt Board and Superintendent Goals • Review Board Member Code of Ethics • Review/Revise Policies	• Discussion and/or Appointment of Board Committees • NASB Legislative Issues Conference • Community Engagement Session • Board Retreat/Workshop • Strategic Plan Review/Board Self-Assessment	• Oath of Office • Board Officer Elections • Designate Depository • Designate Legal Firm • Designate Treasurer • Designate Auditor for the District • Review Report Required by State Statute 79-506
February **5:00 PM**		• Review Report on Multicultural Education	• Approve Negotiated Agreement with HEA (Upon Mutual Acceptance)	• Review/Revise Policies	• NASB Presidents' Retreat	• Monitor Proposed Legislation
March **7:00 PM**	• Review State Aid Certification (When Available) • Establish Technology Budget for Following Year	• Curriculum Committee Review of Curriculum Materials Proposed for Adoption (as needed) • Committee on American Civics Meeting	• Establish Salaries for Administrators • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance)	• Adopt Resolution Pertaining to Non-Resident Students • Review/Revise Policies	• NRCSA Spring Conference	• Discuss School Calendar • Monitor Proposed Legislation
April **7:00 PM**	• Review State Aid Certification (When Available)	• Consider Adoption of Curriculum and/or Textbooks for Subsequent Year		• Review/Revise Policies		• Adopt School Calendar • Review Report Required by State Statute 79-506
May **7:00 PM**	• Review State Aid Certification (When Available)	• Review Statewide Assessment Results (Writing)		• Review/Revise Policies	• Attend Graduation Ceremony	

Hemingford Public Schools
Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
June **7:00 PM**		• Year End Assessment and Curriculum Review • Review School Improvement Plan • Committee on American Civics Meeting	• Superintendent Evaluation (end of year)	• Review Bullying Prevention Policy • Approve Student, Athletic, and Staff Handbooks	• Board Self-Assessment and Goal Planning • NASB School Law Seminar	
July **7:00 PM**	• Budget Committee Work Session • Review Budget Authority and Allowable Reserve Percentage Certification	• Review Summer School Program Report		• Student Fees Policy • Parent Involvement Policy	• NASB School Finance Workshop • Review NASB Board Awards of Achievement • NASB School Law Workshop	• Adopt Board Goals • Review Report Required by State Statute 79-506
August **7:00 PM**	• Review Proposed Budget • Review Certifications of District's Assessed Valuation				• NASB Area Membership Meeting	• Facilities Tour
September **7:00 PM**	• Budget Hearing • Adopt Budget • Tax Request Hearing • Approve Tax Request for Fund Levies	• Review ACT Results • Review School Improvement Plan • Review Statewide Assessment Results (Reading, Math, Science)	• Consider HEA Request for Recognition as Bargaining Agent (if delivered to Board)		• NASA/NASB Labor Relations Conference	• Review Statewide Assessment Results (when available)
October **7:00 PM**	• Review Fall Enrollment Figures • Prepare for Negotiations		• Consider HEA Request for Recognition as Bargaining Agent			• Review Annual Emergency Safety Plan • Review Report Required by State Statute 79-506
November **5:00 PM**	• Audit Committee Review of Audit Report	• Review District Annual Report	• Distribute/Complete Superintendent Evaluation • Begin Negotiations		• NASB/NASA State Education Conference	
December **5:00 PM**	• Approve Fiscal Year Audit Report	• Review School Improvement Plan	• Approve Negotiated Agreement with HEA (Upon Mutual Acceptance)		)	• Host Board/Staff Recognition Dinner

Hemingford Public Schools
Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
	(November or December)		• Superintendent Evaluation			

Revised February 2023

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++++++++++++++++++tear off++++++++++++++tear off++++++++++++tear off+++++++++++++++++++++

Number	

Hemingford School District—Board of Education
Public Comment Request Card
Name:
District resident: _____Yes _____No
Address:
City/State/Zip Code:
Agenda Item or Topic to address:
Signature:

MEMBERS COVERAGE CERTIFICATE

Named Insured:	**Hemingford Public Schools**
Additional Interest:	
Address:	911 Niobrara Street, PO Box 217, Hemingford, NE 69348-0217
Effective Date:	September 1, 2024
Expiration Date:	September 1, 2025
Advance Contribution:	

COVERAGE:

ALICAP's Limits of Liability under this agreement shall not exceed the following:

SECTION I		
COVERAGE: PROPERTY	$22,735,925	Total Insured Values as on file with PRM, Inc
AUTOMOBILE PHYSICAL DAMAGE	Included	Per Schedule on file with PRM, INC
Per OCCURENCE Maintenance Deductible	$2,500	
SECTION II		
COVERAGE: GENERAL LIABILITY	$5,000,000	Each OCCURENCE per NAMED MEMBER
	$10,000,000	Annual Aggregate per NAMED MEMBER
Premises Medical Payment	$5,000	Each Person
	$50,000	Each OCCURRENCE
Fire Damage Liability	$100,000	Each OCCURRENCE per NAMED MEMBER

	SECTION III	
COVERAGE: AUTOMOBILE LIABILITY	$5,000,000	Each OCCURRENCE for Bodily Injury and/or Property Damage per NAMED MEMBER
Automobile Medical Payments	$5,000	Per PERSON
	$50,000	Each ACCIDENT
Uninsured/Underinsured Payments	$50,000	Any one Accident
	SECTION IV	
COVERAGE: EDUCATORS' LEGAL LIABILITY	$5,000,000	Each CLAIM per NAMED MEMBER
NON-MONETARY DAMAGES	$100,000	Per CLAIM and in the Annual Aggregate per NAMED MEMBER
BREACH OF CONTRACT DEFENSE COSTS	$25,000	Each CLAIM per NAMED MEMBER
Per Occurrence Maintenance Deductible:	$2,500	Retro Date: As per schedule on file with
	SECTION V	
COVERAGE: WORKERS' COMPENSATION	Statutory	Statutory per OCCURRENCE
PART B: EMPLOYERS' LIABILITY	$3,000,000	Maximum per OCCURRENCE
	SECTION VI	
COVERAGE: EMPLOYEE BENEFIT LIABILITY	$5,000,000	Each OCCURRENCE per NAMED MEMBER
	SECTION VII	
COVERAGE: MONEY AND SECURITIES	$1,000,000	Each OCCURRENCE
COVERAGE: FORGERY OR ALTERATION	$1,000,000	Each OCCURRENCE
COVERAGE: EMPLOYEE DISHONESTY Includes SCHOOL TREASURER	$1,000,000	Each OCCURRENCE
	SECTION VIII	
COVERAGE: CAMPUS SECURITY ACTIVITIES LIABILITY	$5,000,000	Each OCCURRENCE

SECTION IX

COVERAGE: EQUIPMENT BREAKDOWN LIABILITY	$150,000,000	Limit of Liability
Off Premises Property Damage	$100,000	Limit of Liability
Service Interruption	$5,000,000	Limit of Liability
Contingent Business Interruption	$250,000	Limit of Liability
Perishable Goods	$250,000	Limit of Liability
Data Restoration	$250,000	Limit of Liability
Demolition	$5,000,000	Limit of Liability
Ordinance or Law	$5,000,000	Limit of Liability
Expediting Expense	$250,000	Limit of Liability
Hazardous Substances	$250,000	Limit of Liability
Newly Acquired Locations	$10,000,000	Limit of Liability
Builder's Risk - New Construction	$10,000,000	Limit of Liability
DEDUCTIBLES	$1,000	Direct Deductible
	24 hours	Indirect Deductible
	$250	Perishable Goods Deductible
OTHER CONDITIONS	$10,000,000	Newly Acquired Locations
	30 days	Extended Period of Restoration
	24 hours	Service Interruption Waiting Period

POLLUTION

COVERAGE A:	$1,000,000	Third Party Claims for Bodily Injury, Property, Damage or Remediation Expenses
COVERAGE B:	$1,000,000	First Party Remediation Expenses
COVERAGE C:	$1,000,000	Emergency Response Expenses
COVERAGE D:	$1,000,000	Business Interruption
Deductible: Business Interruption	10 days	90 Day Business Interruption Limit
COVERAGE E:	$250,000	Disinfection Event Expenses
	$5,000,000	Coverage Aggregate Limit and in the Policy Aggregate
Deductible Each CLAIM	$50,000	Coverage A, B, C and E

Statement of Property Values

Address	Description	Building Value	Contents Value	Other Insured Values
Athletic Site 900 W. Fremont Street Hemingford, NE 69348				
	Concessions/Restrooms	$208,680	$8,560	$0
	Crow's Nest/Press Box	$256,410	$6,420	$0
	Land Improvements	$0	$0	$158,000
	Storage Building #1	$16,650	$535	$0
	Storage Building #2	$46,620	$8,560	$0
Classroom 814 Niobrara Avenue Hemingford, NE 69348				
	Land Improvements	$0	$0	$2,000
	Remodeled Classroom Facility	$585,020	$535	$0
Hemingford Elementary/Junior/Senior High School 911 Niobrara Avenue Hemingford, NE 68348				
	Greenhouse	$43,290	$1,070	$0
	Gymnasium	$3,102,450	$119,840	$0
	Land Improvements	$0	$0	$104,000
	Main School Building	$12,945,930	$1,584,670	$0
	Modular Classroom #1	$284,160	$37,450	$0
	Modular Classroom #2	$274,170	$36,380	$0
	Storage Garage #1	$24,420	$1,070	$0
	Storage Garage #2	$105,450	$27,820	$0
	Vocational Building	$701,520	$16,050	$0
Superintendent Dwelling 900 Ogallala Avenue Hemingford, NE 69348				
	Garage #1	$94,350	$0	$0
	Garage #2	$32,190	$0	$0
	Garden Shed	$8,880	$0	$0
	Land Improvements	$0	$0	$2,000
	Residential House	$188,700	$3,210	$0
	Sub-Total Buildings & Contents	**$18,918,890**	**$1,852,170**	**$266,000**
	Grand Total			**$21,037,060**

Inland Marine Values

Type of Equipment	Replacement Cost
Sub-Total Inland Marine	**$0**

Automobile Schedule

Year, Make, and Model	VIN #	Cost New	Physical Damage Deductible
2000 Thomas Freightliner Bus 53 Passenger	4UZ3CJAC4YCG80061	$48,800	$500
2000 Chevrolet S10 Pickup	1GCCS14W1Y8148652	$12,590	$500
2001 GMC Pickup Truck	1GTEK14V31Z331406	$25,000	$500
2011 Thomas Bus 60 Passenger	4UZABRDT0BCAU0733	$75,078	$500
2012 Thomas Mino Tour Bus 20 Passenger	1GB3G3BL5C118888	$59,300	$500
2013 MCI J4500 Transit Bus	2MG3JMBA8DW066404	$265,550	$500
2014 Chevrolet Traverse	1GNKVHKD5EJ108230	$38,865	$500
2015 Thomas Saf-T-Liner C2	4UZABRDT3FCFV5991	$84,162	$500
2015 Chevrolet Suburban	1GNSKJKC9FR725625	$55,700	$500
2016 Blue Bird Vision 1C 65 Passenger Bus	1BAKFCPHXGF316494	$65,850	$500
2017 Ford Explorer	1FM5K8B82HGB47078	$33,310	$500
2017 Ford Explorer	1FM5K8DH4HGA95451	$35,775	$500
2017 Thomas Freightliner Bus 59 Passenger	4UZABRDT5HCHT3628	$85,000	$500
2018 Thomas Bus 42 Passenger	1T7Y84E28J1129633	$135,000	$500
2019 Thomas Saf-T-Liner C2	4UZABPFCXKCKT5298	$82,964	$500
2020 Thomas Freightliner C2 Bus 53 Passenger	4UZABPFC7LCLX7576	$83,970	$500
2022 Thomas Saf-T-Liner C2	4UZABPFC3NCNJ6878	$89,242	$500
2023 Chevrolet K1500 Suburban	1GNSKCKD0PR330724	$63,904	$500
2023 Chevrolet Suburban	1GNSKDKD1PR417523	$70,080	$500
2024 Thomas C2 Bus	4UZABPFC9RCUK6592	$103,385	$500
2024 Thomas C2 Bus	4UZABRFC5RCUK5130	$121,250	$500
2024 Chevrolet Suburban	1GNSKBKD4RR356840	$64,090	$500
Sub-Total Auto Physical Damage		**$1,698,865**	

MEMBERS WORK COMP COVERAGE CERTIFICATE

1.	Name of Member:	Hemingford Public Schools	
	Address:	911 Niobrara Street	
	City:	Hemingford, NE 69348-0217	
2:	Agreement Period:	From September 1, 2024 to September 1, 2025 at the address of the Named Insured.	
3:	This agreement covers all usual workplaces of the member at or from which operations are conducted.		
4:	Coverage A of this Agreement applies to the Workers Compensation Law and any occupation law in the State of Nebraska, limits under Coverage A are Statutory, and limits under Coverage B for employers liability are $3,000,000.		
5:	Operating Expense Contribution Basis:		
	Code	**Estimated Annual Payroll**	**Rate**
	8868	$3,550,575	0.40
	9101	$388,500	3.23
	7380	$215,775	5.31
6.		Experience Modification Factor:	1.18
7.		Advance Contribution hereunder:	$40,717

ALICAP

SCHOOL TREASURERS BOND CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Public Risk Management, Inc.
3528 Dodge Street, Suite 120
Omaha, NE 68131

INSURED
Hemingford Public Schools
911 Niobrara Street
PO Box 217

Hemingford, NE 69348-0217

CONTACT INFORMATION

NAME: Nancy Meinders

PHONE: 1-800-486-2152

E-MAIL: nancy.meinders@prmne.com

FAX: 402-963-2861

INSURER

COMPANY: ALICAP

ADDRESS: 1311 Stockwell Street
Lincoln, NE 68503

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OR ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS
A	School Board	PK1016524	09/01/2024	09/01/2025	BOND AMT	$1,000,000
	Treasurers Bond					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER

BOXBUT1

Box Butte County Treasurer
515 Box Butte, Ste 201
Alliance, NE 69301

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

DATE(MM/DD/YYYY): **01/11/2025**

ALICAP

SCHOOL TREASURERS BOND CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Public Risk Management, Inc.
3528 Dodge Street, Suite 120
Omaha, NE 68131

INSURED
Hemingford Public Schools
911 Niobrara Street
PO Box 217

Hemingford, NE 69348-0217

CONTACT INFORMATION

NAME: Nancy Meinders

PHONE: 1-800-486-2152

E-MAIL: nancy.meinders@prmne.com

FAX: 402-963-2861

INSURER

COMPANY: ALICAP

ADDRESS: 1311 Stockwell Street
Lincoln, NE 68503

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OR ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS
A	School Board	PK1016524	09/01/2024	09/01/2025	BOND AMT	$1,000,000
	Treasurers Bond					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER

DAWESC1

Dawes County Treasurer
451 Main Street
Chadron, NE 69337

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

DATE(MM/DD/YYYY): **01/11/2025**

ALICAP

SCHOOL TREASURERS BOND CERTIFICATE

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PRODUCER
Public Risk Management, Inc.
3528 Dodge Street, Suite 120
Omaha, NE 68131

INSURED
Hemingford Public Schools
911 Niobrara Street
PO Box 217

Hemingford, NE 69348-0217

CONTACT INFORMATION

NAME: Nancy Meinders

PHONE: 1-800-486-2152

E-MAIL: nancy.meinders@prmne.com

FAX: 402-963-2861

INSURER

COMPANY: ALICAP

ADDRESS: 1311 Stockwell Street
Lincoln, NE 68503

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OR ANY CONTRACT OR OTHER DOCUMENTS WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS
A	School Board	PK1016524	09/01/2024	09/01/2025	BOND AMT	$1,000,000
	Treasurers Bond					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER

SHERID1

Sheridan County Treasurer
301 E. 2nd Street
Rushville, NE 69360

CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

DATE(MM/DD/YYYY): **01/11/2025**

Report Required by State Statute 79-506

Regarding Board Member Purchase of Health Insurance

Hemingford Public Schools

One member of the Board of Education currently participates in the District's health insurance program. Trish Schumacher is a participant.

Trish Schumacher pays the full cost of the insurance in accordance with State Statute 79-506. There is no cost to the district associated with her participation in this program.

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

December 18, 2024
Board of Education Special Meeting Minutes

A special meeting of the Board of Education of School District 07-0010 was called to order at 9:31 AM at South Campus by Justin Ansley. Notice of the meeting was given in advance through the Alliance Times-Herald. Board members were notified in advance of the meeting.

Justin Ansley: Present, Brett Cullan: Present, Rick Horstman: Absent, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Absent.

Motion by Blanche Randolph to excuse absent board members Micki Votruba and Rick Horstman Seconded by Brett Cullan Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Absent, Randolph: Aye, Schumacher: Aye, Votruba: Absent 4-0 Motion carried

The board received presentations and conducted interviews with Scull Construction Service Inc., Sampson Construction, and BD Construction. Micki Votruba arrived at 9:39 am. Rick Horstman arrived at 10:40 am.

Motion by Micki Votruba to adopt board rankings/rubrics with the following rank: BD Construction 1st, Sampson Construction 2nd, and Scull Construction Service Inc. 3rd. Seconded by Trish Schumacher Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Trish Schumacher Authorize Justin Ansley to Enter into Contract Negotiations for Construction Manager at Risk with A Proposed Contract to be Considered by the Board of Education at the Regular January Board Meeting Seconded by Blanche Randolph Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye

Meeting was adjourned at 1:47 PM.

The next regular meeting of the Hemingford Board of Education will be held on January 13th at 5:00 PM at South Campus.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

December 16, 2024
Board of Education Regular Meeting Minutes

A regular meeting of the Board of Education of School District 07-0010 was called to order at 5:00 PM at South Campus by Justin Ansley. Notice of the meeting was given in advance through the Hemingford Ledger and the Alliance Times-Herald. Board members were notified in advance of the meeting.

Justin Ansley: Present, Brett Cullan: Present, Rick Horstman: Present, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Present.

Motion by Brett Cullan to approve the Consent Agenda Seconded by Trish Schumacher Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried

Motion by Blanche Randolph claims for December be approved as presented in the amount of General Fund $109,043.60, Building Fund $65,416.25 Seconded by Micki Votruba Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried

Motion by Brett Cullan Approve the following Novels for Purchase Use in English Language Arts classes Miss Peregrine's Home for Peculiar Children, When Stars are Scattered, and The House on Mango Street Seconded by Blanche Randolph Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried

The curriculum committee will continue to review the novel Long Way Down for future possible consideration by the Board of Education.

Motion by Blanche Randolph Designate the Alliance Times-Herald as Publication of Record for the school district Seconded by Micki Votruba Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried

Motion by Brett Cullan to reemploy the superintendent for 2026-2027 school year. Seconded by Blanche Randolph Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried

The Board recognized the following students for Bobcat Excellence: State Championship eSports Chess Team Keirith Yale, Parker Wright, Brian Roland, and Yohan Bae

Austin Benda provided a student board representative report to the board.

Administrative reports were provided by Mr. Arneson, Mrs. Plog, Mrs. Hanks, and Dr. Miller.

Policy review for the month was conducted for policies 5508.01E1 through 509.03. The board will review policies 600 through 605.06 for next month.

Meeting was adjourned at 6:16 PM.

The next regular meeting of the Hemingford Board of Education will be held on January 13th at 5:00 PM at South Campus.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

GENERAL FUND INVOICES/CLAIMS:
21ST CENTURY EQUIPMENT, 85.84, ADAMSON AUTOMOTIVE, 20,321.48, ALLIANCE MOTORS UNLIMITED, 95.00, ALLIANCE TIMES HERALD, 45.00, AMAZON, 1,043.38, ARBYS, 11.76, BAKER'S GAS AND WELDING SUPPLIES, 2,277.00, BLACK HILLS ENERGY, 2,897.72, BLOEDORN'S LUMBER CO., 55.92, BOX BUTTE CO. TREASURER, 17.00, BOX BUTTE COUNTY CLERK, 349.41, BUD'S PEST CONTROL, 470.00, BUZZARD BILLY'S, 88.49, CASEY PETERSON, LTD, 21,805.85, COLUMN SOFTWARE PBC, 179.62, CULLIGAN WATER CONDITIONING, 311.22, DARREN'S CARQUEST AUTO PARTS, 582.38, DAS STATE ACCOUNTING - CENTRAL FINANCE, 585.74, EBAY, 23.54, ED PUZZLE, 11.50, EDCLUB INC, 959.70, EDUCATIONAL SERVICE UNIT #13, 8,806.17, FUEL TRIPS-ELAN, 382.88, GATE 25, 60.00, GRADUATE- LINCOLN, 20.68, H & H SANITATION, 150.00, HEMINGFORD CHAMBER OF COMMERCE, 3,600.00, HEMINGFORD CO-OP TELEPHONE CO, 2,500.45, HEMINGFORD MUNICIPAL UTILITIE, 7,204.52, HERNANDEZ, ALISHA, 97.38, HOMETOWN LEASING, 365.83, HUSS AUTO REPAIR, 1,247.75, IDEAL LINEN AND UNIFORM, 197.00, IDEAL/BLUFFS FACILITY SOLUTIONS, 4,595.88, IAEL, 250.00, J & H AEROSPACE, 56.00, JOSTEN'S INC., 16.95, KEATING & ASSOCIATES, INC., 155.00, KIMBEAN COFFEE, 9.05, KITTLEMAN, TRAVIS, 353.25, KSB School Law PC, LLO, 282.00, LEGACY COOP, 131.13, LIFELOC TECHNOLOGIES, 420.00, LINCOLN ELECTRIC COMPANY, THE, 150.00, LINCOLN JOURNAL STAR, 30.99, LISA BRIGGS, OT, LLC, 2,411.36, MAILCHIMP, 13.00, MID-AMERICAN RESEARCH CHEMICAL, 219.64, NATA, 160.00, NE COUNCIL OF SCHOOL ADMINISTRATORS, 200.00, NEBRASKA SCHOOLMASTERS CLUB, 35.00, OMNIFY BENEFITS, 67.50, POMP'S TIRE SERVICE, 2,427.00, POWERSCHOOL GROUP LLC, 1,125.75, PRAIRIE STORAGE CONTAINERS, 150.00, QUICKCARE MEDICAL SERVICES, 125.00, QUILL CORPORATION, 2,019.93, RABEN'S MARKET, 448.57, RABEN, BRIDGET, 357.11, REIF ENTERPRISE, 50.00, ROCKY MOUNTAIN AIR SOLUTIONS, 47.62, ROTH, MIKAELA, 217.68, SCHOOL NURSE SUPPLY, INC., 223.97, SCRIPPS NATIONAL SPELLING BEE, 370.00, SERVSAFE, 192.61, SOAR PEDIATRIC THERAPY, LLC, 2,720.45, SPHERO INC., 3,836.26, START 2 SEW, 154.95, SYSCLOUD INC., 1,560.00, TCI, 288.00, TEACHER INNOVATIONS, INC, 666.00, TEQUILAS MEXICAN GRILL, 5.28, UNITY SCHOOL BUS PARTS, 223.82, UNIVERSITY OF OMAHA, 300.00, VALOR GENERAL STORE, 185.27, WALL STREET JOURNAL, 41.72, WALMART, 38.15, WESTCO, 4,698.50, WESTERN NE ADMINISTRATORS, 125.00, WPCI, 38.00, **TOTAL, 109,043.60**

BUILDING FUND INVOICES/CLAIMS:
JACKS REFRIGERATION SERVICE, 9,410.00, JEO CONSULTING GROUP, INC/JEO ARCH., 7,956.25, MCT TRUCKING LLC, 48,050.00, **TOTAL, 65,416.25**

Activity Fund Balance Report - Summary - Exclude Encumbrances
09/2024 - 01/2025
Regular; Beginning Month 09/2024; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704	FUND BALANCE	753,122.25	0.00	0.00	(753,122.25)	0.00
05 704 1010	ATHLETICS / ACTIVITIES	(386,032.54)	11,574.40	399,929.00	112,607.74	114,929.80
05 704 1015	UNIFORMS	(7,000.00)	16,648.44	7,000.00	5,563.44	(11,085.00)
05 704 1020	ATHLETIC CLUB / CONCESSION STAND	0.00	10,172.59	8,942.83	6,069.73	4,839.97
05 704 1025	RANDOM DRUG TESTING	(2,000.00)	3,741.56	2,000.00	108.86	(3,632.70)
05 704 1030	CHEERLEADERS - FUNDRAISING	(3,011.94)	3,071.52	4,146.94	0.00	(1,936.52)
05 704 1035	FOOTBALL FUNDRAISING	0.00	4,400.75	140.00	12,575.54	8,314.79
05 704 1036	FOOTBALL	(12,000.00)	7,691.75	12,000.00	98.79	(7,592.96)
05 704 1040	VOLLEYBALL - FUNDRAISING	0.00	970.73	1,601.60	3,732.05	4,362.92
05 704 1041	VOLLEYBALL	(3,000.00)	7,166.77	3,000.00	771.61	(6,395.16)
05 704 1042	BOYS BASKETBALL FUNDRAISING	0.00	0.00	680.00	337.79	1,017.79
05 704 1043	BASKETBALL	0.00	4,736.38	0.00	0.00	(4,736.38)
05 704 1044	WRESTLING	(11,000.00)	7,954.57	11,670.00	356.06	(6,928.51)
05 704 1045	BOYS WRESTLING FUNDRAISER	0.00	3,145.70	6,038.81	5,019.82	7,912.93
05 704 1046	GIRLS WRESTLING FUNDRAISER	0.00	617.31	1,411.23	690.14	1,484.06
05 704 1050	XC FUNDRAISER	0.00	1,778.10	748.00	4,971.71	3,941.61
05 704 1051	XC	(3,800.00)	1,702.09	3,800.00	271.44	(1,430.65)
05 704 1052	GOLF	(3,800.00)	0.00	3,800.00	154.35	154.35
05 704 1054	TRACK	(12,000.00)	255.00	12,000.00	359.66	104.66
05 704 1055	TRACK FUNDRAISING	0.00	0.00	0.00	173.81	173.81
05 704 1056	GIRLS ATH FUNDRAISING	0.00	410.00	4,878.88	6,983.92	11,452.80
05 704 1057	GIRLS ON THE RUN	0.00	0.00	0.00	360.19	360.19
05 704 1060	UNIFIED BOWLING	0.00	917.69	0.00	0.00	(917.69)
05 704 1999	GRADUATED CLASSES	0.00	0.00	0.00	8,783.66	8,783.66
05 704 2023	CLASS OF 2023	0.00	0.00	0.00	69.81	69.81
05 704 2024	CLASS OF 2024	0.00	599.50	0.00	1,775.24	1,175.74
05 704 2025	CLASS OF 2025	0.00	0.00	0.00	3,583.40	3,583.40
05 704 2026	CLASS OF 2026	0.00	0.00	0.00	3,617.47	3,617.47
05 704 2027	CLASS OF 2027	0.00	0.00	665.48	2,087.66	2,753.14
05 704 2028	CLASS OF 2028	0.00	100.00	879.10	494.00	1,273.10
05 704 2029	CLASS OF 2029	0.00	0.00	90.00	351.56	441.56
05 704 2030	CLASS OF 2030	0.00	0.00	254.67	140.00	394.67
05 704 3010	WORLDSTRIDES	0.00	3,848.11	9,823.84	5,178.79	11,154.52
05 704 3012	ESPORTS	(2,000.00)	165.78	2,000.00	305.95	140.17
05 704 3013	eSPORTS FUNDRAISING	0.00	54.50	0.00	413.26	358.76
05 704 3015	SPEECH	(2,800.00)	0.00	2,800.00	123.42	123.42

Activity Fund Balance Report - Summary - Exclude Encumbrances
09/2024 - 01/2025
Regular; Beginning Month 09/2024; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 3016	SPEECH FUNDRAISING	0.00	0.00	0.00	60.03	60.03
05 704 3020	ONE ACT	(1,474.52)	1,558.77	1,474.52	0.00	(1,558.77)
05 704 3021	ONE ACT - FUNDRAISING	0.00	4,629.62	869.75	4,265.14	505.27
05 704 3030	FFA	0.00	16,872.85	11,434.57	28,847.22	23,408.94
05 704 3035	FFA - SHOP MATERIALS	0.00	187.97	0.00	8,563.14	8,375.17
05 704 3040	FCCLA	0.00	1,687.00	2,615.87	121.17	1,050.04
05 704 3050	NHS - HONOR SOCIETY	0.00	0.00	0.00	1,192.68	1,192.68
05 704 3070	MUSIC	0.00	0.00	83.75	4,767.75	4,851.50
05 704 3080	SCHOLARSHIPS	0.00	0.00	1,194.00	2,671.00	3,865.00
05 704 3090	STUCO - MIDDLE SCHOOL	0.00	140.19	172.05	3,604.05	3,635.91
05 704 3100	STUDENT COUNCIL - HS	0.00	1,968.34	637.05	3,097.77	1,766.48
05 704 3110	HEALTH PROFESSIONS CLUB	0.00	0.00	0.00	989.17	989.17
05 704 3120	YEARBOOK	0.00	7,092.32	2,520.00	7,753.22	3,180.90
05 704 3150	4TH GRADE - JESPERSEN	0.00	0.00	0.00	3,647.05	3,647.05
05 704 3200	SCIENCE	0.00	0.00	0.00	1,256.07	1,256.07
05 704 3535	SCIENCE OLYMPIAD	0.00	485.99	312.86	1,169.63	996.50
05 704 4010	COURTESY FUND	0.00	106.89	240.00	2,396.02	2,529.13
05 704 4020	ELEMENTARY TEACHERS	0.00	0.00	0.00	8,939.70	8,939.70
05 704 4021	ELEM PRINCIPAL FUND	0.00	89.40	0.00	1,911.51	1,822.11
05 704 4025	HIGH SCHOOL TEACHERS	0.00	0.00	0.00	8,077.81	8,077.81
05 704 4026	HS PRINCIPAL FUND	0.00	561.08	0.00	2,311.86	1,750.78
05 704 4040	MISC/STUDENT OPPORTUNITIES	0.00	229.20	68.50	3,256.59	3,095.89
05 704 4045	BOOKFAIR	0.00	0.00	1,305.87	5,433.31	6,739.18
05 704 4050	FINE ARTS & CULTURE CLUB	0.00	2,273.43	5,076.00	817.60	3,620.17
05 704 4060	HOPE SQUAD	(1.00)	836.22	315.55	5,296.64	4,774.97
05 704 4070	BOBCAT CARES	0.00	652.02	0.00	940.25	288.23
05 704 4075	CULTURE & CLIMATE	(2,000.00)	252.26	2,000.00	1,686.00	1,433.74
	Fund Total: 05	301,202.25	131,346.79	530,620.72	(451,919.00)	248,557.18

NEBRASKA LIQUID ASSET FUND

Account Statement

For the Month Ending **December 31, 2024**

Hemingford Public Schools - Hemingford Public Schools - 9300699

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
NLAF					
Opening Balance					**446,049.55**
12/31/24	01/02/25	Accrual Income Div Reinvestment - Distributions	1.00	1,618.99	447,668.54
Closing Balance					**447,668.54**

	Month of December	Fiscal YTD September-December
Opening Balance	446,049.55	440,897.58
Purchases	1,618.99	6,770.96
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	**447,668.54**	**447,668.54**
Cash Dividends and Income	1,618.99	6,770.96

Closing Balance	447,668.54
Average Monthly Balance	446,101.78
Monthly Distribution Yield	4.27%

Expenditure Report by Function/Object - Summary

01/13/2025 09:28 AM

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01	GENERAL FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	275,502.30	1,419,846.73	0.00	(1,419,846.73)	0.00	13,433.46	(1,433,280.19)
1120	1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1130	1130	0.00	0.00	125.00	0.00	(125.00)	0.00	197.21	(322.21)
1140	1140	0.00	0.00	1,402.22	0.00	(1,402.22)	0.00	27.48	(1,429.70)
1150	VO AG PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	1,082.45	(1,082.45)
1160	PROVERTY PROGRAMS	0.00	12,772.23	54,447.30	0.00	(54,447.30)	0.00	0.00	(54,447.30)
1170	1170	0.00	0.00	181.07	0.00	(181.07)	0.00	0.00	(181.07)
1180	1180	0.00	0.00	33.97	0.00	(33.97)	0.00	3,079.75	(3,113.72)
1190	EARLY CHILDHOOD ED PROGRAMS	0.00	12,760.13	66,602.54	0.00	(66,602.54)	0.00	0.00	(66,602.54)
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	0.00	43,713.95	219,963.65	0.00	(219,963.65)	0.00	121.74	(220,085.39)
1212	1212	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1213	1213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1252	1252	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1253	1253	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1291	SPED AGES 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1292	SPED AGES 0-2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1300	SUMMER SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	0.00	10,496.65	59,231.37	0.00	(59,231.37)	0.00	0.00	(59,231.37)
2130	HEALTH SERVICES	0.00	1,675.49	11,141.39	0.00	(11,141.39)	0.00	0.00	(11,141.39)
2140	PSYCHOLOGICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2141	PSYCHOLOGICAL SERVICES SPED SCHOOL AGE	0.00	1,811.70	7,246.80	0.00	(7,246.80)	0.00	0.00	(7,246.80)
2142	PSYCHOLOGICAL SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2150	SPEECH & AUDIOLOGY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2151	SPEECH & AUDIOLOGY SERV SPED SCHOOL AGE	0.00	10,051.04	50,865.36	0.00	(50,865.36)	0.00	0.00	(50,865.36)
2152	SPEECH & AUDIOLOGY SERV SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2153	SPEECH & AUDIOLOGY SERV SPED AGE 0-2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2161	OT SERVICES SPED SCHOOL AGE	0.00	1,819.36	11,318.92	0.00	(11,318.92)	0.00	0.00	(11,318.92)
2162	OT SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2163	OT SERVICES SPED AGE 0-2	0.00	18.50	55.50	0.00	(55.50)	0.00	0.00	(55.50)
2171	PT SERVICES SPED SCHOOL AGE	0.00	2,087.25	8,216.35	0.00	(8,216.35)	0.00	0.00	(8,216.35)
2172	PT SERVICES SPED AGE 3-5	0.00	141.75	513.67	0.00	(513.67)	0.00	0.00	(513.67)
2173	PT SERVICES SPED AGE 0-2	0.00	0.00	1,071.30	0.00	(1,071.30)	0.00	0.00	(1,071.30)
2180	VISION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2181	VISION SERVICES SPED SCHOOL AGE	0.00	984.30	3,180.70	0.00	(3,180.70)	0.00	0.00	(3,180.70)
2182	VISION SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2190	OTHER PUPIL SUPPORT SERVICES	0.00	413.30	3,724.20	0.00	(3,724.20)	0.00	0.00	(3,724.20)
2210	IMPROVEMENT OF INSTRUCTION	0.00	0.00	75.00	0.00	(75.00)	0.00	0.00	(75.00)
2211	SCHOOL IMPROVEMENT	0.00	0.00	1,850.93	0.00	(1,850.93)	0.00	0.00	(1,850.93)
2212	INST STAFF CURR DEV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2213	INST STAFF TRAINING	0.00	75.00	6,954.27	0.00	(6,954.27)	0.00	125.00	(7,079.27)
2214	IMPLEMENTATION OF STANDARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES	0.00	8,780.37	47,275.74	0.00	(47,275.74)	0.00	0.00	(47,275.74)
2224	EDUCATIONAL TELEVISION SERVICES	0.00	1,864.33	10,413.13	0.00	(10,413.13)	0.00	0.00	(10,413.13)
2230	INSTRUCTION-RELATED TECHNOLOGY	0.00	10,094.58	36,891.42	0.00	(36,891.42)	0.00	10,506.30	(47,397.72)
2240	ACADEMIC STUDENT ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2310	BOARD OF EDUCATION	0.00	2,978.96	16,827.84	0.00	(16,827.84)	0.00	2,600.00	(19,427.84)
2320	EXECUTIVE ADMINISTRATION	0.00	16,020.94	76,726.60	0.00	(76,726.60)	0.00	0.00	(76,726.60)
2330	DISTRICT LEGAL SERVICES	0.00	610.00	4,444.00	0.00	(4,444.00)	0.00	0.00	(4,444.00)
2410	OFFICE OF PRINCIPAL	0.00	23,780.06	124,035.08	0.00	(124,035.08)	0.00	974.37	(125,009.45)
2440	2440	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2500	2500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2510	GENERAL ADMIN-BUSINESS SERVICE	0.00	7,495.84	73,229.17	0.00	(73,229.17)	0.00	36.64	(73,265.81)

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
2530	PRINT, PUB, DUP SERVICES	0.00	397.26	5,246.08	0.00	(5,246.08)	0.00	294.00	(5,540.08)
2560	PUBLIC INFO SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2570	PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2580	ADMIN TECH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2610	SUPPORT SERVICES OPERATION OF BUILDING	0.00	38,539.65	176,409.84	0.00	(176,409.84)	0.00	0.00	(176,409.84)
2620	SUPPORT SERVICES-MAINT OF BUILDING	0.00	18,491.68	78,770.76	0.00	(78,770.76)	0.00	419.97	(79,190.73)
2630	2630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2650	VEHICLE OPP, ACQUISITION AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2670	SAFETY	0.00	600.00	4,764.48	0.00	(4,764.48)	0.00	4,829.00	(9,593.48)
2710	VEHICLE OPP & PURCH REG ED	0.00	44,650.87	308,739.90	0.00	(308,739.90)	0.00	0.00	(308,739.90)
2711	VEHICLE OPP & PURCH LCC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2712	VEHICLE OPP & PURCH SCHOOL AGE SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2713	VEHICLE OPP & PURCH AGE 0-5 SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2730	VEHICLE SERV & MAINT REG ED	0.00	7,663.55	42,684.95	0.00	(42,684.95)	0.00	0.00	(42,684.95)
2732	VEHICLE SERV & MAINT SCHOOL AGE SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2760	2760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2790	OTHER TRANS REG STUDENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2792	OTHER TRANS SCHOOL AGE SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3300	COMMUNITY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3500	STATE CATEGORICAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	3,371.73	15,203.56	0.00	(15,203.56)	0.00	0.00	(15,203.56)
3535	HIGH ABILITY LEARNERS	0.00	771.55	3,041.82	0.00	(3,041.82)	0.00	859.45	(3,901.27)
3551	CAREER EDUCATION	0.00	0.00	2,277.00	0.00	(2,277.00)	0.00	1,005.00	(3,282.00)
4320	4320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700	BUILDING IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6200	TITLE I, PART A ESSA IMP BASIC BY LOCAL	0.00	5,938.15	40,109.06	0.00	(40,109.06)	0.00	0.00	(40,109.06)
6210	TITLE I PART A ACCT ESSA IMPROV BASIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6212	TITLE I PART A SUPPORT IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6310	TITLE II, PART A ESSA SUPP EFF INSTUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6401	6401	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6402	IDEA PART B(611) BASE ALLOC TRANS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6403	IDEA PART B(611) BASE ALLOC-SCHOOL AGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6404	IDEA PART B(611) BASE ALLOC BIRTH TO 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6406	IDEA PRESCHOOL(619) BASE ALLOC	0.00	432.32	2,149.61	0.00	(2,149.61)	0.00	0.00	(2,149.61)
6408	IDEA PTB 611 BASE	0.00	13,868.63	69,343.11	0.00	(69,343.11)	0.00	0.00	(69,343.11)
6410	IDEA ENROLLMENT/POVERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6412	IDEA PART B PROPORTIONATE SHARE	0.00	324.22	1,612.23	0.00	(1,612.23)	0.00	0.00	(1,612.23)
6421	IDEA PART-B ARP-BASE&ENROLLMENT POVERTY BIRTH-21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6422	IDEA PRESCHOOL (619) ARP-BASE/ENROLLMENT POVERTY (619)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6455	6455	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6500	6500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6590	6590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6610	6610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6630	6630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6700	FED VOC & APP TECH ED (CARL PERKINS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6810	6810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6960	6960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6985	6985	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6990	OTHER FED CATEGORICAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6992	REAP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6996	6996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6997	ESSER II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Expenditure Report by Function/Object - Summary

01/13/2025 09:28 AM

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6998	ESSER III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8002	XFER FROM G/F TO DEPRECIATION FD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8010	TRANSFER FROM G/F TO COOP FD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000	NON-PROGRAM EXPENDITURES	0.00	898.75	4,493.75	0.00	(4,493.75)	0.00	0.00	(4,493.75)
01	GENERAL FUND	0.00	581,896.39	3,072,737.37	0.00	(3,072,737.37)	0.00	39,591.82	(3,112,329.19)

Expenditure Report by Function/Object - Summary

01/13/2025 09:28 AM

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
03	EMPLOYEE BENEFIT FUND								
0101	0101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	19,661.34	0.00	(19,661.34)	0.00	0.00	(19,661.34)
2900	OTHER SUPPORT SERIVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9999	9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03	EMPLOYEE BENEFIT FUND	0.00	0.00	19,661.34	0.00	(19,661.34)	0.00	0.00	(19,661.34)

Expenditure Report by Function/Object - Summary

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
05	ACTIVITY FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2900	OTHER SUPPORT SERIVICES	0.00	0.00	131,346.79	0.00	(131,346.79)	0.00	19,841.00	(151,187.79)
05	ACTIVITY FUND	0.00	0.00	131,346.79	0.00	(131,346.79)	0.00	19,841.00	(151,187.79)

Expenditure Report by Function/Object - Summary

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
06	NUTRITION FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2300	2300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000	3000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3100	FOOD SERVICE OPERATIONS	0.00	11,674.10	138,351.27	0.00	(138,351.27)	0.00	0.00	(138,351.27)
4000	4000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06	NUTRITION FUND	0.00	11,674.10	138,351.27	0.00	(138,351.27)	0.00	0.00	(138,351.27)

Expenditure Report by Function/Object - Summary

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
08	BUILDING FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3552	SAFETY & SECURITY GRANT	0.00	0.00	37,602.45	0.00	(37,602.45)	0.00	0.00	(37,602.45)
4200	LAND IMPROVEMENT	0.00	0.00	50,800.00	0.00	(50,800.00)	0.00	0.00	(50,800.00)
4300	ARCHITECTURE & ENGINEERING	0.00	0.00	38,457.25	0.00	(38,457.25)	0.00	0.00	(38,457.25)
4700	BUILDING IMPROVEMENTS	0.00	4,200.00	79,429.28	0.00	(79,429.28)	0.00	0.00	(79,429.28)
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9999	9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08	BUILDING FUND	0.00	4,200.00	206,288.98	0.00	(206,288.98)	0.00	0.00	(206,288.98)

Expenditure Report by Function/Object - Summary

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
10	COOPERATIVE FUND								
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	8,297.42	41,487.02	0.00	(41,487.02)	0.00	0.00	(41,487.02)
10	COOPERATIVE FUND	0.00	8,297.42	41,487.02	0.00	(41,487.02)	0.00	0.00	(41,487.02)

Expenditure Report by Function/Object - Summary

Regular; Processing Month 01/2025; Fund Number 01, 03, 05, 06, 08, 10

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:	0.00	606,067.91	3,609,872.77	0.00	(3,609,872.77)	0.00	59,432.82	(3,669,305.59)

HEMINGFORD PUBLIC SCHOOLS

January 13, 2025

GENERAL FUND:

Statement Balance 12-31-24	$ 626,346.57
G/F MM Statement Balance 12-31-24	$1,180,836.02
3 Month CD-2094 Mat. 01-29-25	$ 314,509.30
3 Month CD-0776 Mat. 02-28-25	$ 318,231.44
3 Month CD-0962 Mat. 03-27-25	$ 317,963.81
- Outstanding Checks	$ 9,684.40
Balance 12-31-24	**$2,748,202.74**
+ December Tax Receipts:	$ 648,416.64
+ State Aid:	$ 124,368.00
Subtotal: General Fund	**$3,520,987.38**

January Bills:	$ 79,652.08	
January Payroll:	$ 529,013.46	
-Total January Expenses:		$ 608,665.54
General Fund Balance:		**$2,912,321.84**

BUILDING FUND:

Checking Balance 12-31-24	$ 319,891.16
-Outstanding Checks	$ 4,200.00
Liquid Asset Fund ($1,618.99 Dividend)	$ 447,668.54
4 CD's : 6 Month(2604) - Mat. 04-30-25	$ 853,084.78
3 Month(0954) - Mat. 03-27-25	$ 529,939.69
3 Month(0784) - Mat. 02-28-25	$ 530,385.74
December Tax Receipts:	$ 30,032.63
Building Fund Balance	**$2,706,802.54**

QCPUF:

December Tax Receipts:	$ 6,601.12

Vendor Name		Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
21ST CENTURY EQUIPMENT		GREASE	26.85
Check Number 7358	Total	21ST CENTURY EQUIPMENT	26.85
ACCUCUT		Elem office supply	50.50
Check Number 7359	Total	ACCUCUT	50.50
ADAMSON AUTOMOTIVE		BUS MAINTENANCE/REPAIR	6,675.90
Check Number 7360	Total	ADAMSON AUTOMOTIVE	6,675.90
ALLIANCE TIMES HERALD		BOE MTG NOTICES; MINUTES; AD	163.72
Check Number 7361	Total	ALLIANCE TIMES HERALD	163.72
ALMA GAUCHA		NCTE CONVENTION	79.94
Check Number 7348	Total	ALMA GAUCHA	79.94
ALOFT BOSON		NCTE CONVENTION	13.91
ALOFT BOSON		NCTE CONVENTION LODGING	1,113.28
Check Number 7348	Total	ALOFT BOSON	1,127.19
AMAZON		AG ED SUPPLIES	60.92
AMAZON		Special Education Reading Overlays	39.59
AMAZON		Noise Cancelling Headphones	85.00
AMAZON		Elementary Supply Closet Supplies -	67.92
AMAZON		AG ED SUPPLIES	143.96
AMAZON		Hearing aid batteries	30.98
AMAZON		3 ring binder hanging file	199.40
Check Number 7347	Total	AMAZON	627.77
B & C STEEL CORP.		AG ED SUPPLY	203.78
B & C STEEL CORP.		AG ED SUPPLY	126.72
B & C STEEL CORP.		STEEL - AG ED	79.42
Check Number 7362	Total	B & C STEEL CORP.	409.92
BELL, GAVIN		HAL Senior English reimburesment	570.00
Check Number 7411	Total	BELL, GAVIN	570.00
BLACK HILLS ENERGY		GAS - SUPT HOUSE	124.48
BLACK HILLS ENERGY		GAS-SCHOOL BLDG	4,877.04
Check Number 7363	Total	BLACK HILLS ENERGY	5,001.52
BLOEDORN'S LUMBER CO.		MAINTENANCE SUPPLY	259.46
Check Number 7364	Total	BLOEDORN'S LUMBER CO.	259.46
BLUE SUSHI		COUNSELORS CONF.	43.06
Check Number 7348	Total	BLUE SUSHI	43.06
BLUUM OF TEXAS LLC		Computer for Streaming	1,498.08
Check Number 7365	Total	BLUUM OF TEXAS LLC	1,498.08
BOX BUTTE AG SERVICE, INC		SNOW REMOVAL EQUIP & WT ROOM FLOOR PLATE	354.70
Check Number 7366	Total	BOX BUTTE AG SERVICE, INC	354.70

Vendor Name	Description	Amount
BOX BUTTE COUNTY CLERK	REGISTERED VOTERS FEE	32.64
Check Number 7367 Total BOX BUTTE COUNTY CLERK		32.64
BUFFALO WILD WINGS	COUNSELOR'S CONF.	47.44
Check Number 7348 Total BUFFALO WILD WINGS		47.44
CAMBRIA HOTEL	PARKING SPED LAW	24.00
CAMBRIA HOTEL	SPED LAW LODGING	254.51
Check Number 7347 Total CAMBRIA HOTEL		278.51
COURTYARD BY MARRIOTT	STATE ED CONFERENCE CANCELLATION	109.00
COURTYARD BY MARRIOTT	STATE ED CONFERENCE	654.00
Check Number 7347 Total COURTYARD BY MARRIOTT		763.00
CULLIGAN WATER CONDITIONING	REVERSE OSMOSIS	6.95
CULLIGAN WATER CONDITIONING	SOFT WATER/RENTAL	176.47
Check Number 7368 Total CULLIGAN WATER CONDITIONING		183.42
DARREN'S CARQUEST AUTO PARTS	MAINTENANCE SUPPLY	54.07
Check Number 7369 Total DARREN'S CARQUEST AUTO PARTS		54.07
DOCUSHRED	SHREDDING SERVICE	80.00
Check Number 7370 Total DOCUSHRED		80.00
DOLLAR TREE	Parent Christmas Presents	32.70
Check Number 7348 Total DOLLAR TREE		32.70
EAKES OFFICE SOLUTIONS	COPIER SUPPLY	31.43
Check Number 7371 Total EAKES OFFICE SOLUTIONS		31.43
ED PUZZLE	SUBSCRIPTION	11.50
Check Number 7347 Total ED PUZZLE		11.50
EDDIE MERLOT'S-BOSTON	NCTE CONVENTION	71.93
Check Number 7348 Total EDDIE MERLOT'S-BOSTON		71.93
EDUCATIONAL SERVICE UNIT #13	DL;INTERNET;PBDSCTE;PSYCH;VISION;COUNSEL	6,886.36
Check Number 7372 Total EDUCATIONAL SERVICE UNIT #13		6,886.36
EMBASSY SUITES- LINCOLN	PARKING	5.00
Check Number 7348 Total EMBASSY SUITES- LINCOLN		5.00
ESU COORDINATING COUNCIL	POWERSCCHOOL MEMBERSHIP/CUSTOM REPORTS	6,245.00
Check Number 7373 Total ESU COORDINATING COUNCIL		6,245.00
FREDDYS	SUI TRAINING	10.14
Check Number 7348 Total FREDDYS		10.14
FUEL TRIPS- ELAN	FUEL	305.96
FUEL TRIPS- ELAN	FUEL	989.06
Check Number 7348 Total FUEL TRIPS- ELAN		1,295.02

Vendor Name		Description	Amount
GOOGLE		GUBN domain registration	12.00
Check Number	7348 Total	GOOGLE	12.00
GRADUATE- LINCOLN,		NE MTSS MTG	138.92
Check Number	7348 Total	GRADUATE- LINCOLN,	138.92
GRANITE CITY		MTSS MTG	19.12
Check Number	7348 Total	GRANITE CITY	19.12
H & H SANITATION		ROLL OFF BOX RENTAL	150.00
Check Number	7374 Total	H & H SANITATION	150.00
HEMINGFORD CO-OP TELEPHONE CO		TELEPHONE/INTERNET SERVICE	968.16
Check Number	7375 Total	HEMINGFORD CO-OP TELEPHONE CO	968.16
HEMINGFORD MUNICIPAL UTILITIE		UTILITIES	9,981.22
Check Number	7376 Total	HEMINGFORD MUNICIPAL UTILITIE	9,981.22
HERNANDEZ, ALISHA		DEC MILEAGE REIMBURSEMENT	80.20
Check Number	7377 Total	HERNANDEZ, ALISHA	80.20
HOBBY LOBBY		3ft Christmas trees	136.89
Check Number	7348 Total	HOBBY LOBBY	136.89
HOLIDAY INN EXPRESS - HASTINGS		SUI TRAINING	198.94
Check Number	7348 Total	HOLIDAY INN EXPRESS - HASTINGS	198.94
HOMETOWN LEASING		COPIER LEASE PYMT	365.83
Check Number	7378 Total	HOMETOWN LEASING	365.83
HOTEL PARKING		PARKING - STATE ED CONF	40.00
Check Number	7347 Total	HOTEL PARKING	40.00
HUSS AUTO REPAIR		FORD #2 - TIRES	869.00
HUSS AUTO REPAIR		OLD SUBURBAN - SERVICE	118.65
Check Number	7379 Total	HUSS AUTO REPAIR	987.65
IDEAL LINEN AND UNIFORM		CUSTODIAL SUPPLY	98.50
IDEAL LINEN AND UNIFORM		CUSTODIAL SUPPLIES	98.50
IDEAL LINEN AND UNIFORM		CUSTODIAL SUPPLIES	98.50
Check Number	7380 Total	IDEAL LINEN AND UNIFORM	295.50
IDEAL/BLUFFS FACILITY SOLUTIONS		CUSTODIAL SUPPLIES	2,266.85
IDEAL/BLUFFS FACILITY SOLUTIONS		CUSTODIAL SUPPLIES	87.10
IDEAL/BLUFFS FACILITY SOLUTIONS		CUSTODIAL SUPPLIES	168.32
Check Number	7381 Total	IDEAL/BLUFFS FACILITY SOLUTIONS	2,522.27
IMAGINE LEARNING LLC		For Title and Resource	785.40
Check Number	7412 Total	IMAGINE LEARNING LLC	785.40
INNOVATIVE OFFICE SOLUTIONS, LLC		Toner	756.28
INNOVATIVE OFFICE SOLUTIONS, LLC		Toner for large scale printer.	396.22
Check Number	7382 Total	INNOVATIVE OFFICE SOLUTIONS, LLC	1,152.50

Vendor Name	Description	Amount
J.J. PRATT ENTERPRISES, LLC	REFINISH GYM FLOORS	4,940.00
Check Number 7383 Total J.J. PRATT ENTERPRISES, LLC		4,940.00
JACKS REFRIGERATION SERVICE	HEATING UNIT #7 HS REPAIR	989.13
JACKS REFRIGERATION SERVICE	FLAME SENSOR REPAIR/REPLACE	1,156.06
Check Number 7384 Total JACKS REFRIGERATION SERVICE		2,145.19
JAYMAR BUSINESS FORMS INC	TAX FORMS	252.38
Check Number 7385 Total JAYMAR BUSINESS FORMS INC		252.38
JW PEPPER & SON, INC	clarinet reeds	21.99
Check Number 7386 Total JW PEPPER & SON, INC		21.99
KIMBALL, KATIE	CNA TESTING LUNCH	42.38
Check Number 7387 Total KIMBALL, KATIE		42.38
KING BUFFET	SUI TRAINIG	16.05
Check Number 7348 Total KING BUFFET		16.05
KSB School Law PC, LLO	LEGAL SERVICES	610.00
Check Number 7388 Total KSB School Law PC, LLO		610.00
LEGACY COOP	MISC FASTENERS	3.68
Check Number 7389 Total LEGACY COOP		3.68
LINCOLN JOURNAL STAR	Subscription	30.99
Check Number 7347 Total LINCOLN JOURNAL STAR		30.99
LINCOLN MARRIOT CORNHUSKER	STATE ELEM PRIN. MTG	224.00
Check Number 7390 Total LINCOLN MARRIOT CORNHUSKER		224.00
LISA BRIGGS, OT, LLC	OT SERVICE/MILEAGE	1,837.86
Check Number 7391 Total LISA BRIGGS, OT, LLC		1,837.86
MAILCHIMP	Subscription	13.00
Check Number 7347 Total MAILCHIMP		13.00
MATHCOUNTS FOUNDATION	competition registration	560.00
Check Number 7348 Total MATHCOUNTS FOUNDATION		560.00
MENARDS	AG ED SUPPLIES	396.80
Check Number 7347 Total MENARDS		396.80
MJ OCONNORS	NCTE CONVENTION	53.34
Check Number 7348 Total MJ OCONNORS		53.34
MOBIUS COMMUNICATIONS CO	1ST QTR CAMERA MAINT-2025	600.00
Check Number 7392 Total MOBIUS COMMUNICATIONS CO		600.00
MORFORD'S DECORATING CENTER	WEST HALL WALK OFF CARPET	494.64
Check Number 7393 Total MORFORD'S DECORATING CENTER		494.64

Vendor Name	Description	Amount
NCS PEARSON INC.	CASL-2 assessment protocols	98.00
Check Number 7394 Total NCS PEARSON INC.		98.00
NEBRASKA SCHOOL COUNSELOR ASSOCIATION	NE SCHOOL COUNSELOR MEMBERSHIP	40.00
Check Number 7395 Total NEBRASKA SCHOOL COUNSELOR ASSOCIATION		40.00
NEGIFTED	NEGifted Conference registration	333.62
Check Number 7348 Total NEGIFTED		333.62
OMNIFY BENEFITS	PARTICIPATION FEE	82.60
Check Number 7410 Total OMNIFY BENEFITS		82.60
ONE SOURCE BACKGROUND CHECK CO	BACKGROUND CHECK	20.00
ONE SOURCE BACKGROUND CHECK CO	BACKGROUND CHECK-KW	20.00
Check Number 7396 Total ONE SOURCE BACKGROUND CHECK CO		40.00
PAUL H BROOKES PUBLISHING CO INC.	ASQ-3 starter	333.35
Check Number 7397 Total PAUL H BROOKES PUBLISHING CO INC.		333.35
PRAIRIE STORAGE CONTAINERS	STORAGE CONTAINER RENT	150.00
Check Number 7398 Total PRAIRIE STORAGE CONTAINERS		150.00
PROJECTOR PEOPLE	Projector for Ms. Davies	1,199.00
Check Number 7399 Total PROJECTOR PEOPLE		1,199.00
QUILL CORPORATION	Coffee	201.52
Check Number 7347 Total QUILL CORPORATION		201.52
RABEN'S MARKET	CUSTODIAL CLEANING SUPPLIES	11.32
RABEN'S MARKET	SPED SUPPLIES FOR STUDENT	28.73
RABEN'S MARKET	FCS CLASS SUPPLIES	443.56
Check Number 7400 Total RABEN'S MARKET		483.61
RAISING CANES	STATE ED CONFERENCE	29.77
Check Number 7347 Total RAISING CANES		29.77
REGION V ELEMNETARY PRINCIPALS	Region V Principals Dues	60.00
Check Number 7401 Total REGION V ELEMNETARY PRINCIPALS		60.00
ROBERTS ELECTRIC INC.	ROOFTOP VENTILATION FOR NEW DL UNIT	1,569.18
ROBERTS ELECTRIC INC.	MODULAR RAMP HEAT PLUGS	1,999.76
Check Number 7402 Total ROBERTS ELECTRIC INC.		3,568.94
ROCKY MOUNTAIN AIR SOLUTIONS	GAS- AG ED	46.60
Check Number 7403 Total ROCKY MOUNTAIN AIR SOLUTIONS		46.60
ROTH, MIKAELA	DEC MILEAGE REIMBURSEMT	85.93
Check Number 7404 Total ROTH, MIKAELA		85.93
SARACENO	NCTE CONVENTION	48.55
Check Number 7348 Total SARACENO		48.55

Vendor Name			Description	Amount
SHERIDAN COUNTY			2024 GENERAL ELECTION EXPENSE	100.00
Check Number	7405	Total	SHERIDAN COUNTY	100.00
SOAR PEDIATRIC THERAPY, LLC			P/T SERVICE/ MILEAGE	2,229.00
Check Number	7406	Total	SOAR PEDIATRIC THERAPY, LLC	2,229.00
SPARQ DATA SOLUTIONS			SPARQ MTGSUBSCRIPTION 2025-26	2,600.00
Check Number	7407	Total	SPARQ DATA SOLUTIONS	2,600.00
TRINIS MEXICAN RESTAURANT			STATE ED CONFERENCE	72.17
Check Number	7347	Total	TRINIS MEXICAN RESTAURANT	72.17
TWISTED FORK			STATE ED CONFERENCE	48.52
Check Number	7347	Total	TWISTED FORK	48.52
VALOR GENERAL STORE			CUSTODIAL SUPPLIES	1.38
Check Number	7413	Total	VALOR GENERAL STORE	1.38
WALL STREET JOURNAL			MONTHLY SUBSCRIPTION	41.72
Check Number	7347	Total	WALL STREET JOURNAL	41.72
WENDYS			SUI TRAINIG	12.51
Check Number	7348	Total	WENDYS	12.51
WESTCO			DEC FUEL	4,713.62
Check Number	7408	Total	WESTCO	4,713.62
WPCI			DOT TESTING	38.00
Check Number	7409	Total	WPCI	38.00
Fund Number 01				79,652.08
Checking Account ID 1				79,652.08

Vendor Name	Description	Amount
Checking Account ID 8	Fund Number 08 BUILDING FUND	
WOOD CONSTRUCTION	DOOR REMOVAL/ADJMTS; HOLE PATCH	4,200.00
Check Number 1548 Total	WOOD CONSTRUCTION	4,200.00
Fund Number 08		4,200.00
Checking Account ID 8		4,200.00

Vendor Name		Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
CASH-WA DISTRIBUTING		FOOD SUPPLY	1,322.05
CASH-WA DISTRIBUTING		FOOD SUPPLY	2,655.66
CASH-WA DISTRIBUTING		FOOD SUPPLY	1,260.42
CASH-WA DISTRIBUTING		FOOD SUPPLY	359.82
CASH-WA DISTRIBUTING		FOOD SUPPLY	1,618.25
CASH-WA DISTRIBUTING		FOOD SUPPLY	264.67
Check Number	7206 Total	CASH-WA DISTRIBUTING	7,480.87
HILAND DAIRY		MILK	436.95
HILAND DAIRY		MILK	388.16
HILAND DAIRY		MILK	436.63
HILAND DAIRY		MILK	436.52
HILAND DAIRY		MILK	387.95
HILAND DAIRY		MILK	436.52
HILAND DAIRY		MILK	279.11
Check Number	7207 Total	HILAND DAIRY	2,801.84
RABEN'S MARKET		FOOD SUPPLY	52.19
Check Number	7208 Total	RABEN'S MARKET	52.19
SIMPLY CLEAN		DISHWASHER SERVICED	112.60
Check Number	7209 Total	SIMPLY CLEAN	112.60
US FOODS		FOOD SUPPLY	3,787.72
US FOODS		FOOD SUPPLY	3,889.14
Check Number	7210 Total	US FOODS	7,676.86
Fund Number 06			18,124.36
Checking Account ID 6			18,124.36

AMENDMENT TO 2024-2025 NEGOTIATED AGREEMENT

In consideration of a need for an assistant eSports sponsor, the Hemingford Board of Education and the Hemingford Education Association agree to amend the 2024-2025 Negotiated agreement entered into on December 11, 2024, as set forth below.

Add Assistant eSports position to Appendix B (2024-2025 Extra Duty Categories and Percentages). The position for 2024-2025 will be added to Column G (2%).

Document Authorization

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed here on, all on the days and year first above written.

HEMINGFORD EDUCATION ASSOCIATION	**DISTRICT #10 BOARD OF EDUCATION**
Katie Sailor	
President	President
Chief Negotiator	Chief Negotiator
1-13-2025	
Date	Date

Hemingford Public Schools

One-Year Negotiated Agreement

2025-2026

PREAMBLE

This Agreement is effective the 10th day of August 2025, by and between the Board of Education of the School District of Hemingford #10 in the County of Box Butte, in the State of Nebraska (hereinafter referred to as the "Board" or "District" as the context may require) and Hemingford Education Association (hereinafter referred to as the "Association").

GENERAL PURPOSE

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of Hemingford is a joint responsibility, which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter in this agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community.

ARTICLE I

Recognition

The Board will require the Association to give a list of current members, which will provide evidence that it represents the majority of the members of the bargaining unit. The Board will affirm its judgment in this regard by a motion at any meeting of the Board prior to the commencement of negotiations. The Board will then recognize the Association as the exclusive and sole collective bargaining representative for all teachers employed by the District. Teacher shall mean all certificated teaching personnel employed by the district, but excluding superintendent, elementary and high school principals, and director of instructional services.

ARTICLE II

Teacher Rights

Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed in addition to those provided elsewhere.

The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

ARTICLE III

Salaries

A. Salary Schedule

The teacher's salary schedule is attached as Appendix A. The Board of Education will grant teachers all years of prior teaching experience. The Superintendent of Schools shall determine the placement of the teacher on the salary schedule. The Board of Education realizes that certain teaching positions become special cases--either by nature of the training required, or by the laws of supply and demand. When it becomes necessary to secure the services of a qualified teacher, the Board of Education may grant additional compensation, e.g. payment of a signing bonus, or payment of moving expense. The amount of compensation and the type of bonus will be reported to the president of the Association. Additional steps on the salary schedule will not be considered an acceptable deviation.

B. Base Salary

The base salary for the 2025-2026 school year shall be $39,000.00.

C. Horizontal Movement

An official transcript of college credits will be required for verification of position on the salary schedule. The transcript **must** be filed in the office of the superintendent on or before September 15. No changes in position on the basic salary schedule may be made after this date. Only those hours received after the Bachelor's degree has been conferred can be used to advance to the BA plus 9, BA plus 18, BA plus 27 or BA plus 36 steps. Only those hours received after the Master's degree has been conferred can be used to advance to the MA plus 9 or MA plus 18. All graduate work used for advancement on the salary schedule must be graduate-level courses and must be pre-approved by the superintendent.

Graduate hours for advancement on the salary schedule shall be from an accredited graduate-level institution. Accredited graduate-level institutions are those institutions that have earned accreditation through the Council for the Accreditation of Educator Preparation (CAEP) or the National Council for Accreditation of Teacher Education (NCATE). Other similarly rigorous regional or state accreditations may be permitted at the superintendent's discretion.

Once a master's degree is conferred, movement will be allowed to the Master's column. No restriction on horizontal movement.

Up to $1,000 per teacher (maximum of 20 teachers per year) of approved Master's Program tuition and fees may be reimbursed per year upon presentation of receipts. (500 level or above).

Individual graduate classes will continue to be approved by the superintendent. In order for teachers to receive compensation for tuition, the following are in order:

- For teachers with a Bachelor of Science degree, a college "Plan of Study" for a Master of Science Degree Program must be on file with the Superintendent.
- For teachers that hold a Master of Science Degree, additional hours towards an additional endorsement would also be accepted.
- A "Plan of Study" is approved by the college or university and the graduate student. A copy is then shared with the Superintendent.

D. Vertical Movement

Teachers shall be placed on the proper vertical steps in accordance with their experience in the district plus credited prior experience. Only one step is allowed during any school year.

E. Specialized Professional Salary Placement

Because of the nature of the position, and the responsibility of the position, teachers who are employed as counselors or speech-language pathologists will receive a salary equal to 110% of their salary placement. This additional salary amount requires the following:

School Counselor
1. A Master's Degree and an Endorsement in Counseling
AND
2. Either 5 years of experience in the district or 5 years of experience as a counselor

Speech Language Pathologist
1. A Master's Degree and an Endorsement in Speech-Language Pathology

F. Extra Duty Salary

Extra duty pay will be determined for each assignment by a percentage of the teacher's base salary. The different extra duty assignments with their percentages are listed below. To determine the starting wage or base pay for the assignment, multiply the teacher's salary base pay by the percentage assigned to each position. In addition to the base salary, experience pay will be given for each year of experience at Hemingford up to ten years. Experience pay will be .5% of the sponsor's beginning base pay for each year of experience. (See extra duty sheet-each level is different.)

Experience pay can be transferred within the same sport. An assistant coach moving up to head coach will be given one-half of their coaching experience for a maximum of three years. Junior high coaching experience cannot be transferred to varsity. Experience does not transfer between different activities or assignments. In

those positions which did not include experience pay in previous years, only one year will be allowed regardless of how many years the sponsor has served in those positions.

The Board reserves the right to grant new teachers to the system their experience at other schools up to the limit for each category.

The Board retains the right to add or delete positions and to change sponsors or coaches as recommended by the superintendent of schools.

Categories and Percentages

See Appendix B.

G. Summer In-Service Training

When teachers are requested to attend a summer in-service training, they will be paid at an hourly rate of $25.00 per hour.

H. Payment of Salary

Salaries will be paid in 12 equal installments on or before the 15th of each month, commencing in September.

I. Teacher Recruitment/Retention Incentives

From time to time, external organizations, agencies, and programs provide incentives/inducements to encourage the participation and retention of professional teachers in certain areas of shortage and/or high demand. The school district may participate and may also act as a flow-through/fiscal agent in such programs to provide retention and recruitment incentives and inducements to teachers in partnership with other organizations/agencies. The parties agree these payments are not subject to additional collective bargaining.

J. Extended Contracts

Extended contracts are paid at the daily rate of 1/184 of the teacher's current salary schedule placement.

K. Dual Credit Courses

The amount of any payments received by the School District from a post-secondary institution due to a teacher teaching a college credit course or dual credit course (for both the School District and the post-secondary institution) shall be added to that teacher's compensation within 60 days after receipt of the payment by the District, subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.

L. National Board Certification Annual Stipend

Each teacher who has earned and maintains National Board Certification will receive an additional stipend of $1,200/year (to be added to the total salary and paid over 12 months).

ARTICLE IV

Insurance

All insurance and benefits are prorated according to a teacher's FTE.

A. Health Insurance

The Board shall provide for health insurance equivalent to the prescribed "tier" level for each certificated faculty member not to exceed a monthly rate of the cost of a family health-Tier/Level 2 (2025-2026 is $850 Deductible), single dental policy (PPO – 100% A, B, C Coverage-Option 5) offered by EHA. Family dental will be provided for married teachers both employed by District #10. Teachers who do not require health insurance may take a $700.00 per month 403(b) investment of their choice, or a $700.00 per month cash in lieu of insurance stipend as specified below."

No teacher shall be allowed to decline group health coverage for purposes of receiving a cash-in-lieu payment under this section unless said teacher has filed a signed attestation with the superintendent's office certifying that the teacher and all other individuals for whom the teacher reasonably expects to claim a personal exemption deduction for the taxable years covered by this Agreement have or will have minimum essential coverage during the term of this Agreement. Teachers are not eligible for the opt-out payment if they obtained the outside coverage in the individual market, whether or not obtained through the Health Insurance Marketplace.

The teacher must file an individual disclaimer which certifies that said teacher is covered by an alternate health insurance plan which aligns with the requirements of the preceding paragraph and which absolves both the School District and the Association of responsibility for any future financial ramifications encountered by said teacher as a result of that teacher's decision to decline participation in the District's health plan and any misrepresentations of the District's insurance offer made by the teacher in procuring the outside coverage. Unless all of the foregoing conditions are satisfied no earlier than July 1, 2025, the School District will not honor requests for cash payment under this section.

A teacher who declines the District-provided employee health insurance may elect one of the following options:

Option 1:
A teacher who declines the District-provided employee health insurance will receive a cash-in-lieu of insurance stipend in the amount of $8,400.00 provided that such teacher has filed a signed attestation with the superintendent's office. The cash-in-lieu of insurance stipend will be paid monthly in the amount of $700.00 over a twelve-month period.

OR

Option 2:

A teacher who declines the District-provided employee health insurance will receive a cash-in-lieu of insurance stipend in the amount of $700.00 per month provided that such teacher has filed a signed attestation with the superintendent's office. The cash-in-lieu of insurance stipend will be contributed to a school-sponsored 403(b) plan.

B. Life Insurance

The Board shall provide for a term life insurance policy in the amount of $25,000 to each certified staff member who is employed .50 FTE or more. The Board will select the insurance carrier.

C. Long-Term Disability Insurance

Professional staff of the Hemingford Public School District shall be provided a LTD plan. Certified staff shall purchase long-term disability income protection insurance through a carrier selected by the district. The district shall deduct the insurance premium for each staff member from their monthly salary. The district will add the annual cost of the premium to the staff member's yearly salary.

ARTICLE V

Terms of Employment

A. In House Substituting

Teachers who are asked to substitute for another teacher during their planning period will be paid one-eighth of the wage paid for substitute teachers. The rate for substitute teachers shall be set annually by the Board.

B. Wage Dock

When it is necessary to dock wages, dockage will be at the rate of 1/184 of the yearly contract for persons employed on a nine-month basis, 1/204 of the yearly contract for persons employed on a ten-month basis and at the rate of 1/224 of the yearly contract for persons employed on an eleven-month basis.

C. Contract Days

Certified faculty members who teach are contracted for a total of 184 days, including teacher work days.

ARTICLE VI

Other Benefits

A. PTO Leave

PTO for teachers shall be (13) days per year and can be used as either sick or PTO (submitting doctors notes as needed or approval of 5 days in advance by administration.)

Unused PTO days convert to accumulative sick days up to 50 days. Current accumulative days will roll into the new agreement. A teacher may not use sick leave at any time he or she has accrued and unused PTO.

PTO leave may be used for any purpose, provided that the teacher's principal has given permission for the teacher to take the PTO leave. Except for in the case of an emergency or sickness, the teacher shall request permission to take PTO leave from the teacher's principal at least five days prior to taking PTO leave. In the event of an emergency or sickness, the teacher shall request PTO leave as soon as possible. Requests must be made in writing. Except for in the case of an emergency or sickness, no PTO or-leave will be granted for the first day of school or the last day of school. (No more than 10% of the faculty may use their PTO leave at the same time.)

A teacher will not be required to use PTO leave days to attend conferences, seminars, or workshops or to perform other duties requiring the teacher's absence as long as the Administration directed the teacher to attend such conference, seminar, or workshop or perform such duties.

Upon separation from Hemingford Schools, an employee with a minimum of five years of employment with District 10 will be paid for each day of accumulated unused sick days up to 50 days, at a rate of $60 a day. Employees with a minimum of ten years of employment with District 10 will be paid for each day of accumulated unused sick days up to 50 days, at a rate of $80 a day. Employees with a minimum of fifteen years of employment with District 10 will be paid for each day of accumulated unused sick days up to 50 days, at a rate of $100 a day. Employees with a minimum of twenty years of employment with District 10 will be paid for each day of accumulated unused sick days up to 50 days, at a rate of $120 a day. Employees must submit a letter of resignation and make a request for these funds on or before April 15th of the last year of service to be valid.

Unused PTO days will be transferred to accumulated sick leave at the end of the year. If the teacher has already accumulated fifty (50) sick days, that teacher will receive $75 per day for each day of the PTO days not used that school year. Any days of unused PTO remaining after the balance of sick days reaches fifty will also be paid out at $75 per day to be paid no later than August 1st. For example, if a teacher has 45 accumulated sick leave days and 10 unused PTO days at the end of a contract year, 5 PTO days will be converted to sick days and 5 PTO days will be paid out.

B. Professional Leave

Professional leave will be granted by the superintendent or designee.

ARTICLE VII

Certificated Personnel Grievance Policy

A. See Appendix C

Article VIII

Duration of Agreement

This contract shall be effective as of August 10th, 2025, and shall continue in effect until September 1, 2026. If a new and substitute contract has not been duly entered into prior to September 1, 2026, this contract shall continue in full force and effect until such substitute contract is adopted.

Appendix C

Certificated Staff Grievance Policy

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel.

This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties. It will be incumbent upon all district employees to follow these procedures to settle their grievances.

Within this general framework the following specific purposes are to be served by this grievance procedure:

1. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affect him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Complaints Grievance Procedure

The district's grievance procedure is the professional channel of appeal which shall be used by professional employees to seek just and productive solutions to employee and policy conflicts. Employees, who are aggrieved by; the actions and decisions of supervisory staff; other employees; or the effects of district policy, shall seek solutions through the following procedures:

STEP #I

1. Informally present and discuss your grievance matter with your immediate supervisor.
2. If the grievance matter is not resolved to your satisfaction, state your grievance in writing to your immediate supervisor.
3. The immediate supervisor shall provide you with a written decision and reasons within three days after receiving your written grievance.

STEP #II

1. If the grievance is not resolved to your satisfaction, appeal your grievance to the principal or next ranking supervisor (follow the chain-of administrative organization) within five days.
2. Present your written grievance statements and accompanying documents to the next succeeding supervisor in charge.
3. The supervisor receiving your written appeal shall arrange a review conference with the employees involved within five days.
4. The receiving supervisor shall provide the involved parties his/her written decision within three days following the review conference.

STEP #III

1. If your grievance remains unresolved to your satisfaction, file a written appeal with the Superintendent of Schools.
2. Provide the Superintendent with all documents from the preceding procedural steps.
3. The Superintendent shall hold a review conference with the parties involved within five days after receipt of a grievance appeal.
4. The Superintendent shall provide his/her written decision and reasons to the involved parties within three days after the review conference.

STEP #IV

1. If your grievance remains unresolved, appeal in writing to the Board of Education by giving notice to the Board President.
2. Provide the Board President with all written documents from the preceding steps of the appeal process.

3. The Board President shall arrange a conference with the board and all involved parties after receiving the written appeal request as soon as practical but no later than the next regular Board meeting.
4. After the conference the Board President shall provide to all parties the written decision of the Board of Education as soon as practical. The decision of the Board of Education shall be final.

STEP #V

When an employee grievance matter concerns employment conditions covered in the current board\teacher representative written negotiated agreement, the employee may appeal a Board decision to the Commission of Industrial Relations.

Any claimant shall be entitled to representation of his/her choice when a grievance claim is appealed through the procedure of the Board of Education.

CONDITIONS AND LIMITATIONS OF GRIEVANCE PROCEDURE

1. A grievance against actions and decisions of an immediate supervisor - Begin procedure at Step #I.
2. A grievance against the actions and decisions of a principal - Begin procedure at Step #II.
3. A grievance against the actions and decisions of Superintendent- Begin at Step #III.
4. A grievance against the actions and decisions of the Board of Education - Begin at Step #III.
5. A grievance against another non-supervisory employee - Begin at Step #II.
6. A grievance resulting from the interpretation of policies in the district's policy manual - Begin at the supervisory step of the individual making the interpretation.
7. A grievance which is created by the correct administration of district policy - Begin at Step #III.

Filing of Complaint

A complainant must file a complaint within 30 days after the event or action which the complaint is based upon.

Misuse of Procedure

Repeated use of the grievance procedure through Step #IV for frivolous and unsupported reasons will result in disciplinary action by the Board of Education. Only the Board of Education shall make this determination.

Employee complaints not channeled through this professional communications procedure will be handled as malicious gossip and petty gripes and may cause the employee to be charged with unprofessional conduct and/or insubordination.

Grievance Procedure Conditions

It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

Staff, who seek to appeal the decision of any supervisor, shall notify the supervisor in writing of their action seeking to appeal the decision or actions.

Name _____ Assigned Building_____

Step #I - Initial Completed Steps

_____ 1. I have informally discussed my concern with my immediate supervisor on: _____.
Date

_____2. My problem was resolved.

_____3. I have stated my problem to my immediate supervisor in writing.

_____4. I have received the written decision and reasons from my immediate supervisor.

STEP #II - Initial Completed Steps

_____1. I seek to appeal the decision and actions of my immediate supervisor as a grievance.

_____2. I have provided my written grievance statement and immediate supervisor's written decision to (Name)_____.

_____3. A Step #II conference was held with the following supervisors and personnel present at the review conference. _____

_____4. I have received the written decision and reasons from (supervisor)_____.

USE THIS SECTION IF ANOTHER SUPERVISOR IS INVOLVED IN THE APPEAL PROCESS - Initial Completed Steps

_____1. I seek to appeal the decision and action of supervisor _____ to supervisor _____.

_____2. I have provided Supervisor _____ with my written grievance and the preceding decisions.

_____3. A review conference was held on (Date)_____ with the following supervisors and personnel present at the conference. _____

_____4. I have received the written decision and reasons of supervisor _____

STEP #III – Initial Completed Steps

_____1. I seek to appeal the decision and actions of Supervisor_____ to the Superintendent of schools.

_____2. I have provided the superintendent with all written documents from previous appeal steps.

_____3. The superintendent has held a review conference on date: _____ with the following supervisors and personnel present: _____.

_____4. I have reviewed a written copy of the superintendent's decision and reasons.

STEP #IV – Initial Completed Steps

_____1. I seek to appeal the decision and actions of the superintendent of schools to the Board of Education.

_____2. I have provided written documents of each step of the appeal process to the president of the Board of Education.

_____3. The Board of Education granted me an appeal hearing on date: _____.

_____4. I have received a copy of the Board's decision and actions.

STEP #V – Initial Completed Steps

_____1. I seek to appeal the decision of the board of education to the Commission of Industrial Relations.

The aggrieved employee shall initial each item completed in the appeal process and sign at that step they feel the matter was satisfactorily resolved. The supervisor resolving the grievance matter shall keep the appeal form on file.

ARTICLE IX

Document Authorization

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed here on, all on the days and year first above written.

HEMINGFORD EDUCATION ASSOCIATION

Katri Failor
President

Kathleen Standermann
Chief Negotiator

1/13/2025
Date

DISTRICT #10 BOARD OF EDUCATION

President

Chief Negotiator

Date

Appendix A - 2025-2026 Hemingford Public Schools Salary Schedule 2025-2026

BASE $ 39,000 STEPS 4.5 X 4.5

	A	B	C	D	E	F	G	H
	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18
1	$39,000.00 1	$40,755.00 1.045	$42,510.00 1.09	$44,265.00 1.135	$46,020.00 1.18	$47,775.00 1.225	$49,530.00 1.27	$51,285.00 1.315
2	$40,755.00 1.045	$42,510.00 1.09	$44,265.00 1.135	$46,020.00 1.18	$47,775.00 1.225	$49,530.00 1.27	$51,285.00 1.315	$53,040.00 1.36
3	$42,510.00 1.09	$44,265.00 1.135	$46,020.00 1.18	$47,775.00 1.225	$49,530.00 1.27	$51,285.00 1.315	$53,040.00 1.36	$54,795.00 1.405
4	$44,265.00 1.135	$46,020.00 1.18	$47,775.00 1.225	$49,530.00 1.27	$51,285.00 1.315	$53,040.00 1.36	$54,795.00 1.405	$56,550.00 1.45
5	$46,020.00 1.18	$47,775.00 1.225	$49,530.00 1.27	$51,285.00 1.315	$53,040.00 1.36	$54,795.00 1.405	$56,550.00 1.45	$58,305.00 1.495
6		$49,530.00 1.27	$51,285.00 1.315	$53,040.00 1.36	$54,795.00 1.405	$56,550.00 1.45	$58,305.00 1.495	$60,060.00 1.54
7		$51,285.00 1.315	$53,040.00 1.36	$54,795.00 1.405	$56,550.00 1.45	$58,305.00 1.495	$60,060.00 1.54	$61,815.00 1.585
8			$54,795.00 1.405	$56,550.00 1.45	$58,305.00 1.495	$60,060.00 1.54	$61,815.00 1.585	$63,570.00 1.63
9				$58,305.00 1.495	$60,060.00 1.54	$61,815.00 1.585	$63,570.00 1.63	$65,325.00 1.675
10					$61,815.00 1.585	$63,570.00 1.63	$65,325.00 1.675	$67,080.00 1.72
11					$63,570.00 1.63	$65,325.00 1.675	$67,080.00 1.72	$68,835.00 1.765
12					$65,325.00 1.675	$67,080.00 1.72	$68,835.00 1.765	$70,590.00 1.81
13					$67,080.00 1.72	$68,835.00 1.765	$70,590.00 1.81	$72,345.00 1.855
14						$70,590.00 1.81	$72,345.00 1.855	$74,100.00 1.9
15							$74,100.00 1.9	$75,855.00 1.945
16								$77,610.00 1.99
17								$79,365.00 2.035

Appendix B 2025-2026 Extra Duty Categories and Percentages

GROUP A 10%	GROUP B 8%	GROUP C 6%	GROUP D 5%
HEAD FOOTBALL	HEAD GOLF	ASSISTANT FOOTBALL (3)	FCCLA
HEAD VOLLEYBALL	FFA	ASSISTANT VOLLEYBALL(1)	YOUTUBE BROADCASTING (2)
HEAD GIRLS BASKETBALL	HEAD SPEECH	ASSISTANT GBB	ASSISTANT ESPORTS*
HEAD BOYS BASKETBALL	INSTRUMENTAL MUSIC	ASSISTANT BBB	ASSISTANT CHEERLEADING*
HEAD BOYS WRESTLING		ASSISTANT WRESTLING	
HEAD GIRLS WRESTLING		ASSISTANT TRACK (2)	
HEAD GIRLS TRACK		ASSISTANT CROSS COUNTRY (1)	
HEAD BOYS TRACK		ASSISTANT GOLF*	
HEAD CROSS COUNTRY		CHEERLEADING (1)	
		ESPORTS	

GROUP E 4%	GROUP F 3%	GROUP G 2%	GROUP H 1%	GROUP O (Other) Specified Rates
JR HIGH VOLLEYBALL (2)	YEARBOOK	JR CLASS SPONSOR (2)	SENIOR CLASS SPONSOR (2)	CONCESSIONS ($1,800)
JR HIGH FOOTBALL(2)	ALL SCHOOL PLAY (2)	HONOR SOCIETY (1)	QUIZ BOWL (1)	HAL ENRICHMENT ($100)
JR HIGH WRESTLING(2)	STUDENT COUNCIL (1)	ASSISTANT SPEECH (1)*	SCIENCE OLYMPIAD (1)	
JR HIGH GIRLS WRESTLING(2)	ASSISTANT ONE ACT	HEALTH PROFESSIONS CLUB (1)	IEP PLANNING	
JR HIGH GIRLS BASKETBALL (2)		MARCHING BAND ASSISTANT (1)	JR HIGH QUIZ BOWL (1)	
JR HIGH BOYS BASKETBALL (2)		HOPE SQUAD	HAL SUPERVISION	
SIP CHAIRMAN (2)		HAL (Elementary)	FINE ARTS AND CULTURE CLUB	
WORLDSTRIDES DC (1)		HAL (Jr. High/High School)	ELEMENTARY STUDENT COUNCIL	
ONE ACT PLAY		UNIFIED SPORTS (Per Season)		
JR. HIGH TRACK				
JR. HIGH CROSS COUNTRY				

*ASSISTANT IF 10 OR MORE PARTICIPANTS ARE INVOLVED

**From time to time there is a need for extra duty assignments not already specified in the negotiated agreement. The board and the association may agree to reopen negotiations for the express purpose of negotiating compensation for the new extra duty position. Not other portions of the negotiated agreement will be considered. Once the association and the board have come to an agreement and the board approves the additional extra duty, the new duty will be emailed to all staff, and from the pool of applicants, the work will be assigned.

SUMMER WEIGHT ROOM Minimum Rate Required by Nebraska Revised Statute § 48-1203 NOT TO EXCEED 200 HOURS

ACTIVITIES DIRECTOR 18% OF BASE

BASE PAY $ 39,000.00

YEARS	ACTIVITY DIRECTOR 18%	A 10%	B 8%	C 6%	D 5%	E 4%	F 3%	G 2%	H 1%
0	$ 7,020.00	$ 3,900.00	$ 3,120.00	$ 2,340.00	$ 1,950.00	$ 1,560.00	$ 1,170.00	$ 780.00	$ 390.00
1	$ 7,371.00	$ 4,095.00	$ 3,276.00	$ 2,457.00	$ 2,047.50	$ 1,638.00	$ 1,228.50	$ 819.00	$ 409.50
2	$ 7,722.00	$ 4,290.00	$ 3,432.00	$ 2,574.00	$ 2,145.00	$ 1,716.00	$ 1,287.00	$ 858.00	$ 429.00
3	$ 8,073.00	$ 4,485.00	$ 3,588.00	$ 2,691.00	$ 2,242.50	$ 1,794.00	$ 1,345.50	$ 897.00	$ 448.50
4	$ 8,424.00	$ 4,680.00	$ 3,744.00	$ 2,808.00	$ 2,340.00	$ 1,872.00	$ 1,404.00	$ 834.60	$ 468.00
5	$ 8,775.00	$ 4,875.00	$ 3,900.00	$ 2,925.00	$ 2,437.50	$ 1,950.00	$ 1,462.50	$ 975.00	$ 487.50
6	$ 9,126.00	$ 5,070.00	$ 4,056.00	$ 3,042.00	$ 2,535.00	$ 2,028.00	$ 1,521.00	$ 1,014.00	$ 507.00
7	$ 9,477.00	$ 5,265.00	$ 4,212.00	$ 3,159.00	$ 2,632.50	$ 2,106.00	$ 1,579.50	$ 1,053.00	$ 526.50
8	$ 9,828.00	$ 5,460.00	$ 4,368.00	$ 3,276.00	$ 2,730.00	$ 2,184.00	$ 1,638.00	$ 1,092.00	$ 546.00
9	$ 10,179.00	$ 5,655.00	$ 4,524.00	$ 3,393.00	$ 2,827.50	$ 2,262.00	$ 1,696.50	$ 1,131.00	$ 565.50
10	$ 10,530.00	$ 5,850.00	$ 4,680.00	$ 3,510.00	$ 2,925.00	$ 2,340.00	$ 1,755.00	$ 1,170.00	$ 585.00
	0.009	0.005	0.004	0.003	0.0025	0.002	0.0015	0.001	0.0005

Hemingford Public Schools
Board of Education
Policy Manual

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

Adopted January 15, 2024

Revisions Updated January 11, 2025

Introduction

This policy manual contains the policies of the Board of Education of the Hemingford Public Schools. Policy development is a dynamic, ongoing process. New problems, issues, and needs give rise to the continuing need to develop new policies or to revise existing ones.

How To Use This Policy Manual

The school district operates according to policies established by its school board. The board develops policies after careful deliberation, and the school administration implements them through specific regulations and procedures. The board reviews and evaluates its policies and makes revisions as necessary.

The manual is organized according to a numeric codification system. There are ten major classifications bearing a numeric Section Code.

100 DISTRICT ORGANIZATION AND BASIC COMMITMENTS
200 SCHOOL BOARD
300 ADMINISTRATION
400 PERSONNEL
500 STUDENTS
600 INSTRUCTION
700 BUSINESS OPERATION
800 SUPPORT SERVICES
900 BUILDINGS AND SITES
1000 COMMUNITY AND EDUCATION AGENCY RELATIONS

Subclassifications under each numeric Section are based on a logical sequence and coded by the subclassification numeric code.

How To Find A Policy

There are two ways to find a policy. The first is to review the ten sections and determine which section the policy may be in. You can review the table of contents to determine whether the policy is included. If the policy is included, you can navigate to the policy by finding the correct code number in the upper right hand corner of the policy or by clicking the linked policy name in the table of contents.

The second way to use the search command on your computer to search for a specific term. For example, by searching the file for “graduation” you can find and navigate to any policies that include the term “graduation” to review any policies that include information related to graduation.

How To Read The Signs And Symbols

A variety of signs and symbols are used in concert with the numeric codification system. These are explained below:

No symbol indicates this is an actual policy adopted directly by the board for the governance of the district. Policies appear on blue paper.

R This symbol following a policy code number indicates the statement is an administrative regulation rather than a board policy.

E This symbol following a policy code number indicates the statement is an exhibit rather than a board policy. These statements appear on white paper.

Legal This sign indicates the legal references. They tell the user where to find the statutes, case law, attorney general opinions, or administrative rules that give authority to a policy.

Cross Many policies in the manual relate to other policies in the Reference manual. Cross references are provided to assist the user in finding all of the related policies.

Inquires about the policies included in this manual may be directed to the board members or the superintendent by telephone at (308)487-3328, by electronic communication, by contacting the school business office to arrange an in-person meeting, or by writing the school district at Hemingford Public Schools, 913 Niobrara Avenue, Hemingford, NE 69348.

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Section 100 - District Organization and Basic Commitments

100.1 - TERMINOLOGY USED IN THIS MANUAL

Throughout this manual, when actions, duties or responsibilities are ascribed to the "superintendent" or the "principal," it shall be understood that those actions, duties or responsibilities are ascribed to the "superintendent or his/her designee" or to the "principal or his/her designee."

Throughout this manual, when actions, rights or responsibilities are ascribed to the "parent" of a student, it shall be understood that those actions, rights or responsibilities are ascribed to the "parent(s)/guardian(s)" of a student.

Approved:
Reviewed: 1-15-2024
Revised:

101.00 - LEGAL STATUS OF THE SCHOOL DISTRICT

Nebraska law authorizes the creation of public schools known as Common Schools System. As part of this Common Schools System, this school district is a school corporation created and organized under Nebraska law. This school district shall be known as District #10, of Box Butte County, in the State of Nebraska. It will be known commonly as the Hemingford Public School. The district shall operate as a Class III school as defined by the laws of the state.

The affairs of the district shall be conducted by elected officials, six in number, and be known as the Hemingford Public School District Board of Education. This school corporation has local control over school matters in the territory of the school district, as outlined by the applicable state statutes.

Legal Reference:	Neb. Constitution, Art. VII, Sect. 1, 2 Neb. Statute 79-405 79-501 et seq. Languis v. Deboer, 181 Neb 36 (1966)
Cross Reference:	201.01 Board Powers and Responsibilities

Approved:
Reviewed: 1-15-2024
Revised:

102.00 - EDUCATIONAL PHILOSOPHY OF THE SCHOOL DISTRICT

As a school corporation of Nebraska, the Hemingford School District, acting through its School Board, is dedicated to promoting an equal opportunity for a quality public education to its students within the limitations of the school district's ability and willingness to furnish financial support to provide for students in cooperation with their parents and the school district community, the opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance to and encourages critical thinking in the students for a lifetime.

The board endeavors through the dedication of the school district's resources, to encourage students, who come to the school district from a variety of backgrounds, to look forward to the time when they will have jobs, homes, families, places in the school district community, and attain recognition as individuals. In order to achieve this goal, the board will seek qualified employees dedicated to development of their professional skills for the betterment of the education program and for the expertise for educational productivity.

Instruction and curriculum are the key elements of a public education. Critical thinking and problem-solving skills that will assist the students' preparation for life shall be instructed as part of a sequentially coordinated curriculum. The school district strives to prepare students for employment, to discover and nurture creative talent and to prepare them to meet and cope with social change in an atmosphere conducive to learning.

The support and involvement of the home and the school district community are essential to achieve educational excellence in the school district. The school district strives to maintain an active relationship with the home and the school district community to create within the students an awareness of dignity and worth of the individual, civic responsibility and respect for authority.

Legal Reference:	Neb. Statute 79-526	
	79-701	
	NDE Rule 10.012.01A	
Cross Reference	103	Equal Educational Opportunity
	104	Educational and Operational Planning
	205	School Board Policy Process
	601	Goals and Objectives of Instructional Plan
	603	Curriculum Development

Approved:
Reviewed: 1-15-2024
Revised:

102.01 - MISSION STATEMENT, OBJECTIVES AND BELIEFS

Mission Statement

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

District Objectives

1. To develop each child to his/her full capacity.
2. To build an appreciation and an understanding of our democratic ideals and the functioning of democratic government.
3. To develop an understanding of and respect for all people with emphasis on their rights and responsibilities.
4. To develop ethical character with respect for moral and spiritual values.
5. To develop mastery of the basic skills which are needed for intelligent participation in the modern world.
6. To develop mental, social, and physical health.
7. To develop an understanding of world problems.
8. To encourage the child to think clearly, evaluate independently and work cooperatively with others.
9. To develop initiative in the worthy use of leisure time.

Beliefs

We believe That All Children

1. Look to us; parents, community and school for their personal foundation.
2. Are unique individuals and valuable resources deserving the opportunity to learn all they can.
3. Are worthy individuals deserving of respect, recognition and compassion.
4. Are entitled to a positive vision and the support of school, parents and community to obtain the best possible education.
5. Should be provided an education to help them develop to their fullest potential to prepare them for a changing world.
6. Are important and unique and if nurtured with love, they will learn and succeed.
7. Deserve a productive learning environment with quality facilities, facilitators and activities.
8. Have the ability to learn.

Approved:
Reviewed: 1-15-2024
Revised: 3-11-2024

103.00 - EQUAL EDUCATIONAL OPPORTUNITY

The board requires all persons, agencies, vendors, contractors and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules, and regulations pertaining to contract compliance and equal opportunity.

The district does not discriminate based on race (including skin color, hair texture, and protective hairstyles), color, religion, national origin, age, sex, disability, or marital status, sexual orientation or gender identity in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated as Compliance Coordinator to handle inquiries regarding the nondiscrimination policies:

Name and/or Title: Dr. Travis Miller, Superintendent
Address: 911 Niobrara, Hemingford, NE 69348
Telephone No.: 308-487-3328

The board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment. Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct, or other expressive behavior directed at an individual or group that intentionally demeans the race, color, national origin, sex, disability, age, or marital status of the individual or individuals or creates an intimidating, hostile or demeaning environment for education.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, during an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Legal Reference:
Neb. Statute 79-2,114-2,124
20 U.S.C. §§ 1221 et seq.
20 U.S.C. §§ 1681 et seq.
20 U.S.C. §§ 1701 -1721
29 U.S. C. § 794
42 U.S.C. §§ 12101 et seq.
28 C.F.R. Pt. 35.1
34 C.F.R. Pt. 100
34 C.F.R. Pt. 104

34 C.F.R. Pt. 106

Cross Reference

102 Educational Philosophy of the District
402.01 Equal Employment Opportunity
404.06 Harassment by Employees
501 Objectives for Equal Educational Opportunities for Students
504.18 Harassment by Students

Approved:
Reviewed: 1-15-2024
Revised:

104.00 - EDUCATIONAL AND OPERATIONAL PLANNING

At least every 5 years the board shall conduct an in-depth needs assessment, soliciting information from business and community members, regarding their expectations for adequate student preparation. One purpose of this assessment is to assist the board in developing and evaluating a statement of philosophy for the school district. The second purpose of this assessment is to determine the areas of student performance, knowledge, and attitudes and the areas of school district operations that are judged to be most crucial in meeting school or school district goals. As part of its assessment, the board shall develop a process for communicating with business and the community regarding their expectations for adequate student preparation. The statement of philosophy shall describe the board's beliefs about topics which shall include the nature of learning, the purpose of the school district, the scope of educational experiences that the school district should provide, the nature of its learners and a description of a desirable learning atmosphere.

In conjunction with the in-depth needs assessment of the school district, the board shall authorize the appointment of a committee representing administrators, employees, parents, students and community members, to make recommendations and assist the board in determining the priorities of the school district in addition to the basic skills areas of the education program.

It shall be the responsibility of the superintendent to ensure the school district community is informed of the board's policies, programs and goals and has an opportunity to express their thoughts and suggestions for the operation of the school district. The superintendent shall report annually to the board about the means used to keep the community informed. All references to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

As a result of the board and committee's work, the board shall determine major educational needs and rank them in priority order; develop long-range goals and plans to meet the needs; establish and implement short-range and intermediate-range plans to meet the goals and to attain the desired levels of student performance; evaluate progress toward meeting the goals and maintain a record of progress under the plan that includes reports of student performance and results of school improvement projects; and annually report the school district's progress made under the plan to the committee, community and Nebraska Department of Education.

Legal Reference: Neb. Statute 79-526
79-701, 702
79-729
79-1301
NDE Rule 10-004.01A1
10-004.02A1
10-004.07

Cross Reference	102	Educational Philosophy of the District
	201.01	Board Powers and Responsibilities
	203.06	Board Committees
	301.03	Succession of Authority to the Superintendent
	604.01	Basic Instruction Program
	902.01	Buildings and Sites Long Range Planning

Approved:
Reviewed: 1-15-2024
Revised:

104.01 - ANNUAL SCHOOL CENSUS

The board will direct the superintendent to establish a permanent, continuing census of school children residing in the district. A list of the names of district taxpayers and all children from birth through twenty years shall be maintained at the superintendent's office. The census shall be taken with office personnel and be completed each summer after June 1st.

Legal Reference: Neb. Statute 79-524
79-578

Cross Reference: 607.01 Class Size - Class Grouping
1002 District Annual Report

Approved:
Reviewed: 1-15-2024
Revised:

Section 200 - School Board

201 - Legal Status of the School Board

201.01 - POWERS AND RESPONSIBILITIES OF THE BOARD

The board of the Hemingford School District, acting on behalf of the school district, shall have jurisdiction over school matters within the territory of the school district.

The board is empowered to make policy for its own governance, for employees, for students and for school district facilities. The board is also empowered to enforce its policies. The board may, through its quasi-judicial power, conduct hearings and rule on issues and disputes confronting the school district.

The board has these powers and all other powers expressly granted to it in federal and state law as well as the powers that can be reasonably implied from the express powers.

The board is authorized to govern the school district which it oversees. As the governing board of the school district, the board has three duties to perform: legislative duty, executive duty, and evaluative duty.

As a representative of the citizens of the school district, the board is responsible for legislating policy for the school district. As a policy making body, the board has jurisdiction to enact policy with the force and effect of law for the management and operation of the school district.

It is the responsibility of the board, under the board's executive duty, to select its chief executive officer, the superintendent, to operate the school district on the board's behalf. All references to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy. The board delegates to the superintendent its authority to carry out board policy, to formulate and carry out rules and regulations and to handle the administrative details in a manner which supports and is consistent with board policy. The board may enter into certain contracts as permitted by law for periods not to exceed four years.

The board has a responsibility to review the education program's performance under its evaluative duty. The board regularly reviews the education program and associated support services. The review includes a careful study and examination of the facts, conditions and circumstances surrounding the amount of funds received or expended and the education program's ability to achieve the board's educational philosophy for the school district.

Legal Reference:	Neb. Statute 79-261 to 263 79-501 to 524 79-734 NDE Rule 10.004.01
Cross Reference	102 Educational Philosophy of the District 104 Educational and Operational Planning 205 School Board Policy Process 301.03 Succession of Authority to the Superintendent 601 Goals and Objectives of Instructional Plan

Approved:
Reviewed: 2/12/2024
Revised:

201.01R1 - GUIDELINES FOR BOARD AND SUPERINTENDENT OPERATIONS

Limits of Authority of the Board

AUTHORITY LIMITS:
All actions of the board shall be taken only in official board meetings called, scheduled and conducted according to the bylaws of the Board of Education and the laws of the State of Nebraska.

Individual members of the board should avoid making decisions as an individual or group outside legal board meetings that will commit the board or district to a particular course of action. Requests for board action presented to board members outside of regular board meetings should be accepted without comment or commitment by the board member. A board member may direct the complainant to take up the issue with the proper school official if they have not already done so. Those making the requests should be directed to address the Board of Education as a whole at a regular board meeting. Only after an issue or problem has been presented to the entire Board of Education, and all sides to such issue or problem have been presented, and the logic involved has been considered by all members, will board members make individual commitments.

It shall be the policy of all board members to inform employees to consult with their immediate supervisor for instructions. No board member will give instructions or indicate what he or she thinks the superintendent's instructions should be on any specific issue or problem. Employees who approach board members with grievances will be instructed to consult with their immediate supervisor, and, if necessary, arrangements will be made for employees to meet with the entire board to air their grievances. Employees must make those arrangements with the superintendent of schools through the district's grievance policy.

An exception to this policy is in order whenever the board in an official meeting has expressly appointed a particular board member, or committee of board members, with specific authority to act on behalf of the board. The primary responsibility of the Board of Education is a legislative one under which it provides a framework for the operation and maintenance of the school system and delegates the administrative authority to carry out these policies to the superintendent and staff.

Superintendent's Memo of Understanding

1. Board Meetings
    - 1.1. In the materials submitted to board members prior to a board meeting, the Superintendent shall present all relevant information (including both the information that supports his recommendations and that which does not.)
    - 1.2. With regard to any action items on the agenda, the Superintendent shall inform the Board of the viable options or alternatives, if any, which may exist.

1.3. Neither the Superintendent nor any of the board members shall engage in any of the following tactics at board meetings:

1.4. Disclosing “surprise” information that could have been shared with others prior to the meeting

1.5. Asking “surprise” questions designed to “catch someone off-guard” or embarrass them rather than to seek clarification or additional information

1.6. Bringing up “surprise” items (other than emergency items) for discussion when such items are not on the agenda

1.7. A list of all bills will be available to board members prior to the meeting. The board members may review those bills and call or conference with the Superintendent with any questions they may have prior to arriving for the board meeting.

2. Complaints

2.1. The complaints are brought to board members, the board members will listen to the complaint, but will direct the complainant to the appropriate level in the chain of authority in the school system. The board member will not offer or agree to become an advocate for the complainant or commit to taking any action on the complaint.

2.2. If the complainant has exhausted his/her administrative remedies (including having presented his/her complaint to the Superintendent), the board member shall direct the complainant to reduce his/her complaint to writing and submit it to the president of the Board. The president of the board shall provide a copy of the written complaint to the Superintendent and review it with him/her. After conferencing with Superintendent, the president shall decide whether or not the complaint is a matter that warrants board consideration. If so, he/she shall place the matter on an upcoming board agenda. If not, he/she shall so notify the complainant.

2.3. Notwithstanding any provisions above to the contrary, any complaints involving allegations of personal or professional misconduct on the part of the Superintendent shall be directed to the president of the Board.

3. Hiring Practices

3.1. The Superintendent shall be responsible for the recruiting, screening, and interviewing processes for all employment vacancies in the district. He/she shall recommend candidates for employment in the District. The board of education shall decide whether or not to accept the recommendation.

3.2. If the board of education does not accept the recommendation of the Superintendent, the Superintendent shall submit a different recommendation at a subsequent meeting of the board.

3.3. No member of the board shall lobby the superintendent to recommend a relative, friend, acquaintance, or any other candidate for any position of employment with the District. It shall not be considered a violation of this Paragraph if a candidate lists a board member as a reference in his/her application for employment.

4. Employee Job Performance Reviews (Evaluations)
   - 4.1. The Superintendent and his/her designee(s) shall be responsible for conducting job performance review (evaluations) for all employees in the District (except the Superintendent). The board of education shall be responsible for the job performance review of the Superintendent.
   - 4.2. No individual board member shall request to examine any employee's job performance reviews or request an administrator to discuss an employee's evaluation with them. The board as a whole, however, may, in closed session and with a majority of the members voting in favor of such, examine the job performance reviews of employees.
   - 4.3. Not withstanding the provisions of the preceding paragraph, if the Superintendent and/or his/her designee(s) are considering non-renewal, dismissal, or disciplinary action against an employee and the employee has a statutory or contractual right to have the Superintendent's decision or recommendation reviewed by the board, members of the board shall not request to examine such employees job performance reviews until such matters have been concluded and the time for an appeal to the board has expired.
   - 4.4. The board shall have a legitimate educational purpose for examining job performance reviews. In no event will the board examine job performance reviews simply out of curiosity or for personal reasons.
   - 4.5. No board member shall disclose, discuss, or in any way communicate the contents of any job performance review with anyone other than another board member or the Superintendent.

5. Purchases
   - 5.1. The Superintendent shall have the responsibility of operating the school system within the overall limits of the approved budget.
   - 5.2. Once the budget is approved, the Superintendent shall have the authority and discretion to approve all purchases of goods, materials, and services which he/she believes are necessary or desirable for the operation of the school district.
   - 5.3. Notwithstanding the provisions of the preceding paragraph, the Superintendent shall present the following purchases for prior board approval:
   - 5.4. The purchase of a new textbook series in any curriculum area. Prior approval shall not be required for the routine replacement of damaged or lost textbooks nor the purchase of necessary additional copies of a current textbook series.
   - 5.5. The purchase or lease of new vehicles.
   - 5.6. The purchase of any item or expenditure that exceeds $5,000 unless that expenditure was contemplated and discussed during the budget development process. If time is of the essence, the purchase may be made but reported at the next meeting. This exemption would only apply to replacement of existing equipment. Purchases of new or additional equipment are not exempt from this requirement.

6. School "Visits"
   6.1. In order to avoid creating channels of communication around the Superintendent and, thus, reducing his/her effectiveness as the leader of the school system, board members will visit schools and seek direct communication with employees only under a systematic plan mutually agreed to by and between the Board and the Superintendent.
   6.2. The preceding provision shall not apply to activities open to the public or visits where the board member is acting solely in his/her role as a parent of a student.

7. Micro-Management
   7.1. No member of the Board (nor the Board as a whole) shall become involved in micromanagement of District operations.
   7.2. “Micro-management” shall mean becoming actively involved in matters that are not policy-related in nature or that are not specifically required of the board by law.
   7.3. The primary responsibility of the Board shall be to formulate and adopt policies. The primary responsibility of the Superintendent shall be to implement and enforce such policies and to administer the day-to-day operations of the District.
   7.4. No individual board member will give directions or orders to the Superintendent or any other employees of the District.
   7.5. Board members shall not call (or have someone else call) the Superintendent out of conferences or meetings except for emergency situations (unless requested to do so by the Superintendent.)

8. Board Policies
   8.1. The Superintendent shall assist the Board with reviewing and revising its policies on a regular basis.
   8.2. When situations arise which are not covered by Board policy, the Superintendent shall have the authority to take whatever action he/she believes to be best under the circumstances.

Approved:
Reviewed: 2/12/2024
Revised:

201.02 - BOARD MEMBERSHIP - ELECTIONS AND APPOINTMENTS

The annual school election takes place on the first Tuesday after the first Monday in November in even numbered years. The terms shall be staggered so that three board members are elected at each general election. The newly elected members shall be seated on the board in January following the election in November. School District #10 is divided into three wards for the selection of candidates for the election. If more than two candidates file for election in one ward, the number of candidates will be reduced to two through the primary election. The election in November will be at large with all voters within District #10 voting for one member from each ward. All elections will follow the election statutes of the State of Nebraska.

The Wards are as follows:

Ward A: All of the district west of a north-south line along the section lines running north and south of a point one mile west of the center of the Village of Hemingford, AKA, Box Butte Avenue, Hemingford, NE.

Ward B: All of the district outside the Village of Hemingford corporate limits not included in Ward A.

Ward C: All of the district within the corporate limits of the Village of Hemingford. Incumbents must file for election at the office of the County Clerk, Box Butte County, by February 15 prior to the date of the primary election. All other candidates must file for election by March 1 prior to the date of the primary election.

If a vacancy occurs on the board it may be filled within 45 days by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If a majority of the offices of the school board members are vacant, the Secretary of State will call a special school district election to fill the vacancies. Every candidate for a special district election shall file a candidate filing form according to state statutes.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-501 et seq.

Approved:
Reviewed: 2-12-2024
Revised: 7-15-2024

201.03 - QUALIFICATIONS

Serving on the school board is an honor and privilege. Its rewards are respect from the community, students, and employees and the satisfaction from knowing each board member contributed to the success of the children in the school district community. Only those who are willing to put forth the effort to care and to make a difference should consider running for a position on the board.

Individuals who are willing to serve on the board should believe public education is important, support the democratic process, willingly devote time and energy to board work, respect educators and have the ability to examine the facts and make a decision. The board believes an individual considering a position on the school board should possess these characteristics.

Persons wanting to run for a position on the board must be a resident of the school district, an eligible elector of the district and free from a financial conflict of interest with the position. No member of a school board may be engaged in a contract to teach by the school district on which board he or she serves.

Legal Reference:	Neb. Statute 79-543, 544
Cross Reference:	201.01 Board Powers and Responsibilities 201.06 Vacancies 202.01 Board Member Conflict of Interest

Approved:
Reviewed: 2/12/2024
Revised:

201.04 - OATH OF OFFICE

Board members are public officials, and as such they may wish to pledge to uphold the Nebraska and the United States Constitution and carry out the responsibilities of the office to the best of the board member's ability.

Each school board member before entering upon their respective duties may be given the following oath of office at the first meeting attended as an elected member. The superintendent shall administer this oath of office.

> "I, …(name)…, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of the Hemingford School District #10 Board of Education according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God."

Legal Reference:	Neb. Statute 11-101 Frans v. Young, Nebraska (1890)
Cross Reference:	101 Legal Status of the School District 201.01 Board Powers and Responsibilities 201.02 Board Membership - Elections/Appointment 202.01 Board Member Code of Ethics

Approved:
Reviewed: 2/12/2024
Revised:

201.05 - TERM OF OFFICE

Board members nominated by primary election and elected by general election will serve for four years. Board members appointed to fill a vacant position will serve for the remainder of the unexpired term.

Being a board member is a unique opportunity for a citizen to participate on a governing board of the school district. Eligible board members are encouraged to consider running for more than one term.

Legal Reference: Neb. Statute 32-543, 570

Cross Reference: 201.02 Board Membership - Elections/Appointment

Approved:
Reviewed: 2/12/2024
Revised:

201.06 - VACANCIES

A vacancy occurs when a board member resigns, forfeits or otherwise leaves the office. A vacancy also includes, but is not limited to, the following: failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified, failure to reside in the school district or a continuous absence from the district of more that 60 days, absence from more than 2 consecutive regular board meetings unless excused by a majority of the remaining members of the board, death of the incumbent, a court order declaring the seat vacant, conviction of a felony, or any public offense in violation of the oath of office.

The resignation of a member or any other reason for a vacancy shall be made a part of the minutes of the school board. The board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term in writing to the election commissioner or county clerk, and by a notice published in a newspaper of general circulation in the school district.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-560 et seq.
32-1308
84-1410(1)(d)

Cross Reference: 201.02 Board Membership - Elections/Appointment
201.03 Qualifications

Approved:
Reviewed: 2/12/2024
Revised:

201.07 - BOARD MEMBER LIABILITY

Board members shall not be held personally liable for actions taken in the performance of their duties and responsibilities vested in them by the laws of Nebraska and the members of the school district community. In carrying out the duties and responsibilities of their office, board members shall act in good faith.

The school district shall defend, save harmless and indemnify board members against tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their official duties, unless it constitutes a willful or wanton act or omission. However, the school district shall not save harmless or indemnify board members for punitive damages.

Legal Reference: Neb. Statute 79-516

Cross Reference: 805.01 Insurance

Approved:
Reviewed: 2/12/2024
Revised:

201.08 - STUDENT BOARD REPRESENTATIVE

I. PURPOSE

This policy aims to define the selection and term of office and the rights and responsibilities of the student board representative on the Board of Education.

II. SELECTION AND TERM OF OFFICE

Student representation to the Board of Education is open to all academically eligible students in grades 9-12.

The term of office will be one semester. The first semester will start in September and end in December. The second semester will start in January and end in April.

For the program's initial year, applications will be due by August 26th. The Committee on American Civics will then review applications. Based on a review of applicants, the Committee may select students for interview. The committee will then make a nomination to the Board of Education for appointment by the full board at the September meeting of the Board. If no student applications are received by the deadline, then the Board of Education will work with the High School Principal to appoint a student representative for each semester.

In subsequent years, students must complete the application in full by April 15th to be considered for the next school year. The Committee on American Civics will then review applications. Based on a review of applicants, the Committee may select students for interview. The committee will then make a nomination to the Board of Education of one student board representative for the first semester to be sworn in at the September Board of Education meeting and one student representative for the second semester to be sworn in at the January Board of Education meeting. If no student applications are received by the deadline, then the Board of Education will work with the High School Principal to appoint a student representative for each semester.

The student board representative serves at the discretion of the Board of Education. The Board of Education may remove a student board representative for failure to fulfill his or her duties, for failure to maintain academic standards, or for behaviors that the Board determines unacceptable as a student board representative.

III. RIGHTS AND RESPONSIBILITIES

The student board representative will work to represent the opinions of all students and not solely their own personal interests.

The student board representative will dress and act appropriately while serving on the Board of Education in a manner consistent with the Board Member Code of Ethics, and follow all the rules, policies, and regulations that the Board of Education follows.

The student board representative will attend and sit on all regular meetings of the Board of Education during their semester term and can be appointed to Board committees at the discretion of the Board of Education President.

Following the student board representative's selection, they will attend an orientation session with the Superintendent and the Board of Education President. This session will be held before the student board representative's first Board of Education meeting.

The student board representative will not have the right to make or second motions or vote on agenda items before the Board. The input of the student board representative during discussions will be the primary way the student's perspectives will contribute to the work of the Board.

The student board representative will not be permitted to participate in Board of Education meetings from which the general public is excluded to include: executive/closed sessions, negotiations sessions, or personnel portions of the regular meetings of the Board of Education.

The student board representative will receive all regular meeting agendas, minutes, and other pertinent information, excluding any confidential materials.

The student board representative will communicate with fellow students to obtain input and keep students informed on pertinent issues before the Board of Education in a manner approved by the High School Principal.

The student board representative will submit a monthly report to the Board of Education regarding student activities and other pertinent student information.

The student board representative will be required to develop an initiative for the betterment of the school district to be approved by the High School Principal before being presented to the Board of Education for consideration.

The student board representative will submit a written summary of their experience on the Board of Education after their semester term.

Adopted: 8/16/2022
Reviewed: 2/12/2024
Revised:

202 - School Board Member Conduct

202.01 - BOARD MEMBER CODE OF ETHICS

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

AS A SCHOOL BOARD MEMBER:

1. I will listen.
2. I will respect the opinion of others.
3. I will recognize the integrity of my predecessors and associates and the merit of their work.
4. I will be motivated only by an earnest desire to serve my school district and the children of my school district community in the best possible way.
5. I will not use the school district or any part of the school district program for my own personal advantage or for the advantage of my friends or supporters.
6. I will vote for a closed session of the board if the situation requires it, but I will consider "secret" sessions of board members unethical.
7. I will recognize that to promise in advance of a meeting how I will vote on any proposition which is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting.
8. I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
9. I will recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law.
10. I will make no disparaging remarks, in or out of the board meeting, about other members of the board or their opinions.
11. I will express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the children and the education program.
12. I will insist that the members of the board participate fully in board action and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity.
13. I will abide by majority decisions of the board.
14. I will carefully consider petitions, resolutions and complaints and will act in the best interests of the school district.
15. I will not discuss the confidential business of the board in my home, on the street or in my office; the place for such discussion is the board meeting.

16. I will endeavor to keep informed on local, state and national educational developments of significance so I may become a better board member.

IN MEETING MY RESPONSIBILITY TO MY SCHOOL DISTRICT COMMUNITY:

1. I will consider myself a trustee of public education and will do my best to protect it, conserve it, and advance it, giving to the children of my school district community the educational facilities that are as complete and adequate as it is possible to provide.
2. I will consider it an important responsibility of the board to interpret the aims, methods and attitudes of the school district to the community.
3. I will earnestly try to interpret the needs and attitudes of the school district community and do my best to translate them into the education program of the school district.
4. I will attempt to procure adequate financial support for the school district.
5. I will represent the entire school district rather than individual electors, patrons or groups.
6. I will not regard the school district facilities as my own private property but as the property of the people.

IN MY RELATIONSHIP WITH THE SUPERINTENDENT AND EMPLOYEES:

1. I will function, in meeting the legal responsibility that is mine, as part of a legislative, policy-forming body, not as an administrative officer.
2. I will recognize that it is my responsibility, together with that of my fellow board members, to see the school district is properly run and not to run them myself.
3. I will expect the school district to be administered by the best-trained technical and professional people it is possible to procure within the financial resources of the school district.
4. I will recognize the superintendent as executive officer of the board.
5. I will work through the administrative employees of the board, not over or around them.
6. I will expect the superintendent to keep the board adequately informed through oral and written reports.
7. I will vote to hire employees only after the recommendation of the superintendent has been received.
8. I will insist that contracts be equally binding on teachers and board.
9. I will give the superintendent power commensurate with the superintendent's responsibility and will not in any way interfere with, or seek to undermine, the superintendent's authority.
10. I will give the superintendent friendly counsel and advice.
11. I will present any personal criticism of employees to the superintendent.
12. I will refer complaints to the proper administrative officer.

TO COOPERATE WITH OTHER SCHOOL BOARDS:

1. I will not employ a superintendent, principal or teacher who is already under contract with another school district without first securing assurance from the proper authority that the person can be released from contract.
2. I will consider it unethical to pursue any procedure calculated to embarrass a neighboring board or its representatives.
3. I will not recommend an employee for a position in another school district unless I would employ the individual under similar circumstances.
4. I will answer all inquiries about the standing and ability of an employee to the best of my knowledge and judgment, with complete frankness.
5. I will associate myself with board members of other school districts for the purpose of discussing school district issues and cooperating in the improvement of the education program.

Legal Reference: Neb. Statute 79-526

Cross Reference: 201.01 Board Powers and Responsibilities
202.02 Board Member Conflict of Interest

Adopted:
Reviewed: 1/9/2023, 1/15/2024, 2/12/2024
Revised:

202.02 - BOARD MEMBER CONFLICT OF INTEREST

It shall be the responsibility of each board member to be aware of an actual or potential conflict of interest. It shall also be the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

No voting board member may have an interest in any contract to which the district, or anyone for its benefit, is party. The prohibition applies when the board member or the board member's immediate family is a partner, director, officer, or is a stockholder of closed corporation stock worth one thousand dollars or more at fair market value or which represents more than a five per cent equity interest, or is a stockholder of publicly traded stock worth ten thousand dollars or more at fair market value or which represents more than ten percent equity interest. An individual who occupies a confidential professional relationship protected by law is exempt from this policy. This policy does not apply to publicly traded stock under a trading account.

The above prohibition does not apply if the voting board member:

1. Supplies a written statement describing the matter up for decision and the nature of the conflict to the Nebraska Accountability and Disclosure Commission, the Superintendent and to the board secretary. The secretary shall enter the statement onto the public records of the district.

2. The board member must take such action as the Commission advises to remove himself or herself from influence over the decision.

3. Does not vote on the matter of granting the contract, except if the number of members of the board declaring an interest in the contract would prevent the board, with all members present, from securing a quorum on the issue, then all members may vote on the matter and this action will be reported to the commission; and

4. Does not act for the district to inspect, supervise or determine the performance of contracts under which he or she has an interest.

A board member who is an employee of a business involved in a contract with the district and who has no ownership interest or will receive no direct fee or commission shall not be deemed to have an interest within the meaning of this policy. The receiving of deposits, cashing of checks and buying and selling of warrants and bonds of indebtedness of any school district by a financial institution will not be considered an interest in the contract under this policy.

If a board member's immediate family member is an employee of the school district, the member may vote on all issues of the contract which are generally applicable to all employees

or all employees within a classification and do not single out his or her family member for special action.

Any contract entered into with an interested board member shall be subject to applicable competitive bidding requirements and shall be fair and reasonable to the school district.

A voting board member or district employee may employ, recommend the employment of, or supervise the employment of an immediate family member if he or she does not abuse his or her official position and makes a full disclosure of the relationship to the board and a written disclosure of the relationship to the board secretary. No board member or administrator shall employ an immediate family member without first having made a reasonable solicitation and consideration of applications for such employment. The family member must be qualified for, able to perform, and required to perform the duties of the position. The family member must not be paid an unreasonably high salary. No existing employee may be terminated for the purpose of making a position available to such a family member.

Any newly elected or appointed board member or administrator shall make a full disclosure of any immediate family member employed in a position subject to this policy as soon as reasonably possible after the date of taking office.

No board member or district employee shall use their position or any confidential information received through their position to obtain financial gain, other than compensation provided by law, for himself or herself, an immediate family member, or a business with which the individual is associated. No board member shall use or authorize the use of personnel, property, resources or funds under his or her official care 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.

The superintendent shall keep a record for the district for every contract entered into by the district in which a board member has an interest. This information shall be kept for five years from the date of the board member's last day in office and will include the following:

1. Names of contracting parties;

2. The nature of the interest of the board member in question;

3. The date that the contract was approved by the district;

4. The amount of the contract; and

5. Basic terms of the contract.

The record kept by the superintendent shall be available for public inspection during the normal working hours of the superintendent's office.

All board members and district employees are responsible for obeying all final rulings or appeals of the Accountability and Disclosure Commission. If a case is contested before the Commission by the district, the superintendent shall ensure that the district is represented at the hearing. If a case is contested by a board member, that member shall be responsible for his/her own representation and shall be responsible for any Commission fines or penalties.

An open account established by the district with a business in which a board member has an interest, shall be deemed a contract subject to the provisions of this policy. The superintendent shall maintain a running account of all amounts purchased in open accounts.

Contracts involving one hundred dollars or less in which a board member may have an interest are excluded from the provisions of this policy.

Legal Reference:	Nebraska Statute 49-1493 to 49-14,103.07
Cross Reference:	201 Legal Status of the School Board 202.01 Board Member Code of Ethics 206.04 Board Member Compensation and Expenses 402.04 Nepotism

Adopted:
Reviewed: 2/12/2024
Revised:

202.02E1 - CONFLICT OF INTEREST STATEMENTS

Potential Conflict of Interest Statements may be filed with the recording secretary of the board of education on a form provided by the Nebraska Accountability and Disclosure Commission.

Adopted:
Reviewed: 2/12/2024
Revised:

203.02E2 - EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS

Employment of Immediate Family Members Disclosure Statements may be filed with the recording secretary of the board of education on a form provided by the Nebraska Accountability and Disclosure Commission.

Adopted:
Reviewed: 2/12/2024
Revised:

202.02E3 - CONTRACTUAL INTEREST STATEMENT

Contractual Interest Statements may be filed with the recording secretary of the board of education on a form provided by the Nebraska Accountability and Disclosure Commission.

Adopted:
Reviewed: 2/12/2024
Revised:

202.03 - BOARD SELF-EVALUATION

The primary purpose for board self-evaluation is for the improvement of school board leadership. In evaluating the board's functions and roles, the board may focus attention to the following:

1. Evaluation shall be conducted annually at a scheduled time and place;

2. The evaluation should be a composite of the individual board members' opinions;

3. The evaluation should include a constructive discussion of strengths and weaknesses; and

4. The board should be free to comment on any area related to its function of governing the district.

The board and superintendent will cooperatively develop an evaluation plan that annually evaluates the various aspects of the board's functions, duties, and roles. The evaluation will include the following items:

1. The evaluation instrument shall define and describe the standards against which the board evaluates its performance.

2. The evaluation shall include the establishment of objectives and strategies for improving board performance.

3. The evaluation shall analyze progress toward existing board goals and examine the need to establish new or revised goals.

Legal Reference: Neb. Statute 79-526

Cross Reference:
102 Educational Philosophy of the District
104 Educational and Operational Planning
201.01 Board Powers and Responsibilities
702.02 Budget Planning, Preparation and Schedules
902.01 Buildings and Sites Long Range Planning
1001 Principles and Objectives for Community Relations

Approved:
Reviewed: 2/12/2024
Revised:

203 - Organization of the School Board

203.01 - BOARD ORGANIZATIONAL MEETING

An annual organizational board meeting shall be held at which all newly elected board members will assume their duties and take the oath of office. At the annual meeting, the board shall appoint all necessary board officers and committees for a term of one year or until the election of their successors.

The superintendent shall assume chairmanship of the meeting for the purpose of electing a board president. Ballots for officers may be cast in secret but the total vote for each candidate shall be recorded by the secretary.

The board shall also appoint the superintendent or another qualified employee as the district's Non-discrimination Compliance Coordinator for the year to meet federal Equal Employment Opportunity requirements.

The board shall pass a resolution for re-adoption of all existing policies, regulations, and handbooks for the governance of the district.

Legal Reference:	Neb. Statute	79-724
		84-712
		84-1413
Cross Reference:	201.01 Board Powers and Responsibilities	
	201.02 Board Membership - Elections/Appointment	

Approved:
Reviewed: 2/12/2024
Revised:

203.02 - PRESIDENT

It shall be the responsibility of the board president to lead a well-organized board in an efficient and effective manner. The board president shall set the tone of the board meetings and, as the representative of the consensus of the board, speak on behalf of the board to the public.

The president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one-year term of office.

The president, in addition to presiding at the board meetings, shall take an active role in board decisions by discussing and voting on each motion before the board in the same manner as other board members. The president shall have the authority to make or second a motion in the same manner as other board members.

The board president has the authority to call special meetings of the board. Prior to board meetings, the board president shall consult with the superintendent on the development of the agenda for the meeting.

The board president, as the chief officer of the school district, shall sign certificated staff employment contracts and sign other contracts and school district warrants approved by the board and appear on behalf, or cause a designee to appear on behalf, of the school corporation in causes of action involving the school district.

It is the responsibility of the president to appoint all committees whose appointment is not otherwise determined.

Legal Reference: Neb. Statute 79-564
79-566 to 574

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 2-12-2024
Revised: 7-15-2024

203.03 - VICE PRESIDENT

If the board president is unable or unwilling to carry out the duties required, it shall be the responsibility of the vice president of the board to carry out the duties of the president. If the president is unable or unwilling to complete the term of office, the vice president shall serve as president for the balance of the president's term of office, and a new vice president shall be elected.

The vice president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one-year term of office.

The vice president shall accept control of the meeting from the president when the president wishes to make or second a motion. The vice president shall take an active role in board decisions by discussing and voting on matters before the board in the same manner as other board members.

Legal Reference: Neb. Statute 79-564
79-569 et seq.
79-593

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 2/12/2024
Revised:

203.04 - SECRETARY

A secretary shall be elected annually by the board.

It shall be the responsibility of the board secretary, as custodian of school district records, to preserve and maintain the records and documents pertaining to the business of the board; to keep complete minutes of special and regular board meetings; to cause the meeting minutes and a list of all approved claims to be published; to keep a record of the results of regular and special elections; to keep an accurate account of school funds; to sign warrants drawn on the school funds after board approval; and to complete and maintain the annual school census. The board clerk may assist the secretary in the completion of his/her duties.

Legal Reference:	Neb. Statute 79-528 79-564 79-576 to 580
Cross Reference:	104.01 Annual School Census 201.01 Board Powers and Responsibilities 204.11 Meeting Minutes

Approved:
Reviewed: 2/12/2024
Revised:

203.05 - TREASURER

It shall be the responsibility of the board to annually appoint a board clerk/treasurer.

It shall be the responsibility of the treasurer to receive the funds collected for the district by the county treasurer, to pay out the funds for expenses approved by the board, to maintain accurate accounting records for each fund, to manage district's investments for the maximum benefit to the district, to report monthly and annually the status of all district funds and investments, and to file required reports with the appropriate state agencies and other entities.

The treasurer will work with the secretary to coordinate the recording, preserving and reporting of financial records, reports, cash flow needs and district investments.

If the treasurer is unable or unwilling to carry out the duties required, it shall be the responsibility of the superintendent or other person designated by board policy to carry out the duties of the treasurer.

The treasurer shall do one of the following within ten days after election to the position:
Give bond in an amount set by the board of not less than $500 and not more than double the amount of money to come into his/her hands as treasurer at any one time.
Give evidence of an equal amount of insurance coverage by the district.

The cost of the bond or insurance coverage will be paid by the school district.

Legal Reference:	Neb. Statute 79-586 to 590
Cross Reference:	201.01 Board Powers and Responsibilities 700 Business Operation

Approved:
Reviewed: 2/12/2024
Revised:

203.06 - BOARD COMMITTEES

Committees will be appointed by the president of the board. These committees are created for specific tasks of seeking information or investigation and will report back to the board for its consideration and action. Committee action is advisory only. Each committee will have a chairperson appointed by the president. In addition to appointing the three members to the Committee on American Civics at the annual board organizational meeting in January for one year, the board may wish to appoint additional committees on topics such as

A. American Civics/Curriculum
B. Negotiations/Finance
C. Transportation
D. Building/Grounds

The Committee on American Civics shall:

1. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
2. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
3. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted by the Nebraska Department of Education and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
4. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
5. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
6. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted by the Nebraska Department of Education;
7. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
    a. naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
    b. Attendance or participation between the beginning of eighth grade and completion of twelfth grade in a meeting of a public body which is a subdivision of the state and not a subcommittee of that body, followed by the completion of a

project or paper in which each student demonstrates or discusses the personal learning experience of such student related to that attendance or participation; or

c. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by either George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, or Thanksgiving Day or on a topic related to such person or persons or event; and

8. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

Legal Reference: Neb. Statute 79-724

Cross Reference: 201.01 Board Powers and Responsibilities
604.11 Citizenship

Approved:
Reviewed: 2/12/2024
Revised:

203.07 - ADVISORY BOARD COMMITTEES

Whenever the board considers it necessary, the board may appoint a committee composed of patrons, students, staff, administrators and board members.

An advisory committee is formed by board resolution which shall outline the duties and purpose of the committee. The committee is advisory in nature and has no duty or responsibility other that that specifically stated in the board resolution. The committee shall automatically dissolve upon the delivery of its final recommendation to the board or upon completion of the duties outlined in the board resolution. The board will receive the report of the committee for consideration. The board retains the authority to make a final decision on the issue. The committee will conduct its meetings as open meetings and a record of committee members present will be kept.

The method for selection of committee members shall be stated in the board resolution. When possible, and when the necessary expertise required allows, the committee members will be representative of the school district community and shall consider the various viewpoints on the issue. The board may designate a specific board member and administrator to serve on an advisory committee. The committee will select its own chairperson, unless the board designates otherwise.

Legal Reference:	Neb. Statute 84-1408 to 1414
Cross Reference:	104 Educational and Operational Planning 204.05 Open Meetings 204.06 Closed Sessions 1001 Principles and Objectives for Community Relations

Approved:
Reviewed: 2/12/2024
Revised:

203.08 - SCHOOL BOARD LEGAL COUNSEL

It shall be the responsibility of the board to employ legal counsel to assist the board and the administration in carrying out their duties with respect to the numerous legal issues confronting the school district. The board may appoint legal counsel on an annual basis.

The superintendent and board president shall have the authority to contact the board's legal counsel on behalf of the board when the superintendent or board president believe it is necessary for the management of the school district. The board's legal counsel may attend regular or special school board meetings upon the request of the board or the superintendent. Other board members may contact legal counsel upon approval of a majority of the board. It shall be the responsibility of each board member to pay the legal fees, if any, of an attorney the board member consulted regarding matters of the school district unless the board has authorized the board member to consult an attorney on the matter in accordance with this policy.

It shall be the responsibility of the superintendent to keep the board informed of matters for which legal counsel was consulted, particularly if the legal services will involve unusual expense for the school district.

In legal matters between the board and the superintendent, the school attorney shall be disqualified from acting in behalf of either party.

Legal Reference: Neb. Statute 79-513

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 2/12/2024
Revised:

204 - School Board Meetings

204.01 - REGULAR BOARD MEETINGS

The regular meeting shall be held on the Monday on or after the 10th day of each month, except unless circumstances beyond the board's control require the meeting to be set on another date - but at no time later than the third Monday of the month. The board shall set the meeting for the next month at the preceding board meeting.

Regular meetings in the months of November, December, January, February, and March shall start at 5:00 p.m., and in the months of April, May, June, July, August, September, and October shall start at 7:00 p.m. unless other circumstances require a different starting time. The public notice shall include meeting date, time and location of the meeting.

All meetings of the board shall be held at the location designated in the notice of said meeting. If circumstances dictate meeting in a different location than designated in the notice, it shall be the responsibility of the superintendent to take the appropriate steps to inform board members and the public. Meetings of the board may be held outside the school district boundaries when deemed necessary by the board.

The board shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

All actions taken by the board shall occur in open session by a roll call vote of the board with a record of the voting kept for the minutes. The voting requirements may be met by using an electronic voting device which allows the vote of each board member to be readily seen by the public.

Legal Reference: Neb. Statute 79-554
79-560
79-561
84-1412

Cross Reference: 203.01 Board Organizational Meeting

Approved:
Reviewed: 2-12-2024
Revised: 3-11-2024

204.02 - SPECIAL BOARD MEETINGS

Special meetings may be called by the superintendent, the president of the board or any two board members. Should a special meeting be called, public notice shall be given and the meeting shall be conducted in accordance with the open meetings laws.

If the special meeting called is an emergency meeting and the board cannot give public notice in its usual manner, the board shall give public notice of the meeting as soon as practical and possible in light of the situation. The reason for the emergency meeting and why notice in its usual manner could not be given shall be stated in the minutes. Minutes of the emergency meeting must be made available to the public by no later than the end of the next regular business day.

Only the purpose or issue for which the emergency meeting was called may be discussed and decided in the emergency meeting. The board shall strictly adhere to the agenda for the emergency meeting and action on other issues shall be reserved for the next regular or special board meeting.

Legal Reference: Neb. Statute 79-554
79-555
84-712
84-1408 to 1414

Approved:
Reviewed: 3-11-2024
Revised:

204.03 - PUBLIC HEARINGS

Public notice of a public hearing shall be in the same manner as for a board meeting and shall be given at least two days before the hearing is to be held.

At public hearings, citizens of the district who register to speak will be allowed to speak only on the issue for which the public hearing is being held. Speakers are asked to keep their remarks as brief as possible. Prior to the beginning of the hearing, speakers and spectators will be apprised of the rules of order to be followed regarding time limitations, questions, remarks and rebuttals. In no event will a speaker be allowed to take the time of another speaker.

The board shall conduct public hearings in an orderly fashion. At the beginning of the hearing statements, background materials and public hearing rules and procedures will be presented by the board president or administrators. The board president will recognize the speakers. A board member may ask questions of the speakers after receiving permission from the board president. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the board or the proceedings shall be asked to leave.

Legal Reference: Neb. Statute 84-1408 et seq.

Cross Reference: 702.03 Budget Adoption Process
1005.03 Parental Involvement in the Schools

Approved:
Reviewed: 3-11-2024
Revised:

204.04 - WORK SESSIONS AND RETREATS

The board may, as needed or desired, schedule work sessions and retreats in order to provide its members and the administration with the opportunity to conduct planning, research, and thoughtful discussion without taking immediate action. The board has the authority to hire an outside facilitator to assist them in these work sessions.

Topics for discussion and study will be announced publicly, and work sessions and retreats will be conducted in open session. However, no board action will take place at the work session.

Legal Reference: Neb. Statute 84-1408 to 1414

Approved:
Reviewed: 3-11-2024
Revised:

204.05 - OPEN MEETINGS

The conduct of board meetings is governed by the open meetings laws.

A gathering of a majority of board members for the purposes of briefing, discussion of board business, formation of policy or taking formal action is a board meeting. Meetings of the board shall be conducted in a meeting open to the public unless the board is temporarily convened in a closed session.

Chance or social gatherings, attendance at or travel to conventions or workshops or other occasions when there is no discussion of or action on any matter within the board's supervision, control, jurisdiction, or advisory power will not constitute a meeting.

Legal Reference: Neb. Statute 84-1408 to 1410

Approved:
Reviewed: 3-11-2024
Revised:

204.06 - CLOSED SESSIONS

A closed, or executive, session will take place as part of an open meeting of the board. The item for discussion in the closed session shall be listed as part of the tentative agenda on the public notice. The motion for a closed session, including its subject matter and the reason necessitating the closed session, shall be made and seconded during the open meeting, and approved by a majority of the voting members. The minutes shall state the entire motion for the closed session, the roll call vote to enter closed session, and the time the closed session began and ended. Following approval of the motion to close, the presiding officer shall restate on the record the limitation of the subject matter of the closed session immediately prior to the closed session.

The board shall restrict its considerations to only those matters set forth in the minutes as the reason for the closed session. A closed session may be held (1) if it is clearly necessary for the protection of the public interest or (2) for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. Specific reasons for the board entering into a closed session from an open meeting include, but are not limited to, the following:

Strategy sessions with respect to collective bargaining, real estate purchases, or litigation;

Discussion regarding the use of security personnel or devices;

Investigative proceedings regarding allegations of criminal misconduct;

Evaluations of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if that person has not requested a public meeting.

No formal action may be taken until the board has reconvened in open session.

Any board member may challenge the continuation of a closed session if he or she believes the session has exceeded the reason stated in the motion to hold the closed session. A majority vote of the board is required in order to overrule the challenge. The challenge and its disposition shall be recorded in the meeting minutes.

Legal Reference: Neb. Statute 84-1410

Approved:
Reviewed: 3-11-2024
Revised:

204.07 - MEETING NOTICE

Reasonable advance public notice shall be given for meetings and work sessions held by the board in a local newspaper designated and recorded in the board minutes and, if available, on the newspaper's web site. If the newspaper refuses, neglects, or is unable to publish the notice on time, the district shall (1) post the notice on the newspaper's website, if available, and (2) post the notice in conspicuous public places in the district. The Board Secretary shall keep a written record of the postings. Public notice shall indicate the meeting's time, place, and date, and shall include a statement that the agenda shall be readily available for public inspection at the district office. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting and a copy kept readily available for public inspection at the superintendent's office of the district. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.

A copy of the public notice will be provided to those who have filed a request for notice with the superintendent. These requests for notice must be in writing. A copy of the public notice will also be accessible to employees and students.

In the case of special meetings, public notice shall be given in the same manner as for a regular meeting unless it is an emergency meeting. Public notice of emergency meetings shall be given as soon as practical and possible consideration the situation. Reasonable efforts shall be made to notify news media who have requested notification of meetings.

It shall be the responsibility of the superintendent to give public notice of board meetings and work sessions. The superintendent shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Legal Reference: Neb. Statute 84-1408 to 1414
79-554
79-560
79-561

Approved:
Reviewed: 3-11-2024
Revised: 7-15-2024

204.08 - QUORUM

Action by the board regarding the business of the school district may be taken only when a quorum, a majority of the board members, is in attendance at the board meeting.

While board members are encouraged to attend board meetings, a simple majority of the members shall constitute a quorum and are a sufficient number to transact business of the school corporation. The adjournment of a meeting may be executed without a quorum.

An affirmative vote of a majority of the votes cast shall be sufficient to pass a motion or take action unless law or board policy specifically requires a vote of a greater number. It is the responsibility of each board member to attend board meetings.

Legal Reference: Neb. Statute 79-554
79-562

Approved:
Reviewed: 3-11-2024
Revised:

204.09 - RULES OF ORDER

It shall be the responsibility of each board member to follow the rules of order stated in this policy at each meeting, and it shall be the responsibility of the presiding officer to conduct the board meeting within these rules.

The board will use Robert's Rules of Order, Revised latest edition as a general guide and as modified by this policy and subsequent rule.

The purposes of modified rules adopted by the board are:

To establish guidelines by which the business of the governing board can be conducted in a regular and internally consistent manner;

To organize the meetings so all necessary matters can be brought to the board and decisions of the board can be made in an orderly and reasonable manner;

To ensure members of the board, concentrating on the substantive issues at hand, have the necessary information to make decisions, and to ensure adequate discussion of decisions to be made; and,

To ensure meetings and actions of the board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made. The Rules of Order are followed generally to produce efficient productive meetings and are not intended as a technicality for overturning the work of the board.

Legal Reference: Neb. Statute 84-1408 to 1414
79-570, 571

Approved:
Reviewed: 3-11-2024
Revised:

204.10 - AGENDA

The tentative agenda for each board meeting shall state the topics for discussion and action at the board meeting. It shall be kept continuously current and shall be readily available for public inspection at the district office during normal business hours. The agenda shall be accessible on the district's website at least twenty-four hours before the meeting.

The tentative agenda and supporting documents should, if possible, be sent to the board members three days prior to the scheduled board meeting. These documents are the private property of the board member. Persons wishing to view the tentative agenda and supporting documents may do so at the superintendent's office of the district.

The board shall take action only on the items listed on the tentative agenda made available at the time of the public notice. All action items need to be on the agenda, but all agenda items do not need to be action items. Items added to the agenda may be discussed or taken under advisement by the board. If an added item is acted upon, the minutes of the board meeting shall state the reason justifying the immediate action. Only items of an emergency nature may be added to the agenda later than twenty-four hours before the scheduled meeting.

It shall be the responsibility of the board president and superintendent to develop the agenda for each board meeting.

A consent agenda may be presented by the president and used by the board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A board member may ask that any item be removed from the consent agenda. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the board.

Legal Reference: Neb. Statute 84-712
84-1408 to 1414

Cross Reference: 203 Organization of the School Board
403.05 Public Complaints about Employees
503 Student Rights and Responsibilities
1003 Public Examination of District Records

Approved:
Reviewed: 3-11-2024
Revised:

204.11 - MEETING MINUTES

The board shall keep and maintain permanent records of the board including, but not limited to, records of the minutes of board meetings, documentation received or disclosed in open session of the meetings, and other required records of the board.

It shall be the responsibility of the board secretary to keep the minutes of the board meetings. The minutes of each board meeting shall record when and where the meeting notice was published. They shall also include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member, and the schedule of bills allowed shall be attached. In addition, they shall include all required information regarding any closed sessions as stated in policy 204.06. This information shall be available within 10 days of the board meeting or prior to the next convened meeting, if earlier. Minutes shall be accessible on the district's website at such time as they are available and shall remain there for at least six months. Minutes shall be forwarded to the newspaper designated as the official newspaper for publication. The schedule of bills allowed may be published on a once monthly basis in lieu of publication with the minutes. The permanent records of the board minutes may include more detail than is required for the publication of the minutes.

Legal Reference:

Neb. Statute 79-577
79-580
84-712
84-1408 to 1414

Cross Reference: 203 Organization of the School Board
1003 Public Examination of District Records
1004 Press, Radio and Television News Media

Approved:
Reviewed: 3-11-2024
Revised:

204.12 - PUBLIC COMMENT IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters and has created rules to assure citizens are heard, and board meetings are conducted efficiently and in an organized manner. The board shall set time aside for public comment during a public comment portion of each board meeting except closed sessions and those times specified by the board. The orderly process of the board meeting shall not be interfered with or disrupted. Subjects for comment should involve areas within the board's proper responsibility. Hostile conduct and offensive or defamatory comments will not be tolerated.

The board has the discretion to limit the amount of time set aside for public comment. The board president shall specify the total amount of time available for public comment prior to opening the public comment period. If public comment is allowed prior to individual agenda items, that limit on the total comment period should also be defined. Individual comments will be limited to 3 minutes for each participant. The entire public comment period will generally be limited to 30 minutes. The board president will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

The board requires any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the board waives the address requirement to protect the security of the individual.

Individuals who have a complaint about employees or students who have complaints shall follow policies 403.05 and 504.01, respectively. The board will follow policy 1005.01 in handling public complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting, and such information will only be added to the agenda packet at the discretion of the superintendent after consultation with the board president.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.07 Board Member Liability
403.05 Public Complaints about Employees

Approved:
Reviewed: 3-11-2024
Revised: 2-12-2024, 7-15-2024

204.13 - VIRTUAL CONFERENCING DURING AN EMERGENCY

If the District is included at least in part within the jurisdiction of an emergency declared by the Governor under the Emergency Management Act, the District may hold a meeting by virtual conferencing. The District shall give reasonable advance publicized notice including information regarding access for the public and news media. In addition to any formal action taken relating to the emergency, the District may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting.

The secretary shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

The nature of the emergency shall be stated in the minutes. Complete minutes of the meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available

Legal Reference: Neb. Statute 84-1411

Approved:
Reviewed: 3-11-2024
Revised:

205 - School Board Policy Process

205.01 - POLICY DEVELOPMENT

The board has jurisdiction to determine the policies which will govern the operations of the school district with the force and effect of law.

The written policy statements contained in this manual provide guidelines and goals to the citizens, administration, employees and students in the school district community. The policy statements shall be the basis for the formulation of regulations by the administration. The board shall determine the effectiveness of the policy statements by evaluating periodic reports from the administration.

Policy statements may be proposed by a board member, administrator, employee, student or member of the school district community. Proposed policy statements or ideas shall be submitted to the superintendent's office for possible placement on the board agenda. It shall be the responsibility of the superintendent to bring these proposals to the attention of the board.

Legal Reference:	Neb. Statute 79-526
	79-532
	79-539
	NDE Rule 10.004.01A1
Cross Reference:	102 Educational Philosophy of the District
	201.01 Board Powers and Responsibilities

Approved:
Reviewed: 3-11-2024
Revised:

205.02 - POLICY ADOPTION

Each of these policies shall become the official policy of the school district when the board has approved it by a majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to conduct two readings of each proposed policy. An adopted or amended policy shall be effective on the date of the adoption on second reading. However, the board may, in its discretion, waive the requirement for two readings and adopt a policy with a single reading.

Each policy shall bear the date when it was adopted, revised or reviewed.

The superintendent shall maintain an electronic master copy in the central office and that the policies are maintained on the school district's website. The SPARQ Data Meeting site will be the official policies of the district. These policies can be accessed through the district website. The final action taken to adopt the proposed policy or amendment shall be approved by a simple majority vote of the board. The effective date of the policy shall be the later of the adoption date or a date stated in the motion.

Legal Reference: Neb. Statute 79-520 79-526
84-712 et seq. NDE Rule 10.004.01A1

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 3-11-2024
Revised: 2-12-2024

205.03 - POLICY REVIEW AND REVISION

The board will periodically review, update and approve the board's policy manual.

It shall be the responsibility of the superintendent to keep the board informed as to legal changes at both the federal and state levels. The superintendent shall also be responsible for bringing proposed policy statement revisions to the board's attention.

If a policy is revised because of a legal change over which the board has no control or a change which is minor, the policy may be approved at one meeting at the discretion of the board.

Legal Reference:	Neb. Statute 79-526
	79-532
	79-539
	NDE Rule 10.012.01A
Cross Reference:	102 Educational Philosophy of the District
	201.01 Board Powers and Responsibilities

Approved:
Reviewed: 3-11-2024
Revised:

205.04 - POLICY COMMUNICATION

The SPARQ Data Meeting site will be the official policies of the district. The board's policy manual is a public record and shall be open for inspection at the administrative offices of the district.

The superintendent shall maintain an electronic master copy in the central office and that the policies are maintained on the school district's web site. The SPARQ Data Meeting site will be the official policies of the district. These policies can be accessed through the district web site.

Copies of changes in board policy shall also be included in or attached to the minutes of the meetings in which the final action was taken to adopt the new or changed policy.

Legal Reference: Neb. Statute 84-712 et seq.
84-1408 to 1414

Cross Reference: 302.04 Superintendent Duties

Approved:
Reviewed: 3-11-2024
Revised:

205.05 - POLICY SUSPENSION

It shall be within the discretion or amendment of the board to suspend a policy. Policies of the board may be immediately amended or temporarily suspended by a majority vote of board members present at an official meeting of the board if the board determines that an emergency exists. This does not apply to any section of board policies established by law or by contract. Reasons for amendment or suspension of board policy shall be documented in board minutes.

Legal Reference: Nebraska Statute 79-526

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 3-11-2024
Revised:

205.06 - ADMINISTRATION IN THE ABSENCE OF POLICY

When there is no board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately, keeping in mind the educational philosophy and financial condition of the school district.

It shall be the responsibility of the superintendent to document the action taken and to inform the board of the situation. If needed, the superintendent shall draft a proposed policy for the board to consider.

Legal Reference: Nebraska Statute 79-526

Cross Reference: 302.04 Superintendent Duties

Approved:
Reviewed: 3-11-2024
Revised:

205.07 - REVIEW OF ADMINISTRATIVE REGULATIONS

The Superintendent has responsibility for carrying out the policies established by the board.

When necessary, it shall be the responsibility of the Superintendent to develop administrative regulations to implement the board policies. The regulations, including handbooks, will be adopted by the board when specific state or federal laws require the board to do so or when the board or superintendent considers such approval desirable.

The administrative regulations will be available no later that the first regular board meeting after the adoption of the board policy unless the board directs otherwise.

Legal Reference:	Neb. Statute 79-526
Cross Reference:	201.01 Board Powers and Responsibilities 302.04 Superintendent Duties

Approved:
Reviewed: 3-11-2024
Revised:

205.08 - BOARD POLICY AND TEMPORARY WAIVERS OF NDE RULES

The Board understands that due to local, state or national emergency situations, the Nebraska Department of Education may occasionally issue temporary waivers of NDE Rules and Regulations. In the case of contradictions between waivers and existing board policy, all temporary waivers of NDE Rules and Regulations shall also apply to and have priority over respective district policies for the duration of their active status.

Approved:
Reviewed: 3-11-2024
Revised:

206 - Board Member Services

206.01 - NEW BOARD MEMBER ORIENTATION

The board of education and the administrative staff shall assist each new board member to understand the board of education's functions, policies, procedures and operation of the school system. The following methods may be employed.

The incoming member shall be given selected materials including access to the on-line board policy manual, a budget document, latest annual finance reports and other reports that may foster an understanding of the operation of the district.

The incoming board member shall be invited to attend board meetings in November and December prior to taking his/her seat on the board in January.

The incoming member shall be invited to meet with the superintendent and principals to discuss the services they perform for the board.

The incoming member may attend, at district expense, workshops for newly elected members as approved by the board of education.

Cross Reference: 201.02 Board Membership - Elections/Appointment
202 School Board Member Conduct

Approved:
Reviewed: 3-11-2024
Revised:

206.02 - BOARD ASSOCIATION MEMBERSHIP

Participation in board member associations are beneficial to the board. The board shall maintain an active membership in the Nebraska Association of School Boards (NASB) and the Nebraska Rural Community Schools Association (NRCSA) and in organizations the board determines will be of benefit to the board and the school district.

The district shall publicly disclose the following on its website:

a. Membership dues paid annually to any association or organization such as NASB; and
b. Any fees other than membership dues paid to any individual lobbyist or lobbying firm.

Legal Reference: Neb. Statute 79-512

Cross Reference: 206.03 Board Member Development Opportunities

Approved:
Reviewed: 3-11-2024
Revised: 7-15-2024

206.03 - BOARD MEMBER DEVELOPMENT OPPORTUNITIES

The board may participate in conferences sponsored by educational associations and agencies in addition to its own in-service programs and work sessions.

The board shall encourage its members to attend training and development programs with the purpose of improving members' leadership skills, increasing their knowledge of educational issues and better representing the interests of the school district.

Cross Reference: 206.02 Board Association Membership

Approved:
Reviewed: 3-11-2024
Revised:

206.04 - BOARD MEMBER COMPENSATION AND EXPENSES

As an elected public official, the board member is a public servant who serves without compensation. Board members shall be reimbursed for actual and necessary expenses incurred in the performance of their official duties.

Board members who attend informational meetings out of the district will be reimbursed for transportation expenses or furnished a school owned vehicle. In addition, registration fees, lodging when required, and meals not to exceed $25.00 per day when an over night stay is required will be paid for by the school district.

Board members in the performance of their official duties attending all regular, special, or emergency meetings and workshops of the district shall be paid roundtrip mileage from their home to the meeting site. The board member shall be reimbursed annually in the month of January for mileage expense. Mileage rates shall be in accordance with guidelines as established annually by the United States Internal Revenue Service.

Legal Reference:	Neb. Statute 13-2201 et seq. 79-546 81-1174 to 1177
Cross Reference:	202.02 Board Member Conflict of Interest 402.08 Employee Travel Compensation 402.11 Credit Cards

Approved:
Reviewed: 3-11-2024
Revised:

206.05 - PARTICIPATION IN INSURANCE PROGRAM BY BOARD MEMBERS

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Approved:
Reviewed: 3-11-2024
Revised:

Section 300 - Administration

300.01 - ROLE OF ADMINISTRATION

In this series of the board policy manual, the board defines the role and the employment of school district administrators. Policies in the 400 Series, "Employees," also apply to administrators unless a more specific policy exists in the 300 Series, "Administration."

School district administrators have been given a great opportunity and responsibility to manage the school district, to provide educational leadership, and to implement the educational philosophy of the school district. They are responsible for the day-to-day operations of the school district. In carrying out these operations, the administrators are guided by board policies, the law, the needs of the students, and the wishes of the citizens in the school district community.

It shall be the responsibility of the administrators to implement and enforce the policies of the board, to oversee employees, to monitor educational issues confronting the school district, and to inform the board about school district operations.

While the board holds the superintendent ultimately responsible for these duties, the principals are more directly responsible for educational results, for the administration of the school facilities and for the employees.

The board and the administration shall work together to share information and decisions under the management team concept.

Approved:
Reviewed: 4-15-2024
Revised:

301 - Administrative Structure

301.01 - STRUCTURE OF MANAGEMENT

The board and the administrators shall work together in making decisions and setting goals for the school district. This effort is designed to obtain, share, and use information to solve problems, make decisions, and formulate school district policies and regulations.

It shall be the responsibility of each administrator to fully participate in the management of the school district by investigating, analyzing, and expressing their views on issues. Those board members or administrators with special expertise or knowledge of an issue may be called upon to provide information. Each board member and administrator shall support the decisions reached on the issues confronting the school district.

The board shall be responsible for making the final decision in matters pertaining to the school district.

It shall be the responsibility of the superintendent to develop guidelines for cooperative decision-making.

Approved:
Reviewed: 4-15-2024
Revised:

301.02 - MANAGEMENT TEAM

The board considers all those who have a role in the recruitment or release of employees to be part of the management team. The management team shall be headed by the superintendent. The superintendent shall convene meetings to discuss school district policies, administrative procedures and other business brought to the superintendent's attention.

The management team shall meet with the board upon the board's request or superintendent's recommendation to review overall operations of the school district and conditions affecting the management team. The management team shall have no relationship to the formal negotiating unit. In the event a member or members of the management team are unable to resolve a problem, a committee of one board member, one management team member, and the superintendent shall investigate the circumstances and make a recommendation. If the recommendation does not settle the matter, the board and the management team shall meet to resolve the matter. The board may seek the advice of outside management consultants to assist in resolving the matter.

Approved:
Reviewed: 4-15-2024
Revised:

301.03 - SUCCESSION OF AUTHORITY TO THE SUPERINTENDENT

In the absence of the superintendent, it shall be the responsibility of the other administrators to assume the superintendent's duties. The succession of authority to the superintendent shall be in this order:

Administration Team—SPED Director, Elementary Principal, High School Principal
The school counselor(s)
The activity director

If the absence of the superintendent is temporary, the successor shall assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the absence of the superintendent will be a lengthy one, the board shall appoint an acting superintendent to assume the responsibilities of the superintendent. The successor shall assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

All references to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

Cross Reference: 302 Superintendent

Approved:
Reviewed: 4-15-2024
Revised:

301.04 - COMMUNICATION CHANNELS

Questions and problems shall be resolved at the lowest organizational level nearest to the complaint. School employees shall be responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community shall confer with a certificated employee and then with the principal on questions and concerns. Policies referenced at the end of this page shall serve as guidelines for additional resolution of conflicts.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within 5 school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within 5 school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. The action of the board will be final.

It shall first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Legal Reference: Nebraska Statute 79-254 et seq.

Cross Reference:
204.12 Public Participation in Board Meetings
402.05 Employee Grievances
504.01 Student Due Process Rights
506.06 Student Publications
1005.01 Public Complaints

Approved:
Reviewed: 4-15-2024
Revised:

302 - Superintendent

302.01 - SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board shall employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board shall consider applicants that meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board shall consider the qualifications, credentials and records of the applicants without regard to race, color, religion, sex, national origin, age, or disability. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board shall also consider the school district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

The board may contract for assistance in the search for a superintendent.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).

Cross Reference: 201.01 Board Powers and Responsibilities
301 Administrative Structure

Approved:
Reviewed: 4-15-2024
Revised:

302.02 - SUPERINTENDENT CONTRACT AND CONTRACT NONRENEWAL

It shall be the responsibility of the board to provide the contract for the position of superintendent. The length of the contract for employment between the superintendent and the board shall be determined by the board, but shall not exceed three years. The contract will begin on July 1 and end on June 30. The contract shall state the terms of employment.

Before the board approves a proposed contract for superintendent services, or any proposed amendment to an existing contract, the board shall publish a copy of the contract or amendment, and a reasonable estimate and description of all current and future costs to the district if the proposed contract or amendment were to be approved, at least three days before the board meeting at which it will be considered. This publication shall also specify the date, time, and place of this public meeting. Electronic publication on the web site of the district shall satisfy this publication requirement if it is prominently displayed and allows public access to the entire proposed contract or amendment. The board is not required to publish the contract of a newly hired superintendent prior to board approval of the contract.

After the board approves the contract or contract amendments the board shall publish a copy of the contract, and a reasonable estimate and description of all current and future costs to the district that will be incurred as a result of the contract, within two days after the board meeting at which it was approved. Electronic publication on the web site must be prominently displayed as described above.

After approval of the contract or contract amendments, the board shall file a copy of the contract or amendments with the State Department of Education on or before August 1.

The superintendent serves the board as a probationary certificated employee, regardless of length of service. The superintendent's contract shall be deemed renewed and will remain in full force unless it is amended or not renewed. The superintendent and board may mutually agree to terminate the superintendent's contract at any time.

In the event of nonrenewal, termination or amendment of a contract, the board shall afford the superintendent notice of its intent on or before the seventh day after the regular December board meeting. Unless continued by mutual written agreement according to statutory procedures, the board shall take final action on the contract by May 15.

If the superintendent wishes to resign, to be released from a contract, or to retire, the superintendent must comply with board policies dealing with retirement, release or resignation.

Legal Reference: Neb. Statute 79-822 et seq.

Approved:
Reviewed: 4-15-2024
Revised: 2-12-2024

302.03 - SUPERINTENDENT SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the superintendent. It shall be the responsibility of the board to set the salary and benefits of the superintendent at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the superintendent. The salary shall be set at the beginning of each contract term as well as each successive year.

In addition to the salary and benefits, the superintendent's actual and necessary expenses shall be paid by the school district when the superintendent is performing work-related duties. It shall be within the discretion of the board to pay dues to professional organizations for the superintendent. The information and professional relationships offered by these organizations are an important component in assisting the superintendent with the successful completion of his or her duties.

The board also sees the importance of regional and national educational advancement and exposure, and shall/may pay all; reasonable transportation, lodging, meal, and conference expenses for the superintendent to attend a national convention or educational workshop offering at least every three years, to be placed on a rotational schedule with the principals in the district, upon board approval.

The board may approve the payment of dues and other benefits or compensation over and above the superintendent's contract. Approval of dues and other benefits or compensation shall be included in the records of the board in accordance with board policy.

Cross Reference: 302 Superintendent

Approved:
Reviewed: 4-15-2024
Revised:

302.04 - SUPERINTENDENT DUTIES

The board employs a superintendent of schools to serve as the chief executive officer of the board. The board delegates to the superintendent the authority to implement board policy and to execute decisions made by the board concerning the internal operations of the school district, unless specifically stated otherwise.

The superintendent shall be responsible for the implementation and execution of board policy and the observance of board policy by employees and students. The superintendent shall be responsible for overall supervision and discipline of employees and the education program.

In executing the above-stated duties, the superintendent shall consider the financial situation of the school district as well as the needs of the students. Specifically the superintendent:

- Interprets and implements all board policies and all state and federal laws relevant to education;
- Supervises, either directly or through delegation, all activities of the school system according to, and consistent with, the policies of the board;
- Represents the board as a liaison between the school district and the community;
- Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the school district and the community;
- Attends and participates in all meetings of the board, except when the superintendent's employment or salary is under consideration when the superintendent has been excused, and makes recommendations affecting the school district;
- Reports to the board on such matters as deemed material to the understanding and proper management of the school district or as the board may request;
- Assumes responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submits it to the board for review and approval;
- Establishes and maintains efficient procedures and effective controls for all expenditures of school district funds in accordance with the adopted budget, subject to the direction and approval of the board;
- Files, or causes to be filed, all reports required by law;
- Makes recommendations to the board for the selection of employees for the school district;
- Makes and records assignments and transfers of all employees pursuant to their qualifications;
- Employs such employees as may be necessary, within the limits of budgetary provisions and subject to the board's approval;
- Recommends to the board, for final action, the promotion, salary change, demotion, or dismissal of any employee;
- Prescribes rules for the classification and advancement of students, and for the transfer of students from one building to another in accordance with board policies;

- Summons employees of the school district to attend such regular and occasional meetings as are necessary to carry out the education program of the school district;
- Supervises methods of teaching, supervision, and administration in effect in the schools;
- Attends such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts responsibility for the general efficiency of the school system, for the development of the employees, and for the educational growth and welfare of the students;
- Defines educational needs and formulates policies and plans for recommendation to the board;
- Makes administrative decisions necessary for the proper functioning of the school district;
- Responsible for scheduling the use of buildings and grounds by all groups and/or organizations;
- Acts as the purchasing agent for the board, and establishes procedures for the purchase of books, materials and supplies;
- Approves vacation schedules for employees;
- Conducts periodic district administration meetings;
- Supervises the establishment or modification of the boundaries of school attendance and transportation areas subject to approval of the board;
- Directs studies of buildings and sites, taking into consideration population trends and the educational and cultural needs of the district in order to ensure timely decisions by the board and the electorate regarding construction and renovation projects; and,
- Performs other duties as may be assigned by the board.

This list of duties shall not act to limit the board's authority and responsibility over the superintendent. In executing these duties and others the board may delegate, the superintendent shall consider the school district's financial condition as well as the needs of the students in the school district.

Cross Reference:	205	School Board Policy Process
	301	Administrative Structure

Approved:
Reviewed: 4-15-2024
Revised:

302.05 - SUPERINTENDENT EVALUATION

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. At a minimum, the board will formally evaluate the superintendent twice in the first year and annually thereafter. The goal of the superintendent's formal evaluation is to ensure the education program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent.

The formal evaluation will be based upon the following principles:
The evaluation criteria shall be in writing, clearly stated and mutually agreed upon by the board and the superintendent. The criteria will be related to the job description and the school district's goals;
At a minimum, the evaluation process will be conducted annually at a time agreed upon;
Each board member shall have an opportunity to individually evaluate the superintendent, and these individual evaluations will be compiled into an overall evaluation by the entire board;
The board as a whole may discuss its evaluation with the superintendent in open or closed session as appropriate if there will be criticism of the superintendent but if going into closed session shall follow the requirements of policy 204.06 Closed Sessions;
The individual evaluation by each board member, if individual board members so desire, will not be reviewed by the superintendent. Board members are encouraged to communicate their criticisms and concerns to the superintendent in the closed session; and
The board will complete the evaluation process by reaching consensus on goals or priorities for the superintendent for the next period of evaluation.

Any thorough evaluation of the Superintendent will likely have both positive and negative comments interspersed throughout the discussion. If the board enters into closed session it must clearly be to prevent needless harm to the reputation of an individual or for the protection of the public interest. Policy 204.06 Closed Sessions should be followed in all respects when going into or coming out of closed session.

The board president will develop a written summary of the individual evaluations, including both the strengths and the weaknesses of the superintendent, and place it in the superintendent's personnel file to be incorporated into the next cycle of evaluations.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence. The written evaluation should be completed between the December and February board meetings each year.
Legal Reference: Neb. Statute 79-828
Cross Reference: 204.06 Closed Sessions

Approved:
Reviewed: 4-15-2024

Revised:

302.06 - SUPERINTENDENT PROFESSIONAL DEVELOPMENT

The board encourages the superintendent to continue professional growth by being involved in professional organizations, attending conferences, continuing education, and participating in other professional activities.

It shall be the responsibility of the superintendent to arrange the superintendent's schedule in order to enable attendance at various conferences and events. If a conference or event requires the superintendent to be absent from the office for more than four days, requires overnight travel, or involves unusual expense, the superintendent shall bring it to the attention of the board president prior to attending the event.

The superintendent shall report to the board after an event.

Cross Reference: 303.07 Administrator Professional Development
402.08 Employee Travel Compensation

Approved:
Reviewed: 4-15-2024
Revised:

302.07 - SUPERINTENDENT CIVIC ACTIVITIES

The board encourages the superintendent to be involved in the school district community by belonging to school district community organizations and attending and participating in school district community activities.

It shall be the responsibility of the superintendent to become involved in school district community activities and events. The board may include a lump sum amount as part of the superintendent's compensation to be used specifically for paying the annual fees of the superintendent for school district community activities and events if, in the board's judgment, the superintendent's participation will further the public purpose of promoting and deriving support for the school district and public education in general.

Cross Reference: 302.03 Superintendent Salary and Other Compensation
303.08 Administrator Civic Activities

Approved:
Reviewed: 4-15-2024
Revised:

302.08 - SUPERINTENDENT CONSULTING/OUTSIDE EMPLOYMENT

The superintendent's position is considered full-time employment. The board expects the superintendent to give the responsibilities of the position precedence over other employment. The superintendent may accept consulting or outside employment for pay as long as, in the judgment of the board, the work is conducted on the superintendent's personal time and it does not interfere with the performance of the superintendent's duties.

The board reserves the right, however, to request that the superintendent cease the outside employment as a condition of continued employment. The board shall give the superintendent thirty days notice to cease outside employment.

Nothing in this policy shall contradict the language of the superintendent contract in force.

Cross Reference: 302.02 Superintendent Contract and Contract Nonrenewal
302.04 Superintendent Duties

Approved:
Reviewed: 4-15-2024
Revised:

303 - Administrative Employees

303.01 - ADMINISTRATIVE POSITIONS

The school district shall have, in addition to the superintendent, the following administrative positions, although a change in conditions such as enrollment may necessitate further changes:

Elementary Principal
Secondary Principal
Director of Instructional Services (this can be combined with another assignment)

These administrators shall work closely with the superintendent in the day-to-day operations of the school district.

It shall be the responsibility of these administrators to uphold board policy, to instill a positive, cooperative environment with employees, and to share their expertise with each other and the board under the management team concept.

Cross Reference: 301 Administrative Structure

Approved:
Reviewed: 4-15-2024
Revised:

303.02 - ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board shall employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district.

The board shall consider applicants who meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the position. In employing an administrator, the board shall consider the qualifications, credentials and records of the applicants without regard to race, color, religion, sex, national origin, age, or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the board shall also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for filling an administrative position, based on the requirements stated in this policy. The board shall act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators.

Approved:
Reviewed: 4-15-2024
Revised:

303.03 - ADMINISTRATOR CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between an administrator and the board shall be determined by the board and stated in the contract, but shall not exceed three years. The contract shall also state the terms of the employment.

The first three years of a contract issued to a newly employed administrator shall be considered a probationary period. In the event of termination of a probationary or nonprobationary contract, the board shall follow applicable state statutes.

Administrators whose contracts will be recommended for termination, amendment or nonrenewal by the board will receive notice prior to April 15. The superintendent shall make a recommendation to the board for the termination of the administrator's contract.

It shall be the responsibility of the superintendent to create a contract for each administrative position.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with board personnel policies regarding the areas of resignation, release or retirement.

Legal Reference: Neb. Statute 79-831

Approved:
Reviewed: 4-15-2024
Revised:

303.04 - ADMINISTRATOR SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the administrators. It shall be the responsibility of the board to set the salary and benefits of the administrators at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the administrators. Comparisons may be used from other districts with similar size and concerns. Other conference schools as well as those in the district's array will also be considered. Consideration of the salary will take place annually.

In addition to the salary and benefits agreed upon, the administrator's actual and necessary expenses shall be paid by the school district when the administrator is performing work-related duties. The board shall approve the payment of other benefits or compensation over and above the administrator's contract. Approval of other benefits or items of an administrator's compensation shall be included in the records of the board in accordance with board policy.

Approved:
Reviewed: 4-15-2024
Revised:

303.05 - ADMINISTRATOR DUTIES

Administrators shall be hired by the board to assist the superintendent in the day-to-day operations of the school district.

Each attendance center shall have a building principal responsible for the administration and operation of the attendance center. Each building principal, as chief administrator of the assigned attendance center, shall be responsible for the building and grounds, for the students and employees assigned to the attendance center, for school activities at the attendance center, for the education program offered in the attendance center, and the budget for the attendance center. The principal shall be considered the professional advisor to the superintendent in matters pertaining to the attendance center supervised by the principal. Although the principals serve under the direction of the superintendent, duties of the principal may include, but not be limited to the following:

- Cooperate in the general organization and plan of procedure in the school under the superintendent's supervision;
- Supervision of the teachers in the principal's attendance center;
- Maintain the necessary records for carrying out delegated duties;
- Work with the superintendent in rating, recommending and selecting supervised employees whenever possible;
- Work with the superintendent in determining the education program to be offered and in arranging the schedules. As much of the schedule as possible should be made before school closes for summer vacation. In the matter of courses offered, the final approval rests with the superintendent who is in turn responsible to the board;
- Ensure that proper care is taken of all school books, supplies, materials, equipment, furniture and facilities;
- Instruct teachers to make a complete annual inventory of all school property contained in their individual rooms. This inventory shall be reviewed and filed with the board secretary;
- Investigate excessive cases of absence or tardiness of students and notify the parents or guardians of unexcused absence or tardiness. All such cases should be reported to the superintendent;
- Make such reports from time to time as the superintendent may require;
- Maintain the regular schedule of school hours established by the board and make no temporary changes in the schedule without the consent of the superintendent;
- Promptly notify the superintendent whenever ventilation, sanitation or heating of the building is unsatisfactory;
- Contribute to the formation and implementation of general policies and procedures of the school;
- Perform such other duties as may be assigned by the superintendent of schools.

This list of duties shall not act to limit the board's authority and responsibility over the position of the administrators. In executing these duties and others the board may delegate, the administrators shall consider the school district's financial condition as well as the needs of the students in the school district.

Cross Reference: 301 Administrative Structure

Approved:
Reviewed: 4-15-2024
Revised:

303.06 - ADMINISTRATOR EVALUATION

The superintendent shall conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. At a minimum, all administrators will be evaluated annually, and twice during the first year. Administrators who are new or probationary certificated employees shall be evaluated at least once each semester. The goal of the formal evaluation process is to ensure that the educational program for the students is carried out, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, determine areas in need of improvement, clarify the immediate priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation shall include written criteria related to the job description. The superintendent, after receiving input from the administrators, shall present the formal evaluation instrument to the board for approval.

The formal evaluation shall also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation shall be completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

It shall be the responsibility of the superintendent to conduct a formal evaluation of all administrators prior to March 15.

This policy supports and does not preclude the ongoing informal evaluation of the administrator's skills, abilities and competence.

Legal Reference: Neb. Statute 79-828
NDE Rule 10-007.06

Approved:
Reviewed: 4-15-2024
Revised:

303.07 - ADMINISTRATOR PROFESSIONAL DEVELOPMENT

The board encourages the administrators to continue their professional growth by becoming involved in professional organizations, attending conferences, continuing their education, and participating in other professional activities.

It shall be the responsibility of the administrators to arrange their schedules in order to attend various conferences and events in which they are involved. Prior to attendance at an event, the administrator must receive approval from the superintendent. In the case where overnight travel or unusual expense is involved, the superintendent shall bring it to the attention of the board prior to the administrator attending the event.

Attendance at a regional or national conference or workshop will also be provided for each administrator every three years, at district expense, with a rotating schedule of attendance followed, including the superintendent.

The administrator shall report to the superintendent after an event.

Cross Reference: 302.06 Superintendent Professional Development
402.08 Employee Travel Compensation

Approved:
Reviewed: 4-15-2024
Revised:

303.08 - ADMINISTRATOR CIVIC ACTIVITIES

The board encourages the administrators to be involved in the school district community by belonging to community organizations, and by attending and participating in school district community activities.

It shall be the responsibility of the administrators to become involved in school district community activities and events. The board may include a lump sum amount as part of the administrator's compensation to be used specifically for paying the annual fees of the administrator for school district community activities and events if, in the board's judgment, the administrator's participation will further the public purpose of promoting and deriving support for the school district and public education in general. It shall be within the discretion of the board to pay annual fees for professional organizations and activities.

Cross Reference: 303.07 Superintendent Civic Activities

Approved:
Reviewed: 4-15-2024
Revised:

303.09 - ADMINISTRATOR CONSULTING/OUTSIDE EMPLOYMENT

An administrative position is considered full-time employment. The board expects administrators to give the responsibilities of their positions in the school district precedence over other employment. An administrator may accept consulting or outside employment for pay as long as, in the judgment of the board and the superintendent, the work is conducted on the administrator's personal time and it does not interfere with the performance of the administrative duties contracted by the board.

The board reserves the right, however, to request the administrator cease the outside employment as a condition of continued employment. The board shall give the administrator thirty days notice to cease outside employment.

Approved:
Reviewed: 4-15-2024
Revised:

304 - Policy Implementation

304.01 - DEVELOPMENT AND ENFORCEMENT OF ADMINISTRATIVE REGULATIONS

Administrative regulations may be necessary to implement board policy. It shall be the responsibility of the superintendent to develop administrative regulations.

In developing the administrative regulations, the superintendent may consult with administrators or others likely to be affected by the regulations. Once the regulations are developed, employees, students and other members of the school district community shall be informed in a manner determined by the superintendent.

The board shall be kept informed of the administrative regulations utilized and their revisions. The board may review and recommend change of administrative regulations prior to their use in the school district if they are contrary to the intent of board policy.

It shall be the responsibility of the superintendent to enforce administrative regulations.

Cross Reference: 205 School board Policy Process

Approved:
Reviewed: 4-15-2024
Revised:

304.02 - MONITORING OF ADMINISTRATIVE REGULATIONS

The administrative regulations shall be monitored and revised when necessary. It is the responsibility of the superintendent to monitor and revise the administrative regulations.

The superintendent may rely on the board, administrators, employees, students, and other members of the school district community to inform the superintendent about the effect of and possible changes in the administrative regulations.

Cross Reference: 205 School Board Policy Process

Approved:
Reviewed: 4-15-2024
Revised:

304.03 - HANDBOOKS AND DIRECTIVES

In order that the necessary board policies, regulations, school rules and procedures may be known by all staff members, patrons, students and parents affected, district administrators and principals are granted authority to issue staff and student/parent handbooks.

It is essential that the contents of all handbooks conform with district policies and regulations. It is also important that all handbooks bearing the name of the district or one of its schools be of a quality that reflects favorably on the district. The board, therefore, expects all handbooks to be adopted by the board and/or superintendent or designee before publication. They will be considered and adopted each year prior to classes beginning, usually at the August Board Meeting.

The board will review and approve district personnel handbooks in order that the contents may be accorded the legal status of board-approved policy and regulation. The superintendent will use his/her judgment as to whether other specific handbooks need board approval. However, all handbooks published are to be made available to the board for informational purposes.

Approved:
Reviewed: 4-15-2024
Revised:

305.00 - ADMINISTRATOR CODE OF ETHICS

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators shall conduct themselves professionally and in a manner fitting to their position.

In keeping with the spirit of the American Association of School Administrators standards, each administrator shall follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, shall be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Upholds the honor and dignity of the profession in actions and relations with students, colleagues, board members and the public;
- Obeys local, state and national laws; holds to high ethical and moral standards; and gives loyalty to this country and to the cause of democracy and liberty;
- Accepts the responsibility to master and contribute to the growing body of specialized knowledge, concepts, and skills which characterize school administration as a profession;
- Strives to provide the finest possible educational experiences and opportunities to the members of the school district community;
- Seeks to preserve and enhance the prestige and status of the profession when applying for a position or entering into contractual agreements;
- Carries out in good faith the policies duly adopted by the local board and the regulations of state authorities and renders professional service;
- Disallows consideration of private gain or personal economic interest to affect the discharge of professional responsibilities;
- Recognizes public schools are the public's business and seeks to keep the public informed about their schools; and,
- Supports and practices the management team concept.

Cross Reference: 405 Employee Conduct and Appearance

Approved:
Reviewed: 4-15-2024
Revised:

Section 400 - Personnel

401.00 - GOALS AND OBJECTIVES OF PERSONNEL POLICIES

Through its personnel policies, the board wishes to establish conditions that will attract and hold the highest qualified personnel for all positions who will devote themselves to the education and welfare of the students. Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected, may voice their opinions. To keep its personnel policies, and the corresponding administrative regulations, in the highest state of effectiveness to achieve the above purposes, the superintendent is directed to establish the procedures needed.

All employees of the school district are subject to the policies of the Board of Education, applicable laws, and current employee agreements.

Approved:
Reviewed: 5-13-2024
Revised:

402 - Employees and Internal Relations

402.01 - EQUAL OPPORTUNITY EMPLOYMENT

The Hemingford School District #10 shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The board shall appoint an employee to serve as non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race, color, religion, national or ethnic origin, sex, disability, age, marital status, genetic background, veteran status, pregnancy, or childbirth or related medical condition.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Hemingford School District is an equal opportunity employer (EOE)." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, and including the implementation of Title VI, Title IX, Americans with Disability Act, or Section 504 of the Rehabilitation Act of 1973 shall be directed to:
Name and/or Title: Superintendent
Address: 911 Niobrara St., P.O. Box 217, Hemingford, NE 69348
Telephone No.: 308-487-3328

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0599, the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112 or by email to OCR.KansasCity@ed.gov.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and procedures for filing a complaint are available at the website of the Nebraska Equal Opportunity Commission, http://www.neoc.ne.gov/comp/comp.htm.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).
Neb. Statute 48-1101 et seq. (Nebr. Fair Employment Practice Act)

Cross Reference: 103 Equal Educational Opportunity
404.06 Harassment by Employees
406.02 Certificated Employee Qualifications, Recruitment and Selection
412.02 Support Staff Qualifications, Recruitment and Selection

Approved:
Reviewed: 5-13-2024
Revised:

402.01R1 - TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE CONCERNING DISCRIMINATION

I. Definitions
   A. Grievance: Grievance means a complaint alleging any action, policy, procedure or practice which would be prohibited by Title IX.
   B. Title IX: Title IX means Title IX of the Education Amendments of 1972, the 1980 implementing regulation, and any memoranda, directives, guidelines or subsequent legislation that may be issued or enacted.
   C. Grievant: Grievant means a student or employee of Hemingford Public School District #10 who submits a grievance relevant to Title IX or an individual or group submitting a grievance in behalf of a student(s) or employee(s).
   D. Hemingford Public School District #10: Any reference to Hemingford Public School District #10 means any school, department, subunit or program operated by Hemingford Public School District #10.
   E. Title IX Coordinator: Title IX coordinator means the employee(s) designated to coordinate Hemingford Public School District #10's efforts to comply with and carry out its responsibilities under Title IX and the Title IX implementing regulation.
   F. Respondent: Respondent means a person alleged to be responsible, or who may be responsible for the Title IX violation alleged in a grievance. The term may be used to designate persons with direct responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the grievance.
   G. Hearing Officer: Hearing officer means the representative(s) of Hemingford Public School District #10 or of its governing body who is delegated authority for hearing/resolving a grievance at a specified level of grievance processing.
   H. Grievance Answer: Grievance answer means the written statement of the respondent regarding the grievance allegation and possible corrective action.
   I. Grievance Decision: Grievance decision means the written statement of a hearing officer of his/her findings regarding the validity of the grievance allegation and the corrective action to be taken.
   J. Day: Day means a working day; the calculation of days in grievance processing shall exclude Saturdays, Sundays and holidays.
   K. Corrective Action: Corrective action means action which is taken by Hemingford Public School District #10 to eliminate or modify any policy, procedure or practice found to be in violation of Title IX and/or to provide redress to any grievant injured by the identified violation.

II. Filing of Grievances
   A. Eligibility for Filing: Any student or employee, or any individual or group acting in behalf of a student or employee may file any grievance with the Title IX coordinator.
   B. Pre-grievance Meetings: Prior to the filing of a written grievance, the grievant(s) may request a pre-grievance meeting with the respondent alleged to be directly responsible for the Title IX violation and/or persons with immediate supervisory authority related to

the grievance. These persons shall make reasonable efforts to meet with any student/or employee to discuss Title IX matters that the students or employees may wish to bring to their attention. Such a pre-grievance meeting shall be at the option of the grievant(s); it shall not be a precondition for the submission of a written grievance.

C. Grievance Filing: Grievances filed with the Title IX coordinator shall be in writing and provide the following information: name and address of grievant(s); nature and date of alleged violation; names of persons responsible for the alleged violation (where known); requested relief or corrective action (specification of desired relief shall be the option of the grievant); and any background information the grievant believes to be relevant (e.g., names of other persons affected by the violation, etc.).

D. Grievance Forms: A grievance form shall be prepared by the Title IX coordinator to facilitate the filing of the grievance. These forms may be obtained from the Title IX coordinator. The grievant shall have the right to request assistance from the Title IX coordinator's office, or any other individual, group, or organization, to assist in the preparation of the form or in the filing of the grievance.

E. Time Limit for Grievance Filing: A grievance must be filed within 60 days of the occurrence of the alleged Title IX violation.

III. Initial Processing of Grievances

A. Notification of Respondents: Within five days of the filing of a grievance, the Title IX coordinator shall notify the respondent(s) of the grievance and of her/his responsibility for submission of a written grievance answer within five days after receipts of the grievance notification.

B. Respondent's Grievance Answer: The respondent(s) receiving a copy of a grievance shall, within ten days, submit a written grievance answer to the grievant and the Title IX coordinator. Such answer shall 1) confirm or deny each fact alleged in the grievance; 2) indicate the extent to which the grievance has merit; and 3) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress.

C. Referral to Hearing Officer: Within five days after receipt of the respondent's written grievance answer, the Title IX coordinator shall refer the grievance and the grievance answer to the hearing officer. If no grievance answer has been received on the fifth day after notification of the respondent and his/her immediate supervisor. If no grievance answer has been received within five days after issuance of this notice, the Title IX coordinator shall refer the grievance to the appropriate hearing officer with a notice of non-response. A notice of non-response shall also be sent to the grievant.

IV. Grievance Processing Levels

A. All grievances will begin processing at Level I unless referred to Level II or III by the Title IX coordinator. The Title IX coordinator will determine the appropriate processing level. If the grievance is referred to Level II or III for first processions, the Title IX coordinator shall briefly state the reason's for this decision in the referral.

B. Level I:

1. Level I hearing officer: The hearing officer serving in all Level I grievance activities shall be the secondary school principal or his/her designee. If the secondary principal is the respondent, the Title IX coordinator shall assign an alternate hearing officer or refer the investigation directly to Level II.
2. Written grievance decision by Level I hearing officer: When a grievance and grievance answer (or notice of non-response) are referred to Level I for first processing , the Level I hearing officer shall, within ten days of referral, conduct an initial investigation and submit a written grievance decision to the grievant, the respondent, and the Title IX coordinator. The decision shall:
   1) confirm or deny each fact alleged in the grievance and in the respondent's answer;
   2) indicate the extent to which the grievance has merit;
   3) indicate acceptance or rejection of any redress specified by the grievant or respondent, or
   4) indicate that the hearing officer will conduct an informal hearing on the grievance before rendering a decision.
3. Response to written grievance decision by grievant and respondent-request for informal Level I hearing: If the decision is not accepted by either the grievant or the respondent, he or she shall so notify the Title IX coordinator in writing within five days of the receipt of the grievance decision, and state his/her request for a Level I informal hearing. If, within five days of the issuance of the written grievance decision, no written request for an informal Level I hearing has been received from either the grievant or the respondent by the Title IX coordinator, any corrective action specified in the decision shall be taken, and the grievance shall be considered closed.
4. Nature of a Level I informal hearing: A Level I informal hearing shall be conducted in two circumstances:
   a. The Level I hearing officer determines, after conducting an initial investigation, that the information is insufficient to permit the rendering of a grievance decision; or
   b. Either the grievant or the respondent is dissatisfied with the written grievance decision of the Level I hearing officer. Its purpose shall be to encourage free and informal discussion of grievance issues between the grievant, the respondent, and the Level I hearing officer.
5. Scheduling of Level I informal hearing: A Level I informal hearing shall be scheduled by the Title IX coordinator within five days of the receipt of a request for such hearing from the grievant, the respondent, or the Level I hearing officer. The Title IX coordinator (or the designated representative) shall schedule the hearing at a time and place acceptable to all parties, not to exceed ten days after the receipt of a request for such a hearing.
6. Persons present at the informal hearing: Persons present at the informal hearing shall include the grievant, the respondent, and any individual requested by either party to provide assistance relevant to consideration of the grievance and the Level I hearing officer. The Title IX coordinator shall be present to act as moderator if requested by the Level I hearing officer.

7. Procedures governing the conduct of the Level I informal hearing: Any procedures established to govern the conduct of the Level I informal hearing shall be at the discretion of the Title IX coordinator.
8. Level I informal hearing decision: Within five days after the informal hearing, the Level I hearing officer shall issue a written hearing decision which includes a statement regarding the validity of the grievance allegation, and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent and the Title IX coordinator.
9. Continued discussions: In the event that the grievance cannot be adequately discussed or resolved during the course of the informal hearing, the respondent and the hearing officer may agree to continue the informal hearing at a time and place acceptable to all parties. In this event the written decision shall not be required until five days after the final informal hearing.
10. Acceptance or rejection of hearing decision by the grievant: If the grievant rejects the Level I hearing decision, he/she shall, within ten days of the receipt of the hearing decision, notify the Title IX coordinator of his/her intent to appeal the grievance to Level II. This notification shall be in writing. If no such notification is received by the Title IX coordinator within this time period, any corrective action specified in the hearing decision shall be taken, and the grievance will be recorded as closed by the Title IX coordinator.
11. No written decision by Level I hearing officer: In the event that no written decision is issued by the Level I hearing officer within five days after the Level I informal hearing, the Title IX coordinator shall, on the fifth day, send a notice of non-response to the Level I hearing officer and to his/her immediate supervisor. If no response is received by the tenth day following the Level I hearing, the grievance shall be immediately referred by the Title IX coordinator for processing at Level II. This referral shall consist of the scheduling of a time and place for a Level II hearing, and notification of the grievant, the respondent and the Level II hearing officer.

C. Level II:
1. Level II hearing officer: The officer serving in all Level II grievance activities shall be the Superintendent of Hemingford Public School District #10 or his/her designee.

2. Nature of a Level II hearing: A Level II hearing shall be conducted in three circumstances:
   a. A grievant is not satisfied with the decision rendered in a Level I hearing and appeals the grievance to the Level II by means of written notification to the Title IX coordinator within ten days of the receipt of the Level I hearing decision;
   b. No written Level I hearing decision is issued by the Level I hearing officer within ten days after the completion of the Level I hearing, and the grievance is immediately referred by the Title IX coordinator for processing at Level II; or
   c. The grievance involves policies, procedures, or practices which are general throughout the institution/agency and is referred by the Title IX coordinator (or

designated grievance representative) for first processing at Level II, with a written statement regarding the potential pervasiveness of the grievance and the numbers and roles of affected persons.

3. Scheduling of a Level II hearing; notification of participants: The Title IX coordinator shall arrange a date for Level II hearing and notify the grievant, the respondent, and the Level II hearing officer of the time, place and minimum duration of the hearing. The hearing shall be held within ten days after appeal/referral of the grievance to Level II. If any written materials or records relevant to the grievance are transmitted to the Level II hearing officer by the Title IX coordinator at the time of the notification, copies of these materials shall also be transmitted to the grievant and the respondent.

4. Persons present at the Level II hearing: Persons present at the informal hearing shall include the grievant, the respondent, any representative(s) of either the grievant or the respondent, any individual request by either party to provide information relevant to the evaluation of the grievance and the Level II hearing officer. The Title IX coordinator (or designated representative) shall be present to act as moderator and recorder. Hearings shall not be open to other persons unless requested or approved by the grievant.

5. Procedures governing the conduct of the Level II hearing:
   a. Duration: No hearing shall be less than three hours long, unless all parties consent to a shorter hearing.
   b. Time allocations: The time established for the duration of the hearing shall be allocated in equal parts to the grievant and the respondent. The Title IX coordinator shall moderate the usage of time. Time utilized in hearing and responding to any questions posed by the hearing officer shall not be charged against the time allocation of either party.
   c. Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.
   d. Questioning of witnesses: Formal rules of evidence shall not be applied at the Level II grievance hearing. The grievant and respondent shall have the right to use their allocated time to ask questions of any person participating in the hearing.

6. Level II hearing decision: Within five days after the Level II hearing, the Level II hearing officer shall issue a written decision which includes a statement regarding the validity of the grievance allegation and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent, and the Title IX coordinator.

7. Acceptance or rejection of hearing decision by the grievant: If the grievant rejects the Level II hearing decision, he/she shall, within ten days of the receipt of the hearing decision, notify the Title IX coordinator of his/her intent to appeal the grievance to Level III. This notification shall be in writing. If no such notification is received by the Title IX coordinator within this time period, any corrective action specified in the Level II hearing decision shall be taken, and the grievance will be recorded as closed by the Title IX Coordinator.

8. No written decision by Level II hearing officer: In the event that no written decision is issued by the Level II hearing officer within five days after the Level II hearing, the title IX coordinator shall, on the fifth day, send a notice of non-response to the Level II hearing officer and to her/his immediate supervisor. If no response is received by the tenth day following the Level II hearing, the grievance shall be immediately referred by the Title IX coordinator for processing at Level III. This referral shall consist of a formal notification of the governing board of Hemingford Public School District #10 or its designated representative regarding the appeal of the grievance and a request for determination by the board of the form of Level III processing to be utilized.

D. Level III:

1. Level III hearing officer(s): The hearing officer(s) serving in all Level III activities shall be the governing board of Hemingford Public School District #10 or a representative designated by the board. For purposes of actual grievance hearing, the governing board may delegate authority to a hearing panel established by the board for this purpose.
2. Nature of a Level III hearing: A Level III hearing shall be conducted in three circumstances:
   a. A grievant is not satisfied with the decision rendered in a Level II grievance hearing and appeals the grievance to Level III by means of written notification to the Title IX coordinator within ten days of the receipt of the Level II hearing decision;
   b. No written Level II hearing decision is issued by the Level II hearing officer within ten days after the completion of the Level II hearing, and the grievance is immediately referred by the Title IX coordinator for processing at Level III; or
   c. he grievance involves policies, procedures or practices for which the governing board has primary responsibility and is referred by the Title IX coordinator for first processing at Level III, with a written statement regarding board responsibility for the policies, procedures, or practices alleged to be in violation of Title IX.
3. Alternatives for Level III grievance hearings: For any grievance referred for hearing at Level III, there shall be three alternative methods of grievance processing:
   a. The grievance hearing may be conducted by the governing board in its entirety;
   b. The grievance hearing may be conducted by a subgroup of at least three members of the governing board; or
   c. The grievance hearing may be conducted by a hearing panel established by the board for that purpose, consisting of not fewer that five persons. This method may be requested by the grievant in writing at the time of appeal/ referral of the grievance to

Level III processing. The governing board shall establish and publish criteria relative to the determination of the method of processing to be used for a particular grievance.

4. Determination of method of processing at Level III: The determination of the method to be used for the processing of any particular grievance shall be made by the Title IX coordinator on the basis of the criteria established by the governing board, unless a request for processing by the hearing panel is specified by the grievant in his/her grievance/appeal. Such determination shall be made within five days after referral of the grievance for Level III processing, at which time the appropriate first step for the method selected shall occur.
5. Grievance hearings conducted by the governing board or its subunit - schedule of implementation activities: If it is determined that the Level III hearing shall be conducted by the governing board or its subunit, processing activities shall occur on the following schedule:
    a. Scheduling of the hearing: The Title IX coordinator shall arrange a date for the Level III hearing and notify the grievant, the respondent and the Level III hearing officer(s) of the time, place and minimum duration of the hearing. This shall be accomplished no later than five days after the appeal/referral of the grievance to Level III for determination of the processing method to be used. If any written materials or records relevant to the grievance are transmitted to the governing board by the Title IX coordinator at the time of notification, copies of these materials shall also be transmitted to the grievant and to the respondent.
    b. Conducting the hearing: The hearing shall be scheduled for and conducted on a date not to exceed fifteen days after the appeal/referral of the grievance to Level III.
    c. Issuance of final hearing decision: The board or its subunit shall issue a written decision regarding the validity of the grievance and any corrective action to be taken within ten days after the Level III hearing.
6. Grievance hearings conducted by a hearing panel - schedule of implementation activities: If it is determined that the Level III hearing shall be by a hearing panel established by the governing board, processing activities shall occur on the following schedule:
    a. Referral of grievance to hearing panel - submission of names of possible panel members to governing board for selection: The Title IX coordinator shall make formal notification to the board of the referral of a grievance for hearing panel processing at Level III. This shall occur no later than five days after the appeal/referral of the grievance to Level III. At the time of this notification, the Title IX coordinator shall submit to the board a list of names of possible hearing panel members.
    b. Designation of hearing panel members by governing board - notification of grievant and respondent regarding designees by the Title IX coordinator: The members of the panel shall be designated by the governing board or an authorized representative on the basis of criteria specified by the Title IX coordinator. These criteria shall include such factors as representation of the various constituencies of Hemingford Public School District #10, male/female, and racial/ethnic representation, knowledge of the particular grievance area, etc. The governing board shall select a total of not less

than ten names of potential panel members. The grievant and the respondent shall be notified of the names of the first five designees within ten days after the referral of the grievance to Level III. The grievant and the respondent shall be permitted to challenge not more than three of the panel member's names; such challenges shall be submitted in writing to the Title IX coordinator within two days after notification. If such challenge is made by either party, the protested person(s) shall be replaced by the next person(s) named on the list of designees. Before serving on the hearing panel, each member shall participate in an orientation session provided by the Title IX coordinator or his/her designated representative. There shall be no limitation placed on the number of times that an individual may serve as a panel member.

c. Scheduling of the hearing: The Title IX coordinator shall arrange a date for the Level III hearing and notify the grievant, the respondent and the designated panel members of the time, place and minimum duration of the hearing. This shall be accomplished no later than ten days after the referral of the grievance to Level III. If any written materials or records relevant to the grievance are transmitted to the panel members by the Title IX coordinator at the time of notification, copies of these materials shall also be transmitted to the grievant and to the respondent. If any of the first five designated panel members are unable to serve on the date scheduled for the hearing, they shall be replaced by the persons whose names appear on the original list of ten designees.
d. Conducting of the hearing: The hearing shall be scheduled for and conducted on a date not to exceed twenty days after the appeal/referral of the grievance to Level III.
e. Submission of panel recommendations to the governing board: The hearing panel shall make a written notification of its findings to the governing board or its representative within ten days after the Level III hearing. These findings shall include the panel's determination regarding the validity of the grievance and its recommendations for any necessary corrective action, as well as a statement of the reasons on which the findings have been based. Copies of the findings shall be sent to the board, the grievant, the respondent and the Title IX coordinator. All findings and recommendations of the hearing panel shall be determined by majority vote. The procedural steps to be followed during deliberations shall be determined by the hearing panel.
f. Issuance of final decision: The governing board or its authorized representative(s) shall consider the recommendations of the hearing panel and issue a final decision regarding the validity of the grievance and any corrective action to be taken within ten days after the receipts of the findings of the hearing panel.

7. Persons present at the Level III hearing: Persons present at the Level III hearing shall include the grievant, the respondent, any representative(s) of either the grievant or the respondent, any individual requested by either party to provide information relevant to the evaluation of the grievance, and those members of the governing board or hearing panel responsible for hearing the grievance. The Title IX coordinator (or designated representative) shall be present to act as recorder. Hearings shall not be open to the other persons unless requested or approved by the grievant.

8. Procedures governing the conduct of the Level III hearing: The specification of detailed procedures for the conduct of the Level III hearings shall be the option of the governing board. General procedures guiding the conduct of Level III hearings shall be, for the most part, similar to those used at Level II.
    a. Duration: The governing board (or is subunit) or the designated hearing panel shall determine the duration of the hearing. No Level III grievance hearing shall be less than three hours unless all parties consent to a shorter hearing.
    b. Time allocations: The time established for the duration of the hearing shall be allocated in equal parts to the grievant and the respondent. Usage of time shall be moderated by the person designated by the board or hearing panel to perform this function.
    c. Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.
    d. Questioning of witnesses: Formal rules of evidence shall not be applied at the Level III grievance hearing. The grievant and respondent shall have the right to use their allocated time to ask questions of any person participating in the hearing.
    e. Introduction of new information: During the hearing of a grievance appealed from Level II, neither party shall be permitted to introduce information not presented at the Level II hearing, unless he/she can show cause as to why it was not introduced at Level II.
    f. Moderation of Level III hearings: The governing board (or its subunit) or the panel responsible for grievance hearing shall designate a member who shall moderate the Level III hearing to ensure its compliance with all procedural requirements.
9. Level III hearing decision: The governing board of Hemingford Public School District #10 shall issue a written decision which includes a statement regarding the validity of the grievance allegation and a specification of any corrective action to be taken. This decision shall constitute the final decision issued pursuant to any grievance. If the Level III hearing was conducted by the governing board itself or by its subunit, the decision shall be issued within ten days after such hearing. If the Level III hearing was conducted by a hearing panel, the decision shall be issued within ten days after receipt of the findings and recommendations of the hearing panel by the governing board. If the governing board rejects the findings and recommendations of the hearing panel, its decision shall include a statement of its reasons for such rejection, stated in detail. Copies of the decision shall be sent to the grievant, the respondent, the Title IX coordinator and the Superintendent of Hemingford Public School District #10. All Level III hearing decisions shall be based on a majority vote by the governing board or its designated subunit. Any board member in disagreement with the majority shall have the option to prepare a dissenting opinion for inclusion within the final decision. In the case of grievances processed by a Level III hearing panel, the governing board may delegate authority for review/approval of panel recommendations to one member or representative. If a recommendation for rejection of panel recommendations is made by this member or representative, all records shall be transmitted to the governing board, which must approve the rejection by a vote of the majority.

V. Grievance Appeals

A. Grievant Rights: If a grievant is dissatisfied with the grievance decision received at Levels I or II, he/she may appeal the grievance to the next level. Such an appeal shall be made in writing to the Title IX coordinator within ten days of the receipt of the unsatisfactory decision.

B. Notification of Rights of Appeal: Upon receipt of the grievance decision from the Level I or Level II hearing officer, the Title IX coordinator shall make written notification to the grievant of his/her right to appeal and of the procedure and deadline for submission of such an appeal.

VI. General Provisions

A. Time Calculations and Extension:

1. Calculation of time: Saturdays, Sundays and holidays shall be disregarded in calculating time periods specified in this grievance procedure.
2. Extension of time: Any time limits set by this procedure may be extended by mutual consent of the grievant(s) and the respondent(s).

B. Grievant Right to Information: A grievant(s) may request access to information and records in the possession of the agency/institution which may bear upon the validity of the grievance. If such requested information requires an unreasonable expenditure of resources by the agency/institution, such request may be refused provided that the information is not submitted as evidence by the respondent(s), and that this refusal is considered during the grievance hearing. In order to protect the privacy of persons not directly involved in the grievance proceeding, the institution shall reserve the right to expunge names and any identifying information not directly relevant to the substance of the grievance from any information or records supplied to the grievant.

C. Grievant Right to Representation and Assistance:

1. Right to representation: The grievant(s) has the right to be represented by knowledgeable persons, organization, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The Title IX coordinator shall provide help in identifying such knowledgeable persons or groups.
2. Right to assistance: The institution/agency shall provide assistance to grievant, including access to copies of the Title IX regulation, related guidelines, memoranda, and other relevant materials supplied the institution by the federal government as well as access to public grievance records. In addition, the Title IX coordinator designated representatives shall provide consultation and assistance in the interpretation of such information and the use of this grievance procedure.

D. Training of Grievance Hearing Officers: All persons designated as grievance hearing officers shall receive training regarding Title IX regulatory requirements and nondiscrimination precedents, and the basic principles and operation of this grievance procedure. This training shall be arranged by the Title IX coordinator. The Title IX coordinator shall also provide continuing consultation to hearing officers regarding Title IX requirements and the implementation of this procedure.

E. Confidentiality of Grievance Handling:

1. Confidentiality of proceedings: The grievant(s) shall determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.
2. Confidentiality of file records: A grievant(s) shall have the right to determine whether or not his/her grievance record shall be open or closed to the public. Should the grievant decide that the grievance record shall be open to the public, he/she shall have the additional right to have any matter which directly or indirectly identifies the grievant removed from all grievance records or documents open to the public. No record of the grievance shall be entered in the personal file of any student or employee.

F. Maintenance of Grievance Records:
   1. Recording of grievance hearings:
      a. Grievant rights: Any grievant may, at his/her expense, record any grievance hearing or proceeding on a tape recorder or similar device.
      b. Institution/agency responsibility: Level II and Level III grievance hearings shall be recorded on recording devices supplied by the Title IX coordinator. Such recordings shall be made available to the grievant(s) and the respondent(s) at their request. Such recordings shall be maintained for a period of three years after resolution of the grievance.
   2. Maintenance of written grievance records: a. Confidential grievance files: Records shall be kept of each grievance. These shall include, at minimum: the name of the grievant and his/her position in Hemingford Public School District #10; the date of grievance filing; the specific allegation made in the grievance and any corrective action requested; the names of respondents; the levels of processing and the resolution, date, and hearing officer(s) at each level;
      a. A summary of major points, facts and evidence presented by each party to the grievance; and statement of the final resolution and the nature and date of any corrective action taken. Such records shall be maintained on a confidential basis unless otherwise specified by the grievant.
      b. Public grievance files: For purposes of the dissemination of grievance precedents, separate file records shall be kept which indicate only the subject matter of each grievance, the resolution of each grievance, and the date of the resolution. These records shall not refer to any specific individuals and they shall be open to the public.
      c. Duration of maintenance of written grievance records: All written grievance records shall be maintained for a minimum of three years after grievance resolution.

G. Prohibition of Harassment: No person shall be subject to discharge, suspension, discipline, harassment or any form of discrimination for having utilized or having assisted others in the utilization of the grievance process.

H. Role of the Title IX Coordinator: It is the primary responsibility of the Title IX coordinator to ensure the effective installation, maintenance, processing, record keeping and notification required by the grievance procedure.

I. Financial Responsibility for Grievance Processing: All costs involved in the administration of this grievance procedure shall be assumed by Hemingford Public School District #10.

Approved:
Reviewed: 5-13-2024
Revised:

402.02 - EMPLOYEE ORIENTATION

Employees must know their role and duties. New employees may be required to participate in an orientation program for new employees. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Employees involved in child care, custody or control responsibilities shall be given instruction in the handling of emergency situations which might arise in the course of the employee's work. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the principal. The supervisor may wish to review the staff handbook as part of the orientation process.

Teacher Orientation: The principal is responsible for the orientation of new teachers assigned to his or her school. He or she should give information and general directions in regard to the following:

1. The names of fellow teachers, the office secretary, cafeteria personnel, custodians and other special staff personnel who will come to the building.
2. Location and use of physical facilities of the building: classroom, cafeteria, library, teachers' lounge and lavatories.
3. Teaching materials: courses of study, guide books, textbooks, and supplementary materials for grade or subject.
4. Method of ordering books and supplies, securing audiovisual equipment, methods of getting material duplicated, disposing of lost and found articles.
5. Schedule and meaning of all bell signals.
6. Regulations for pupils in building and on school grounds; uses of entrances, exits, lavatories, playground areas, equipment and activities; regulations for pupils during, before and after school hours.
7. Directions regarding building meeting, in-service training meetings, other meetings, assignments to school committees, fire drill regulations, policies concerning teachers' absence, attendance dismissal, excuse of pupils from school, etc.
8. The goals and aspirations of the schools.
9. School system policies and regulations and handbooks.
10. School system Teacher Evaluation policy.

Legal Reference: Nebraska Statute 79-802

Cross Reference:
401 Guiding Principles for Employees
405 Employee Conduct and Appearance
407 Certificated Employee Compensation and Benefits
413 Support Staff Compensation and Benefits

Approved:
Reviewed: 5-13-2024
Revised:

402.03 - EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

No employee earning more than one hundred fifty thousand dollars annually in salary and benefits may enter into any contract, agreement, or understanding on the district's behalf that may cause financial benefit to the employee, a member of the employee's immediate family, or a business with which the employee is associated, without prior full disclosure of the conflict to the board, and without prior approval by the board.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee or employee's spouse without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may require the employee to immediately cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.

2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the

employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.

3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or

- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: NDE Rule 27.004.03F

Cross Reference: 202.02 Board Member Conflict of Interest
403.04 Gifts to Employees
403.06 Employee Outside Employment

Approved:
Reviewed: 5-13-2024
Revised: 7-15-2024

402.04 - NEPOTISM

In some cases, more than one family member may be an employee of the school district. However, the Board of Education has determined that it is in the best interests of the school district to limit the employment of persons who are related by blood or marriage.

The board finds that such limitations are advisable for the following reasons: avoiding conflict or favoritism, or the appearance or conflict or favoritism, by a person for a relative; preventing a person from prejudicing students with whom the person's relative was experiencing difficulty; promoting collegiality among employees; minimizing an "us against them" mentality; and avoiding friction and conflict when marriages or relationships break down.

For the purposes of this policy, the term "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Persons who are related by blood or marriage are permitted to work at the school district provided one does not report directly to, supervise, or manage the other. That is, no employee is permitted to work within the chain of command of a relative such that one's work responsibilities or employment status could be influenced by the other. Further, relatives are not permitted to work in the same department or in any other position in which the administration or board believes that an inherent conflict of interest may exist.

Employees who marry or become related by marriage while employed by the school district will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The board recognizes that, at times, employees and their "close friends", "domestic partners", or "significant others" may be assigned to positions which create a coworker or supervisor-subordinate relationship.

The administration or board will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

Cross Reference: 406.02 Certificated Employee Qualifications, Recruitment, Selection
412.02 Support Staff Qualifications, Recruitment, Selection

Approved:
Reviewed: 5-13-2024
Revised:

402.05 - EMPLOYEE GRIEVANCES

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel. This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties.

It will be incumbent upon all district employees to follow these procedures to settle their grievances. Within this general framework the following specific purposes are to be served by this grievance procedure:

1. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affects him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Nothing in this policy shall contradict the requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board.

Cross Reference: 301.04 Communication Channels

Approved:
Reviewed: 5-13-2024
Revised:

402.05E1 - EMPLOYEE GRIEVANCE APPEAL FORM

Name _____ Assigned Building _____

Step #I - Initial Completed Steps

_____1. I have informally discussed my concern with my immediate supervisor on:
(Date) _____.

_____2. My problem was resolved.

_____3. I have stated my problem to my immediate supervisor in writing.

_____4. I have received the written decision and reasons from my immediate supervisor.

STEP #II - Initial Completed Steps

_____1. I seek to appeal the decision and actions of my immediate supervisor as a grievance.

_____2. I have provided my written grievance statement and immediate supervisor's written decision to _____.

_____3. A Step #II conference was held with the following supervisors and personnel present at the review conference. _____

_____4. I have received the written decision and reasons from
(supervisor) _____.

USE THIS SECTION IF ANOTHER SUPERVISOR IS INVOLVED IN THE APPEAL PROCESS

Initial Completed Steps

_____1. I seek to appeal the decision and action of supervisor
_____ to supervisor
_____.

_____2. I have provided Supervisor _____ with my written grievance and the preceding decisions.

_____3. A review conference was held on (Date) _____ with the following supervisors and personnel present at the conference. _____

_____4. I have received the written decision and reasons of supervisor:

_____.

STEP #III

_____1. I seek to appeal the decision and actions of Supervisor _____ to the Superintendent of schools.

_____2. I have provided the superintendent with all written documents from previous appeal steps.

_____3. The superintendent has held a review conference on date: _____ 20____ with the following supervisors and personnel present:
_____.

_____4. I have reviewed a written copy of the superintendent's decision and reasons.

STEP #IV

_____1. I seek to appeal the decision and actions of the superintendent of schools to the board of education.

_____2. I have provided written documents of each step of the appeal process to the president of the board of education.

_____3. The board of education granted me an appeal hearing on date: _____ 20___.

_____4. I have received a copy of the Board's decision and actions.

STEP #V

_____1. I seek to appeal the decision of the Board of Education to the Commission of Industrial Relations. The aggrieved employee shall initial each item completed in the appeal process and sign at that step they feel the matter was satisfactorily resolved. The supervisor resolving the grievance matter shall keep the appeal form on file.

Approved:
Reviewed: 5-13-2024
Revised:

402.05R1 - EMPLOYEE GRIEVANCE PROCEDURE

The district's grievance procedure is the professional channel of appeal which shall be used by professional employees to seek just and productive solutions to employee and policy conflicts. Employees, who are aggrieved by; the actions and decisions of supervisory staff; other employees; or the effects of district policy, shall seek solutions through the following procedures:

STEP #I

1. Informally present and discuss your grievance matter with your immediate supervisor.
2. If the grievance matter is not resolved to your satisfaction, state your grievance in writing to your immediate supervisor.
3. The immediate supervisor shall provide you with a written decision and reasons within three days after receiving your written grievance.

STEP #II

1. If the grievance is not resolved to your satisfaction, appeal your grievance to the principal or next ranking supervisor (follow the chain-of administrative organization) within five days.
2. Present your written grievance statements and accompanying documents to the next succeeding supervisor in charge.
3. The supervisor receiving your written appeal shall arrange a review conference with the employees involved within five days.
4. The receiving supervisor shall provide the involved parties his/her written decision within three days following the review conference.

STEP #III

1. If your grievance remains unresolved to your satisfaction, file a written appeal with the Superintendent of Schools.
2. Provide the Superintendent with all documents from the preceding procedural steps.
3. The Superintendent shall hold a review conference with the parties involved within five days after receipt of a grievance appeal.
4. The Superintendent shall provide his/her written decision and reasons to the involved parties within three days after the review conference.

STEP #IV

1. If your grievance remains unresolved, appeal in writing to the Board of Education by giving notice to the Board President.
2. Provide the Board President with all written documents from the preceding steps of the appeal process.
3. The Board President shall arrange a conference with the board and all involved parties after receiving the written appeal request as soon as practical but no later than the next regular Board meeting.

4. After the conference the Board President shall provide to all parties the written decision of the Board of Education as soon as practical. The decision of the Board of Education shall be final.

STEP #V
When an employee grievance matter concerns employment conditions covered in the current board\teacher representative written negotiated agreement, the employee may appeal a Board decision to the Commission of Industrial Relations. Any claimant shall be entitled to representation of his/her choice when a grievance claim is appealed through the procedure of the Board of Education.

CONDITIONS AND LIMITATIONS OF GRIEVANCE PROCEDURE

1. A grievance against actions and decisions of an immediate supervisor - Begin procedure at Step #I.
2. A grievance against the actions and decisions of a principal - Begin procedure at Step #II.
3. A grievance against the actions and decisions of Superintendent- Begin at Step #III.
4. A grievance against the actions and decisions of the Board of Education - Begin at Step #III.
5. A grievance against another non-supervisory employee - Begin at Step #II.
6. A grievance resulting from the interpretation of policies in the district's policy manual - Begin at the supervisory step of the individual making the interpretation.
7. A grievance which is created by the correct administration of district policy - Begin at Step #III.

Filing of Complaint: A complainant must file a complaint within 30 days after the event or action which the complaint is based upon.

Misuse of Procedure: Repeated use of the grievance procedure through Step #IV for frivolous and unsupported reasons will result in disciplinary action by the Board of Education. Only the Board of Education shall make this determination. Employee complaints not channeled through this professional communications procedure will be handled as malicious gossip and petty gripes and may cause the employee to be charged with unprofessional conduct and/or insubordination.

Grievance Procedure Conditions: It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined. Since it is important that grievances be processed as rapidly

as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Staffs, who seek to appeal the decision of any supervisor, shall notify the supervisor in writing of their action seeking to appeal the decision or actions.

Approved:
Reviewed: 5-13-2024
Revised:

402.06 - EMPLOYEE RECORDS

The school district shall maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records may include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, copy of current Nebraska Teaching Certificate, college transcripts showing all course work completed, date of birth, length and record of service to District 10 or other school districts, administrative communications, contracts of employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

The district will not use or require the use of more than the last four digits of an employee's social security number for:

1. Public posting or display to the general public or an employee's coworkers.
2. Transmission over the internet except on a secure or encrypted connection.
3. Accessing an Internet web site unless a password, personal identification number or other unique authentication is required.
4. Use as an employee number for any type of employment-related activity.

The district may use more than the last four digits of an employee's social security number only for:

1. Compliance with state or federal laws, rules or regulations.
2. Voluntary commercial transactions entered into by the employee with the district for the purchase of goods or services.
3. Internal administrative purposes including providing the number to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the following internal administrative purposes do not permit use of employee social security numbers:
    a. As an identification number for occupational licensing.
    b. As an identification number for drug-testing purposes except when required by state or federal law.
    c. As an identification number for district meetings.
    d. In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
    e. For posting any type of district information.

Employees may have access to their personnel files, with the exception of letters of reference, and copy items from their personnel files at a time mutually agreed upon between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary and legally allowed because of an employee related matter before the board.

It shall be the responsibility of the superintendent to keep employees' personnel files current. The copy of the employee's records kept at the superintendent's office is the official copy of their records.

It shall be the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

Legal Reference: Neb. Statute 79-539
84-1201 et seq.
Nebraska Laws 2007, LB 674

Cross Reference: 403.01 Release of Credit Information
404 Employees' Health and Well-Being

Approved:
Reviewed: 5-13-2024
Revised:

402.07 - TRANSPORTING OF STUDENTS BY EMPLOYEES

Generally, transportation of students shall be in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Employees who transport students for school purposes must have the permission of the superintendent.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Cross Reference: 402.08 Employee Travel Compensation
801 Transportation

Approved:
Reviewed: 5-13-2024
Revised:

402.08 - EMPLOYEE TRAVEL COMPENSATION

When necessary and authorized by appropriate school officials, school employees who incur expenses on behalf of the school district will be reimbursed upon presentation of proper expense claim form and attached receipts to the district business office.

Reimbursable Expenses:

A. Authorized conference and meeting registration fees. (Attach receipt)
B. Necessary lodging expenses. (Attach receipt)
C. Necessary meal expenses. (Attach receipts)
D. Miscellaneous other documented expenses.
E. Transportation expenses on an authorized commercial carrier or by authorized personal vehicle. (Attach receipt)

Transportation Provisions: When it is required, the superintendent may approve and the district will pay for the most expedient/economical form of transportation. In situations where highway transportation is approved, the district will attempt to provide a school vehicle and service credit cards. When suitable district vehicles are not available or expedient, the superintendent may authorize the use of a personal vehicle, and the district will reimburse at the rate established by the Board of Education.

Employee travel and expense requests must receive prior authorization by the superintendent. To receive district reimbursement for travel and expenses prior authorization shall be requested on the form provided by the business office. To receive district reimbursement for the use of a personal vehicle, employees shall have prior approval from the superintendent. When a school vehicle is authorized for travel and is used on the trip; employees attending the same event, but choosing to take their own vehicle will not receive reimbursement for vehicle expenses.

Use of Credit Cards: District credit cards will not be used for any private unauthorized expenditure by employees. District credit cards are restricted to the following uses:

A. Fuel and service for district owned vehicles only, (unless approved otherwise by administration)
B. Repairs to School Vehicle
C. Meals
D. Approved classroom or office expenses

All employee expense receipts incurred on behalf of the district, paid for personally or by school credit cards shall be turned into the district business office as soon as possible. Prior to reimbursement of actual and necessary expenses, the employee must submit a detailed receipt indicating the date, purpose and nature of the expense for each claim item. A credit card receipt is generally not considered a detailed receipt. Failure to provide a detailed receipt shall make the expense non-reimbursable.

General Provisions: Whenever employees or non-school persons use a personal vehicle and students and staff are passengers, the person using or loaning his/her vehicle is responsible for having adequate liability, injury or property damage insurance. School personnel authorized to use a school vehicle shall not permit a student to drive the vehicle. When non-school persons are needed to drive a school vehicle, they may be authorized by school principals if the person is over age twenty-one and licensed to drive (note specially licensed drivers may drive school buses.)

Legal Reference: Neb. Statute 13-2201 et seq.

Cross Reference: 206.04 Board Member Compensation and Expenses
402.07 Transporting of Students by Employees
402.11 Credit Cards
801.13 Use of Private Vehicles on School Business

Approved:
Reviewed: 5-13-2024
Revised:

402.09 - RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS

The board recognizes and appreciates service given to the district. Employees, board members, volunteers or others associated with the operations of the district may be honored by the board, administration and staff in an appropriate manner by the awarding of plaques, certificates of achievement, or items of value.

If the form of recognition thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board. Any expenditure for recognition of service shall be limited to $100 per individual per occasion.

The district may authorize, upon a majority vote of the entire board, one recognition dinner each year for elected and appointed officials, employees, or volunteers of the district. In the event that a recognition dinner is authorized by board action, whether for elected and appointed officials, employees, or volunteers jointly or separately, the maximum cost which may be authorized by the board for such dinners shall not exceed $50 per elected or appointed official, employee, or volunteer in attendance.

Legal Reference: Neb. Statute 13-2203

Cross Reference: 408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved: 8/13/2018
Reviewed: 5-13-2024
Revised:

402.10 - EMPLOYEE POLITICAL ACTIVITY

Employees shall not engage in political activity upon property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Violation of this policy may be grounds for disciplinary action.

Cross Reference: 410.05 Certificated Employee Political Leave
415.05 Support Staff Political Leave

Approved:
Reviewed: 5-13-2024
Revised:

402.11 - CREDIT CARDS

The Superintendent shall determine which employees may use school district credit cards for the purchase of goods and services on behalf of the district or the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties may include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

The Superintendent, in consultation with the Board, shall determine the acceptable types of purchases for which the credit card may be used.

Employees using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt shall make the employee responsible for expenses incurred and may lead to suspension of the employee's credit card use.

It shall be the responsibility of the board to determine through its annual audit whether the school district credit card use and procedures are appropriately handled.

The superintendent shall be responsible for implementing this policy.

Cross Reference: 206.04 Board Member Compensation and Expenses
402.08 Employee Travel Compensation

Approved:
Reviewed: 5-13-2024
Revised:

402.13 - COMMUNICATIONS WITH EMPLOYEES

The Board desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the superintendent. The superintendent will develop and recommend to the Board processes for communications between the Board and district employees.

Communications or reports to the Board or Board committee from any staff member or members should be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate as appropriate to keep staff fully informed of the Board's concerns and actions. This does not exclude communications through district committees and committee appointments.

Cross Reference: 301.04 Communication Channels

Approved:
Reviewed: 5-13-2024
Revised:

402.15 - STAFF CONDUCT WITH STUDENTS

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers. The term “students” excludes a staff member’s immediate family members.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct
Examples of unacceptable conduct by staff members include but are not limited to the following:

- Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;

- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;

- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;

- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;

- Sending students on personal errands;

- Sexual banter, allusions, jokes, or innuendos with students;

- Asking a student to keep a secret;

- Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;

- Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and

- Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.

- Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;

- Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business);

- Exchanging personal gifts (beyond the customary student teacher gifts); and/or

- Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

This policy shall be included in future employee, student and volunteer handbooks.

Approved:
Reviewed: 5-13-2024
Revised:

402.16 - PROHIBITION ON AIDING SEXUAL ABUSE

The district prohibits any employee, contractor or agent from assisting a school employee, contractor or agent in obtaining a new job if the individual or district knows or has probable cause to believe that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or a student in violation of the law. This prohibition does not include the routine transmission of administrative and personnel files.

This prohibition does not apply under certain conditions specified by the Every Student Succeeds Act (ESSA) such as:

The matter has been reported to law enforcement authorities and it has been officially closed or the school officials have been notified by the prosecutor or police after an investigation that there is insufficient information to establish probable cause, or;

The individual has been acquitted or otherwise cleared of the alleged misconduct, or;

The case remains open without charges for more than 4 years after the information was reported to a law enforcement agency.

Legal Reference: ESSA section 8038, § 8546

Approved:
Reviewed: 5-13-2024
Revised:

402.17 - WORKPLACE PRIVACY

The district will not:

1. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
2. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the employer in a manner that enables the employer to observe the contents of the employee's or applicant's personal Internet account or provides the employer access to the employee's or applicant's personal Internet account;
3. Require an employee or applicant to add anyone, including the employer, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account; or
4. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions specified above.
5. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

The district shall maintain its right to control, monitor and review the use of its computers, technology and the Internet as stated in policy 606.06, to access any employee-related information available in the public domain, and conduct investigations related to employee actions prohibited by district policy to the extent those investigations are not expressly prohibited by the Workplace Privacy Act or other applicable state or federal law.

Legal Reference: Neb. Statutes, LB 821 (2016)

Approved:
Reviewed: 5-13-2024
Revised:

402.18 - USE OF SCHOOL FACILITIES AND EQUIPMENT BY SCHOOL EMPLOYEES

The superintendent may approve use of school facilities, equipment and other resources by school employees except for those activities which result in personal or corporate gain. Employee personal use of district resources shall not interfere with the operations of the district or any of its educational programs and must not create any significant expense to the district. School vehicles shall not be available for personal use except as provided in individual employee contracts.

Employees are allowed to use public resources within the statutory definition of “incidental” or “de minimis” use for purposes such as research or communication that would otherwise be prohibited by state or federal statutes.

In some cases, employee use of district resources may result in the need to report such use as additional compensation in accordance with IRS codes. The superintendent will inform business personnel when he/she is aware of employee use of district resources requiring such reporting.

Cross Reference: 1006.01 Community Use of School Bldgs., Sites and Equip.

Approved:
Reviewed: 5-13-2024
Revised:

402.50 - FREEDOM OF SPEECH

Instructional personnel are expected to exercise their constitutionally guaranteed right to freedom of expression. The board recognizes that no freedom is absolute, and that in this case restrictions come from at least three sources:

1. Legal Governing bodies can, within frequently defined limits, restrict freedom of speech, as for example within the "clear and present danger" doctrine of the United States Supreme court. Differences of opinion on acceptable regulation of freedom of speech in this sector may be resolved only by legal action.
2. Societal Communities vary in what they will tolerate in classroom discussion. Limits of such tolerance change with time and place. Differences of opinion between teachers and community feelings may not so much be a better for court adjudication as for tolerance on the part of each contender for the other's position.
3. Professional Teachers and their organizations must themselves decide that effect insisting on exercising freedom of speech, or accepting some degree of regulation thereof, will have on their role as teachers, on their ultimate effectiveness in the education process.

The board requests that any differences of opinion about exercises of abridgment of freedom of speech within or among members of the board, staff, and especially instructional personnel be reviewed by all parties concerned in the light of the above three factors.

Approved:
Reviewed: 5-13-2024
Revised:

403 - Employees and Outside Relations

403.01 - RELEASE OF EMPLOYEE INFORMATION

The following information will be released to an entity with whom an employee has applied for credit or has obtained credit: title of position, income, and number of years employed. This information may be released without prior written notice to the employee.

If a current or former employee wishes the district to release information to a prospective employer, written consent must be provided on the district's Employee Information Release Form. Even with the receipt of the Employee Information Release Form, the district may, at the superintendent's discretion, refuse to release such information. The Employee Information Release Form will be invalid six months after the signing date.

Cross Reference: 402.06 Employee Records

Approved:
Reviewed: 5-13-2024
Revised:

403.02 - CHILD ABUSE REPORTING

All school employees who have reasonable cause to suspect a child is a victim of abuse or neglect, including sexual abuse, or who observe conditions which reasonably would result in abuse or neglect, shall promptly report such incidents to the proper law enforcement authorities and the principal. “Employees” also includes coaches and volunteers participating in interstate amateur athletic competitions. The principal shall ensure that the report has been made to the proper law enforcement authorities.

The employee shall make an oral report to the local law enforcement agency by telephone within a 24-hour period, followed by a written report if necessary. The report will include all information required by law.

Legal Reference: Neb. Statute 28-711
34 U.S.C. § 20341

Cross Reference: 403.03 Abuse of Students by School District Employees
504.17 Questioning of Students by Outside Agencies
508 Student Health and Well Being

Approved:
Reviewed: 5-13-2024
Revised:

403.03 - ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing abuse of students investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

The superintendent is responsible for implementing this policy and for organizing employee training when needed relating to this policy. Procedures shall be reviewed periodically for adequacy and accuracy.

Cross Reference: 403.02 Child Abuse Reporting
404.06 Harassment by Employees
505.06 Corporal Punishment

Approved:
Reviewed: 5-13-2024
Revised:

403.05 - PUBLIC COMPLAINTS ABOUT EMPLOYEES

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

While speakers may, during public meetings, offer objective criticism of school operations and programs, the board will not hear personal complaints concerning district personnel nor against any person connected with the school system unless that complaint is an agenda item having followed the process described below. To do so could expose the board to a charge of being party to slander and would prejudice any necessity to act as the final review of administrative recommendations regarding the matter. The board president will direct the patron to the appropriate means for board consideration and disposition of legitimate complaints involving individuals.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to any board consideration however, the following should be completed:

1. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.

2. Unsettled matters from (1) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for certificated employees and the superintendent for support staff. At this level, if requested by the administrator, the complainant shall put the complaint in writing.

3. Unsettled matters regarding certificated employees from (2) above or problems and questions concerning the school district should be directed to the superintendent.

4. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board in writing. The board will follow policy 1005.01 in handling public complaints.

Cross Reference: 204.10 Agenda
204.12 Public Participation at Board Meetings
1005.01 Public Complaints

Approved:
Reviewed: 5-13-2024
Revised:

403.06 - EMPLOYEE OUTSIDE EMPLOYMENT

The board believes the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It shall be the responsibility of the superintendent to counsel employees, whether full-time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district.

Cross Reference: 402.03 Employee Conflict of Interest
409.05 Certificated Employee Tutoring

Approved:
Reviewed: 5-13-2024
Revised:

403.07 - EMPLOYEE USE OF SOCIAL NETWORKS

The Superintendent and Administrative Team will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

- Improper fraternization with students using social media and similar internet sites or networks, or via any electronic devices. Inappropriate contact via electronic communications is prohibited.
- Inappropriateness of posting items with sexual content
- Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
- Examples of inappropriate behavior from other districts, as behavior to avoid
- Monitoring and penalties for improper use of district computers and technology
- The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

All online communication by District employees during the school day, using District resources, or on behalf of the District is subject to District policies. Employees shall maintain a standard of professional responsibility and conduct, realizing their online actions at work and at home represent the District.

The network systems administrator may periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. When inappropriate use of computers and websites is discovered, the Principals and Superintendent will promptly bring that inappropriate use to the attention of the staff member and may consider and apply disciplinary action up to and including termination.

Approved:
Reviewed: 5-13-2024
Revised:

403.08 - EMPLOYEE FUNDRAISING

Any employee fundraising campaigns, including online fundraising such as crowdfunding campaigns, must have prior approval from the Superintendent before taking any actions when using the employee's position to raise funds. Any person or entity acting on behalf of the district and wishing to conduct a fundraising campaign for the benefit of the district must also begin the process by seeking prior approval from the Superintendent. All money raised through an approved fundraising campaign is subject to normal accounting procedures of the district and any additional procedures that may be required in the approval process. Any information or materials placed on fundraising websites are subject to the same district policies covering publication of materials on the district website.

Approval of requests shall depend on factors including, but not limited to:
Compatibility with the district's educational program, mission, vision, core values, beliefs, and student achievement goals;
The district's instructional priorities;
The manner in which donations are collected and distributed by the fundraising process;
Equity in funding; and
Other factors deemed relevant or appropriate by the district.

If approved, the employee shall be responsible for preparing all materials and information related to the fundraising campaign and keeping district administration apprised of the status of the campaign. The employee shall not violate any district policy or guideline and must protect the confidentiality of all student information.

The employee is responsible for compliance with all state and federal laws and other relevant district policies and procedures. All items and money generated are subject to the same controls and regulations as other district property and shall be deposited or inventoried accordingly. No money raised or items purchased shall be distributed to individual employees.

Approved:
Reviewed: 6-10-2024
Revised:

404 - Employee Health and Well-Being

404.01 - EMPLOYEE PHYSICAL EXAMINATIONS

Any newly hired custodian, food service worker, or bus driver must submit to a complete physical examination to be paid by the school district prior to reporting for work when required by the board or by state or federal regulations.

The superintendent may recommend employees for health examinations at any time if he/she has reason to believe that the health of the employee is harmful to the welfare of pupils or other employees. Medical information of any employee will be confidential.

Legal Reference: 29 C.F.R. Pt. 1630

Cross Reference: 404 Employee Health and Well-Being

Approved:
Reviewed: 6-10-2024
Revised:

404.02 - EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the building principal shall notify a member of the family, or an individual of close relationship, as soon as the building principal becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee shall be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It shall be the responsibility of the employee injured on the job to inform their supervisor within one business day of the occurrence. It shall be the responsibility of the employee's immediate supervisor to file an accident report within one business day after the employee reported the injury and notify the building principal.

It shall be the responsibility of the employee to file claims, such as workers' compensation, through the central administration office.

Injury Leave

If a district employee suffers physical injury within the scope of employment by another individual who intentionally, knowingly, or recklessly causes that injury, notification of the supervisor shall be made as described above. If, after investigation of the circumstances of the injury by the administration, and in consultation with the employee's physician, the employee may be granted up to seven calendar days of paid leave for such time as the employee is absent and unable to work as a result of the injury. This injury leave will not count against any other leave available to the employee. The administration's decision regarding injury leave is not subject to appeal.

Legal Reference:
Neb. Statute 79-8,106

Cross Reference:
404 Employee Health and Well-Being
410.02 Certificated Employee Personal Illness Leave
415.02 Support Staff Personal Illness Leave
905.06 Accident Reports

Approved:
Reviewed: 6-10-2024
Revised:

404.03 - EMPLOYEES' PERSONAL SECURITY AND SAFETY

The Board authorizes the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent, in consultation with district and building safety committees, will develop training and written procedures necessary to accomplish this goal and to meet the requirements of the law.

The district will will provide for a loss control program designated to apply a systematic approach to preventing on-the-job injuries and illnesses. All employees shall conduct their work in compliance with the safety rules of the district.

Loss Control Program: The Hemingford Public Schools realizes our people are our most valuable resource. The employer and the employee share the responsibility of creating and maintaining a safe working environment. It takes a team effort to teach, learn and use safe work habits. Accidents are a result of unsafe acts and/or unsafe conditions. Each of these can be controlled by educated and concerned staff and administration. The Hemingford Public Schools loss control program is developed to provide everyone working here with information necessary to maintain safe conditions and work habits at all times.

This program provides information that will allow the District to:

- Establish a safe work environment at all work sites.
- Inform employees of safety rules and guidelines and how these rules will be implemented and enforced.
- Create a joint employee/management safety committee to address ongoing safety issues. This committee shall consist of at least one non-certified staff member, one certified staff member, and one management member.
- Provide for periodic safety inspections of the work sites.
- Provide a system to report and correct hazardous conditions that are identified.
- Provide employee safety training guidelines.
- Provide accident and emergency reporting guidelines.
- Provide a system for the investigation of workplace accidents focused on determining causation and implementing corrective actions.

In summary, this program is a guide to provide information to allow the District to maintain a place of employment that is safe for you and your coworkers. Copies of the program as developed and adopted will be available from the central office.

Cross Reference: 905 Safety Program
Approved:
Reviewed: 6-10-2024
Revised:

404.04 - COMMUNICABLE DISEASES - EMPLOYEES

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission to students or other employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases shall be included in the school district's bloodborne pathogens exposure control plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan shall be reviewed annually by the superintendent and school nurse.

The health risk to immunodepressed employees shall be determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease shall be determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school district or public health officials.

An employee who is at work and who has a communicable disease which creates a substantial risk of harm to a student, coworkers, or others at the workplace shall report the condition to the Superintendent any time the employee is aware that the disease actively creates such risk.

Health data of an employee is confidential and it shall not be disclosed to third parties. Employee medical records shall be kept in a file separate from their personal file.

It shall be the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Legal Reference: 29 U.S.C. §§ 794, 1910 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
45 C.F.R. Pt. 84.3 (1996).

Cross Reference: 402.06 Employee Records
508.03 Communicable or Infectious Diseases - Students

Approved:
Reviewed: 6-10-2024
Revised:

404.05 - HAZARDOUS CHEMICAL DISCLOSURE

The board authorizes the development of a comprehensive hazardous chemical communication program for the school district to disseminate information about hazardous chemicals in the workplace.

Each employee shall annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, shall be included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it shall be distributed to all employees, and training shall be conducted for the appropriate employees. The central administration office shall maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

Employees who will be instructing or otherwise working with students shall disseminate information about the hazardous chemicals with which they will be working as part of the instructional program.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 29 C.F.R. Pt. 1910; 1200 et seq. (1996).
Laws 1993, L.B. 757

Cross Reference: 404 Employee Health and Well-Being
905 Safety Program

Approved:
Reviewed: 6-10-2024
Revised:

404.06 - HARASSMENT

Harassment of employees, students, volunteers, or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, race (including skin color, hair texture, and protective hairstyles), religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Harassment based on race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities, or employment; or
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

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

- verbal, physical, or written harassment or abuse or unwelcome communication implying sexual motives or intentions; or
- repeated remarks of a demeaning nature; or
- implied or explicit threats concerning one's grades, achievements, etc.; or
- demeaning jokes, stories, or activities directed at an individual; or
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications; or
- unwelcome touching; or

- unwelcome and offensive public sexual display of affection; or
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Employees, students, volunteers, or visitors who believe they have suffered harassment shall report such matters to the Compliance Coordinator or building principal.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, during an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to investigate claims of harassment promptly and reasonably and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating circumstances shall not exceed ten (10) days without the consent of the complainant unless the alleged victim agrees to a longer time limit. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted, or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal Reference:

42 U.S.C. §§ 2000e et seq. (1994).
29 C.F.R. Pt. 1604.11 (1996).

Cross Reference:

103 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.05 Employee Grievances
403.03 Abuse of Students by School District Employees
405 Employee Conduct and Appearance
504.18 Harassment by Students
505 Student Discipline

Approved:
Reviewed: 6-10-2024
Revised:

404.06E1 - HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of misconduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

404.06E2 - WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of instance witnessed: _____

_____

_____

_____

_____

Any other information: _____

_____

_____

_____

_____

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

404.06R1 - HARASSMENT INVESTIGATING AND REPORTING

Harassment of employees and students will not be tolerated in the school district.

Harassment is a violation of school district policies, rules and regulations and, in some cases, may also be a violation of criminal or other laws. The school district has the authority to report students violating this rule to law enforcement officials.

Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Individuals who feel that they have been harassed by employees, board members, administrators, parents, vendors or others doing business with the school district should communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or principal to help.

Complaint Procedure

An employee or student who believes that they have been harassed shall notify Todd Westover, the designated investigator. The alternate investigator is Mandy Plog. The investigator may request that the employee or student complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

The superintendent, or the investigator with the approval of the superintendent, has the authority to initiate a harassment investigation in the absence of a written complaint.

Investigation Procedure

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator shall report to the superintendent. The investigator will outline the findings of the investigation to the superintendent.

Resolution of the Complaint

The superintendent will complete the next step in the investigation reasonably and promptly upon receipt of the investigator's report. Following the investigator's report, the superintendent may investigate further, if deemed necessary, and make a determination of the appropriate next step which may include discipline, up to and including, discharge.

Prior to the determination of the appropriate remedial action, the superintendent may, at the superintendent's discretion, interview the complainant and the alleged harasser. The superintendent shall file a written report closing the case and documenting any disciplinary or other action taken in response to the complaint. The complainant, the alleged harasser and the investigator shall receive notice as to the conclusion of the investigation.

Points to Remember in the Investigation

Evidence uncovered in the investigation is confidential.
Complaints must be taken seriously and investigated.
No retaliation will be taken against individuals involved in the investigation process.
Retaliators will be disciplined up to and including discharge.

Conflicts

If the investigator is the alleged harasser or a witness to the incident, the alternate investigator shall be the investigator.

If the alleged harasser is the superintendent, the alternate investigator shall take the superintendent's place in the investigation process. The alternate investigator shall report the findings to the board.

Approved:
Reviewed: 6-10-2024
Revised:

404.07 - SUBSTANCE-FREE WORKPLACE

The board expects the school district and its employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor of the conviction within five days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent shall be responsible for publication and dissemination of this policy to each employee. In addition, the superintendent shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. This policy and related administrative regulations shall have a biennial review to determine its effectiveness, implement needed changes and ensure that the sanctions are consistently enforced.

Legal Reference: P.L. 101-226, Drug-Free Schools and Communities Act Amendments of 1989,
41 U.S.C. §§ 701-707 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
34 C.F.R. Pt. 86 (1996).

Cross Reference: 405 Employee Conduct and Appearance
Approved:
Reviewed: 6-10-2024
Revised:

404.07E1 - SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT

ACKNOWLEDGMENT OF UNDERSTANDING AND RECEIPT OF BOARD STANDARDS AND POLICIES PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON THE SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES.

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the District against any employee of the District engaging in unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol on the school premises or as a part of any of the school's activities as defined by board policy or administrative directive.

I further understand by affixing my signature hereto those disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards.

I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel.

I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by the District.

Dated this _____ day of _____ , 20___

_____

Signature of Employee

404.10 - DISCLOSURE AND PROTECTION OF EMPLOYEE HEALTH INFORMATION

The district will comply with all regulations regarding privacy and confidentiality of employee health and insurance information, including the secure interchange and storage of electronic data. The superintendent is directed to implement this policy as needed to ensure proper handling of such information.

Employees will be provided with a notice describing the district's practices regarding health information. Employees shall have the right to inspect, copy or amend such information or to revoke authorization to disclose such information. Revocation of authorization may affect the availability of some employee benefits.

Legal Reference: 1996 Health Insurance Portability and Accountability Act (HIPAA)
Family Educational Rights and Privacy Act (FERPA)

Cross Reference: 402.06 Employee Records
804.01 Computer Security
804.02 Data or Records Retention

Approved:
Reviewed: 6-10-2024
Revised:

404.11 - FACILITIES FOR MILK EXPRESSION

The district will designate a private area, other than a restroom, for an employee for breast-feeding or to express breast milk for her nursing child in a place which is shielded from view and free from intrusion from co-workers and the public.

Legal Reference: LB 627 (2015)

Approved:
Reviewed: 6-10-2024
Revised:

404.12 - TITLE IX SEXUAL HARASSMENT

It is the the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Regional Office of Civil Rights of the Department of Education, or both.

The Board encourages students, employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the Title IX Coordinator or building principal, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination with the Title IX Coordinator.

The Board designates the following individual to serve as the District's Title IX Coordinator and may or may not have the same person serve as Compliance Coordinator:
Title: Todd Westover
Office address: 911 Niobrara, Hemingford, NE. 69348
Email: twestover@gubn.org
Phone number: 308-487-3328

Other district employees filling key roles for implementing Title IX sexual harassment procedures include investigator(s), decision-maker(s), individuals to handle appeals, and individuals to facilitate an informal resolution process. Specific individuals filling these roles may vary from complaint to complaint as appropriate.

The Director of the Regional Office of Civil Rights can be contacted at the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, by email to OCR.KansasCity@ed.gov.

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

The student's parents/guardian or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal. A school employee who suspects or is notified that a student has been subject to conduct that constitutes

a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made 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.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

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; or

3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events, or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

When the alleged harassment or discrimination does not meet the Title IX definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable process for investigation.

Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX 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, or acted in opposition to practices the person reasonably believes to be discriminatory, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Confidentiality

The District must 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 individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising under the regulations.

Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) holding collective bargaining agreements with the district with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators 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 the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Other Title IX Coordinator Duties

The Title IX Coordinator, along with the Compliance Coordinator, shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks, and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures, such as making reports to the police, available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions,

non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.

5. Student Access - Review of programs, activities, and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
6. District Support - Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
7. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
8. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amend. of 1972, Title IX; 20 USC 1681 et seq.
Exec. Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206
34 CFR part 106

Cross Reference: 103.00 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.15 Staff Conduct with Students
403.02 Child Abuse Reporting
403.03 Abuse of Students by School District Employees
404.06 Harassment by Employees
405.00 Employee Conduct and Appearance
501.00 Objectives for Equal Educ. Opportunities for Students
504.03 Student Conduct
504.14 Hazing, Initiation, Secret Societies or Gang Activity
504.18 Harassment by Students
504.20 Bullying Prevention
504.21 Dating Violence Prevention
505.03 Suspension and Expulsion of Students
612.05 Individualized Education Program
612.10 Procedural Safeguards

Approved:
Reviewed: 6-10-2024
Revised:

404.12E1 - TITLE IX REPORTING FORM

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: Todd Westover, Activities Director
Address: 911 Niobrara, Hemingford, NE. 69348
Email: twestover@gubn.org
Phone Number: 308-487-3328

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a:

□ Student □ Parent/Guardian □ Employee □ Volunteer □ Visitor

□ Other _____(please explain relationship to the district)

If you are not the victim of the reported conduct, please identify the alleged victim:
Name: _____

The alleged victim is: □ Your Child □ Another Student □ A District Employee

□ Other: _____(please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting

Please record the name(s) of the individual(s) you believe to be responsible for the conduct you are reporting.

Name(s)_____

The reported individual(s) is/are:

□ Student(s) □ Employee(s)

□ Other _____(please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

□Yes □ No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

_____	_____
Signature of Person Making the Report	Date
_____	_____
Received By	Date

FOR OFFICIAL USE ONLY

This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.

The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports to assess the report.

Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 404.12. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

□ Student □ Parent/Guardian □ Employee □ Volunteer □ Visitor

□ Other _____(please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name:

The alleged victim is: □ Reporter's Child □ Another Student □ Another Employee

□ Other: _____(please explain relationship to the alleged victim)

II. Respondent Information

Please state the name(s) of the individual(s) believed to have conducted the reported violation:
Name(s):
The reported respondent(s) is/are:

□ Student(s) □ Employee(s)

□ Other _____(please explain relationship to the district)

III. Level of Report:

□ Informal □ Formal (see additional information below on Title IX formal complaints)

IV. Type of Report:

□ Title IX Sexual Harassment □ Discrimination □ Retaliation □ Bullying

□ Hazing □ Dating Violence □ Other

Nature of the Report (check all that apply):

□ Race
□ Color
□ Religion
□ Sexual Orientation
□ National Origin
□ Marital Status
□ Handicap/Disability
□ Hazing
□ Veteran Status
□ Age
□ Creed
□ Sex
□ Sexual Harassment (Title IX)
□ Ancestry
□ Pregnancy
□ Bullying
□ Dating Violence
□ Genetic Background

V. Reported Conduct

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated? □ Yes □ No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

□ No.
□ Yes, please identify the student with a disability and contact the Director of Special Education.
Director of Special Education was contacted: _____

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

VI. Safety Concerns

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

□ No.

□ Yes, please describe:

VII. Other Reports

Has the conduct been reported to the police or any other agency?

□ No

□ Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

□ Policy 103.00 Equal Educational Opportunity
□ Policy 402.01 Equal Opportunity Employment
□ Policy 404.06 Harassment (Employees)
□ Policy 404.12 Title IX Sexual Harassment
□ Policy 247. Hazing
□ Policy 249. Bullying
□ Policy 252. Dating Violence
□ Other

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An education program or activity includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

□ Yes

□ No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

□ A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.

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

□ Sexual assault, dating violence, domestic violence or stalking.

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Sexual assault means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

Stalking means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

IX. Recommended Course of Action

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

□ No further action at this time. Reason:

□ Policy 103.00 Equal Educational Opportunity
□ Policy 402.01 Equal Opportunity Employment
□ Policy 404.06 Harassment (Employees)
□ Policy 404.12 Title IX Sexual Harassment
□ Policy 247. Hazing
□ Policy 249. Bullying
□ Policy 252. Dating Violence
□ Other

X. Title IX Information to Complainant

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.

2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.

3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.

5. Determine whether the complainant wishes this report to be treated as a formal complaint.

XI. Title IX Coordinator Signature

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

□ Yes □ No

Complainant's Signature: _____

Date: _____

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly

unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Title IX Sexual Harassment Formal Complaint for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator's Signature: _____

Date: _____

404.12R1 - TITLE IX SEXUAL HARASSMENT PROCEDURES

The Board requires the following procedures to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

"Actual knowledge:" notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

"Education program or activity:" includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

"Complainant:" an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Respondent:" an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Formal complaint:" 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.

"Supportive measures:" non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

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; or

3. “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8) or “stalking” as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.
    a. “Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
        i. Length of relationship.
        ii. Type of relationship.
        iii. Frequency of interaction between the persons involved in the relationship.
    b. “Domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
    c. “Sexual assault” means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
    d. “Stalking,” under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:
        i. Fear for their safety or the safety of others.
        ii. Suffer substantial emotional distress.

District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive 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 or employee assistance program, extensions of deadlines or other course-related adjustments,

modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, assistance from domestic violence or rape crisis programs, assistance from community health resources, changes in work locations and other similar measures.

For students, supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must 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. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. 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. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District. The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;

2. An explanation of the District's investigation procedures, including any informal resolution process;

3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;

4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence and

5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

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.

Emergency Response Measures

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, 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, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave while awaiting the determination of the complaint procedures. 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.

Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;

2. Provide an equal opportunity for the parties to present witnesses and evidence;

3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. 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. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;

6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;

7. Objectively evaluate all relevant evidence without relying on sex stereotypes;

8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;

9. Not make creditability determinations based on the individual's status as Complainant, Respondent or witness;

10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. A Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;

2. The Respondent is no longer enrolled or employed by the District; or

3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must 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. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must 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. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must 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. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;

2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

3. Include the findings of fact supporting the determination;

4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;

5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and

6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

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.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement.

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with school policies and regulations, which may include but is not limited to loss of school privileges, permanent transfer to another school building, classroom or school bus, exclusion from school-sponsored activities, detention, suspension, expulsion, or referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.

Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;

2. New evidence that was not reasonably available at the time that could affect the outcome; and

3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The

decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

Informal resolution process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and 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 determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:

    a. The allegations;

    b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint and

    c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The District must maintain for a period of seven years records of:

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;

2. Any appeal and its result;

3. Any informal resolution and its result; and

4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must 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 must 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.

404.13 - SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES

In extreme or extraordinary circumstances the district may close one or more buildings to protect the health, safety and welfare of staff and students. In a case of epidemic sickness or other circumstances forcing prolonged closure the district may utilize agreements, procedures, government directives or other measures to pay staff for such time as the school or schools shall be closed to ensure staff continuity.

Legal Reference: Neb. Statute 79-8,106

Approved:
Reviewed: 6-10-2024
Revised:

405.00 - EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees shall conduct themselves in a professional manner. Employees shall dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Certificated employees of the school district shall follow the code of ethics for their profession as established by the Nebraska Professional Practices Commission.

Every report of alleged violations of employee conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing employee conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of employee conduct policies.

Legal Reference: NDE Rule 27

Cross Reference:
305 Administrative Code Of Ethics
402.02 Employee Orientation
404.06 Harassment by Employees
404.07 Substance-Free Workplace
408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved:
Reviewed: 6-10-2024
Revised:

406 - Certificated Employees - General

406.01 - CERTIFICATED EMPLOYEE DEFINED

Certificated employees, including administrators, are those employees required to hold an appropriate certificate from the Nebraska Department of Education for their position as required by the Professional Practices Commission or others with professional licenses. Certificates required for a position will be considered met if the employee meets the requirements established by the Nebraska Department of Education.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for certificated employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

Certificated employees must present evidence of current certificate to the superintendent prior to September 15 and before any payment of salary each year.

Legal Reference: Neb. Statute 79-801 et seq.

Cross Reference: 411.01 Substitute Teachers
412.01 Support Staff Defined

Approved:
Reviewed: 6-10-2024
Revised:

406.02 - CERTIFICATED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a certificated position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," shall have an opportunity to apply and qualify for certificated positions in the school district without regard to age, race, creed, color, sex, national origin, religion, disability, veteran status, pregnancy, or childbirth or related medical condition. Job applicants for certificated positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state certificate or license if required for the position.

Announcement of the position shall be in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications shall be returned to the school district administrative office. Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who will be directly supervising and overseeing the person being hired.

In the initial employment process, including on the initial application, the applicant shall not be asked to disclose, orally or in writing, information concerning the applicants criminal record or history, until it has been determined that the applicant meets the minimum employment qualifications. This does not prohibit the requirement to disclose an applicant's criminal record or history relating to sexual or physical abuse. Following a determination that the applicant meets minimum employment qualifications, a criminal history information check and questions regarding the applicant's criminal record or history are allowed.

The board shall take action regarding employment of certificated applicants only after receiving a recommendation from the superintendent. Should the Board reject a person nominated by the Superintendent, it shall be the duty of the Superintendent to make another nomination. However, the superintendent shall have the authority to employ a certificated employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding qualifications, recruitment and selections of such employees shall be followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 402.01 Equal Employment Opportunity
411.01 Substitute Teachers
412.02 Support Staff Qualifications, Recruitment, Selection

Approved:
Reviewed: 6-10-2024
Revised:

406.04 - CERTIFICATED EMPLOYEE CONTINUING CONTRACTS

Contracts entered into with certificated employees, other than an administrator, will continue from year to year unless the contract states otherwise, is modified by mutual agreement between the board and the employee, or the contract is terminated by the board.

The first three years of a continuing contract issued to a newly employed certificated employee shall be considered a probationary period. In the event of termination of the employee's contract during this period, the board shall follow applicable state statutes. The action of the board will be final.

Certificated employees whose contracts will be recommended for termination, amendment or nonrenewal by the board will receive notice prior to April 15. The superintendent shall make a recommendation to the board for the termination of the certificated employee's contract. Unless statutory exceptions apply, final board action must be taken by May 15.

Certificated employees who wish to resign, to be released from a contract when a suitable replacement is found, or to retire must still comply with board policies and contract language in those areas.

Legal Reference: Neb. Statute 79-824 to 842

Cross Reference: 408 Certificated Employee Termination of Employment

Approved:
Reviewed: 6-10-2024
Revised:

406.05 - CERTIFICATED EMPLOYEE WORKDAY

Normal working hours for certificated employees 7:45 a.m. until 4:00 p.m. Monday through Thursday. On days when administrative meetings or in-service require teacher attendance at 7:00 or 7:30 a.m., or evening meetings require the teacher to return to school, certificated employees will be excused at 3:50 p.m.

Principals shall schedule teacher's meetings at 7:30 a.m. as needed.

Dismissal on Friday is 2 p.m. for certificated staff. When school is dismissed early for the beginning of scheduled vacations, teachers are excused once the students have vacated the building.

Principals may set the hours of employment for the last teacher workday.

The workday outlined in this policy is a minimum workday. Nothing in this policy prohibits certificated employees from working additional hours outside the workday.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding workday of such employees shall be followed.

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 6-10-2024
Revised:

406.05R1 - CERTIFICATED EMPLOYEE DUTIES

Teachers must consider teaching school their primary job, to which their allegiance and energy are due. Regardless of social or business commitments, teaching should come first. The success of any organization depends on the cooperation of its members. The continued growth and progress of the school system depends on the wholehearted zeal of the staff, both teaching and non-teaching members, in working together. The duties and functions of a classroom teacher are those of a normal teaching situation and are determined to a great extent by the building principal and the existing educational philosophy of the system.

The teacher is expected to develop and maintain a professional attitude toward his or her role as an educator. The teacher must constantly endeavor to improve professional competency through a thorough knowledge of his or her subject and a mastery of the most effective methods of presenting it. It is the responsibility of the teacher to keep informed of the many new concepts of education and interpret these concepts in the instruction of the people in the teacher's area.

The teacher is encouraged to become an integral part of the community, enjoying and sharing the duties and privileges of citizenship, yet both private and public life must be tempered by such discretion and judgment as to, at all times, maintain respect for the teaching profession. Teaching is basic to all professions, to the development of new concepts and the modification of old concepts; to the hopes and aspirations of all people. Without teachers and teaching, all commercial, professional, and social institutions would rapidly deteriorate. The teacher should be proud to be a member of a profession which plays such an important role in democracy, and the district pledges to upgrade the teaching profession through its policies.

Teachers will be responsible to the principal for the carrying out of policies of the school board as they relate to the function of the school, to the classroom, and to the immediate contact with students and parents. Teachers will be expected to furnish such after-school time as is needed for assisting students, conferring with parents and doing other necessary out-of-school work.

Teacher specific responsibilities shall be:

1. To direct and evaluate the learning experiences of students in both curricular and extracurricular activities.
2. To provide guidance to students which will promote their proper educational development and welfare.
3. To be responsible for student accounting.
4. To provide for the care and protection of school property.
5. To supervise students on the school ground and during the lunch period.
6. To cooperate with and participate in the planning and the evaluation of the school program.
7. To participate in the business and activities of the faculty.
8. To take part in the in-service education program of the schools.
9. To maintain cordial relationships with colleagues.
10. To follow the ethics of the profession.

11. To support actively the parent-teacher organization.
12. To enforce policies and regulations as established by the board and professional staff.
13. To accept a fair share of supervisory duties at pupil activities in buildings and on grounds during school hours as well as at athletic events.

Extracurricular assignments.
Assignments will be made to teachers for various forms of hall, extracurricular, recess, traffic, lunch period and other noontime duties, and athletic events. Recommending educational materials. No teacher in any public school shall act as agent for any author, publisher, book seller or other person to introduce any book, apparatus, furniture or other article or whatever in the schools.

Accident procedure.
If an employee is involved in an accident while in the line of duty, it is necessary to file an accident report within twenty-four hours.

Capacity as advisers.
Principals and teachers are not to serve as advisers to parents of/and children not in their class or school. Neither are they to issue any teaching materials, tests, etc., to such parents or children. It is proper procedure to ask these people to consult their respective teachers and principals concerning their problems.

Recommending dentists, physicians or business houses.
Teachers are not to make recommendations to parents in regard to particular dentists, physicians, or business houses.

Supervision of children.
No group of children, either in the classroom or on the playground, should be left unattended by the teacher. Teachers, at all times, are responsible for the conduct and safety of children, and will see that the children observe safety rules. In the occasion of extreme emergency, the teacher should make every effort to provide adequate supervision during his or her absence.

Student Discipline.
Pupil control is to be achieved through firmness and reason rather than autocratic force. Daily realization of the fact that students are entitled to full consideration as human beings will go far in the solution of the problem of control. There are few children who will not respond favorably to fair and honest treatment.

A teacher is delegated with certain powers and authority by law and by the School District Board to hold school children accountable for their conduct during, before and after school and may suspend pupils from his/her class, pending a final decision from the principal and/or superintendent and the Board of Education.

405.06 - CERTIFICATED EMPLOYEE ASSIGNMENT

Instructional personnel will normally be assigned initially by the superintendent or his/her delegate to positions for which their preparation, certification, experience, and aptitude fit them.

Additions to Normal Teaching Schedule and Duties Additional duties may be assigned to certified staff members as deemed to be in the best interest of the school district by the Superintendent of Schools. These assignments may be in addition to the staff member's normal schedule and duties during the regular school year and may include such programs as adult education, driver education, summer school, and extra duty or co-curricular assignments.

Any requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding assignment of such employees shall be followed.

Legal Reference: Neb. Statute 79-839

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 6-10-2024
Revised:

406.07 - CERTIFICATED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board and such authority is hereby delegated to the superintendent. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent. The preferences of teachers and other staff members will be considered in making assignments and transfers; however, the best interests of students and the district will be given first consideration. Transfers where practical will be made on a voluntary basis.

When an involuntary transfer or reassignment is necessary, the teacher so affected may request and will be granted a conference with the superintendent.

Teachers may apply for voluntary reassignment and/or transfer. Such requests will be made in writing to the superintendent, stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made but this consideration is not intended to limit the flexibility of the administration.

The Superintendent will provide the Board of Education a listing of all instructional staff and their respective assignments.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding transfers of employees shall be followed.

Legal Reference: Neb. Statute 79-839

Approved:
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406.08 - CERTIFICATED EMPLOYEE EVALUATION

Evaluation of certificated employees on their skills, abilities, and competence shall be an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of certificated employees, other than administrators, but including extracurricular employees, shall be to improve the education program, to maintain certificated employees who meet or exceed the board's standards of performance, to clarify the certificated employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria shall be in writing. The formal evaluation shall provide an opportunity for the evaluator and the certificated employee to discuss the past semester's performance and the future areas of growth. The formal evaluation shall be completed by the evaluator, signed by the certificated employee and filed in the certificated employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the certificated employee's skills, abilities and competence.

The Superintendent will create an administrative regulation describing the procedure to be used for evaluations and including the evaluation instrument. At a minimum this will provide for evaluation of instructional performance, classroom organization and management, professional conduct, and personal conduct. It will provide for a written description of all noted deficiencies, specific means for the correction of the noted deficiencies and an adequate timeline for implementing the concrete suggestions for improvement. The teacher will be allowed to offer a written response. The regulation will also specify what training will be provided by the district for evaluators.

Annual written communication of the evaluation procedures will be provided to those being evaluated by including the procedures in the certificated staff handbook.

It shall be the responsibility of the principal to ensure certificated employees are evaluated formally once every three years. The evaluation shall include at least one classroom observation for one period.

New and probationary certificated employees shall be evaluated at least once each semester in their first three years. This evaluation procedure will include at least one classroom observation for one period each semester.

The requirements stated in the Negotiated Contract between employees in the certified collective bargaining unit and the board regarding evaluation of such employees shall be followed.

Legal Reference: Neb. Statute 79-828

NDE Rule 10-007.06

Cross Reference: 408.05 Certificated Employee Reduction-In-Force

Approved:
Reviewed: 6-10-2024
Revised: 8-12-2024

406.08R - Growth and Evaluation Procedures

Purpose and Scope

The purpose of this regulation is to outline the procedures for the evaluation of certificated employees, ensuring consistency, fairness, and a focus on continuous improvement. This regulation supports the district's commitment to high standards of classroom organization and management, instructional performance, professional conduct, and personal conduct among its staff.

Goals and Annual Plan for Growth

All teachers, educational specialists, principals, and administrators are required to develop goals and a plan for growth annually. Ideally, this process will involve reflecting on student performance data, aligning practice with the Nebraska Teacher and Principal Performance Standards and Self-Reflection Rubrics, or other areas of opportunities for personal and professional growth. The sole intent of this part of this process is to improve individual effectiveness.

Formal Evaluation

> **Written Criteria**: The formal evaluation forms shall be documented in writing and made available to all certificated employees.
>
> **Observation:** Each formal evaluation process shall include an observation of the teacher for a full instructional period.
>
> **Evaluation Discussion**: The formal evaluation process shall include observation of the teacher for a full instructional period (at least 40 minutes), a meeting between the evaluator and the certificated employee to discuss the educator's performance and future areas of growth.
>
> **Documentation**: The formal evaluation shall be completed by the evaluator, signed by the certificated employee, and transmitted to the superintendent to be filed in the certificated employee's personnel file. The documentation shall specify all noted deficiencies, include specific means for the correction of the noted deficiency, and provide an adequate timeline for implementing the concrete suggestions for improvement.
>
> **Teacher Response**: The teacher shall be allowed to offer a written response to the evaluation within 7 days of the evaluation discussion.

Frequency of Evaluation: New and probationary certificated employees shall be evaluated at least once each semester in their first three years. This evaluation procedure will include at least one classroom observation for one full instructional period each semester. Non-probationary certificated employees will be evaluated formally at least once every three

years. The evaluation shall include at least one classroom observation for one full instructional period. Principals will annually establish and publish to the teachers a list of observations/evaluations to be completed each year.

Evaluation Components

The evaluation process will assess, at a minimum, the following areas:

- Instructional Performance
- Classroom Organization and Management
- Professional Conduct and Personal Conduct

Nebraska Teacher and Principal Performance Standards and Rubrics

The evaluation forms will utilize the Nebraska Teacher and Principal Performance Standards and Rubrics as a framework. The Nebraska Teacher and Principal Performance Standards and Rubrics provide the basis of an instructional framework for our school which includes focusing on evidence-based instructional strategies to enhance teaching and learning.

Evaluators will be trained to use these standards and rubrics to ensure evaluations are consistent, objective, and supportive of professional growth. Evaluators will be trained annually by the Superintendent or his/her designee.

Proficiency Identification:

Proficiency determinations in each standard shall be rated by the evaluator at one of the following levels: Highly Effective, Effective, Developing, and Ineffective.

- Ratings of Highly Effective shall be considered exemplary.
- Ratings of “Effective” shall be considered to meet the district standard of proficiency for educators.
- Ratings of “Developing” shall be considered to be working toward the district standard of proficiency for educators.
- Ratings of “Ineffective” shall be considered to be below the district standard of proficiency for educators.

Improvement and Deficiency Identification and Correction

Ratings of “Ineffective” are considered to be below the district's standard of proficiency and will require recommendations for correction of deficiencies and plans for correction of those deficiencies.

- A Plan of Assistance is required for Teachers/Educational Specialists who receive a rating of “Ineffective” on any of the Standards covered by the evaluation.

An adequate timeline for implementing the concrete suggestions for improvement shall be established within each Plan for Improvement or Plan of Assistance.

Ratings of “Developing” are considered to be working toward the district standard of proficiency and may require additional goals and plans for growth in addition to the annual goals.

Classroom Walkthroughs and Differentiated Supervision

> **Classroom Walkthroughs**: The use of classroom walkthroughs is authorized as part of the evaluation process to gather data on instructional performance and classroom management. The nature and focus of walkthroughs will necessarily change from time to time based on changing district and building initiatives, the expertise of teachers, and
>
> **Differentiated Supervision**: Supervision may be differentiated based on the expertise and experience of the teachers, allowing for more targeted and effective evaluation and support.

Ongoing Informal Evaluation: This regulation supports and does not preclude the ongoing informal evaluation of the certificated employee’s skills, abilities, and competence.

Approved: 7-15-2024
Reviewed:
Revised:

406.09 - CERTIFICATED EMPLOYEE PROBATIONARY STATUS

The first three years of a new full-time certificated employee's contract shall be a probationary period. The probationary period for part-time certificated employees shall be based upon formulas provided by state statute.

During this probationary period the superintendent may terminate or amend the certificated employee's contract at year-end or discharge the employee in concert with corresponding board policies.

Legal Reference: Neb. Statute 79-828

Approved:
Reviewed: 6-10-2024
Revised:

406.50 - CERTIFICATED EMPLOYEE ACADEMIC FREEDOM

The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and pupil learning.

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession and the philosophy and goals of the school system. Those responsibilities include:

- A commitment to democratic tradition and its methods
- A concern for the welfare, growth, and development of children
- The method of scholarship
- Application of good taste and judgment in selecting and employing materials and methods of instruction
- Recognition of the limits of tolerance of the community.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994)
42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 604.10 Academic Freedom

Approved:
Reviewed: 7-15-2024
Revised:

406.51 - CERTIFICATED EMPLOYEE WORK YEAR

Teacher contracts shall be for 179 teaching days and six work or professional development days for a total contract of 185 days. If because of severe weather school is closed and teachers are excused for the day, the Board of Education gives to the administration the authority to reschedule days in the school calendar where possible to make up the lost days. Because of the nature of their assignment, some teaching positions will be given extended contract days. Examples of this includes but are not limited to, vocational agriculture, guidance and counseling, media specialists, band teachers, and family consumer science programs.

Approved:
Reviewed: 7-15-2024
Revised:

406.52 - CERTIFICATED EMPLOYEE PLANS AND PLAN BOOKS

All teachers will be provided with plan books. The purpose of these plan books is, first, to provide the teacher with a convenient systematic way of organizing and planning the classroom work for at least one week in advance; and, second, to provide an adequate guide for the substitute who may be called in to take over the class. These plan books, with plans prepared for the following week, may be requested for review at any time by the principal or superintendent. Principals are expected to check plan books from time to time.

Plans are to be general statements of what is planned to be done. Well-planned work which keeps pupils busy with profitable tasks during every minute of the day is the best discipline practice any teacher can have.

Condition of classrooms. Teachers are responsible for the condition of the classroom and the equipment at all times. Prior to the close of each period, and before the close of school at the end of the day, teachers will hold students responsible for leaving the room clear of the clutter of paper, textbooks, and other items of classroom use. If a classroom is used by more than one teacher, this becomes the responsibility of all teachers using the room. On leaving the room for the day, teachers will turn out all lights, close and lock all windows, and close all doors.

Bulletin boards. Teachers are urged to keep bulletin boards as attractive as possible and change them frequently. Having the students responsible for their own bulletin boards can be a worthwhile project in itself.

Cooperation with custodians and housekeepers. The work of the custodians and housekeepers in protecting the health of everyone in school makes their job one of utmost importance. Cooperation of all staff members with the custodial staff in keeping the school environment clean and safe will be appreciated. If you have suggestions to make about the way your room or area is being cleaned, please refer them to the principal.

Approved:
Reviewed: 7-15-2024
Revised:

406.53 - CERTIFICATED EMPLOYEE SHARED TEACHING ASSIGNMENTS

On occasion it may be in the best interest of the school district to employ two instructors to share a single position. In such instances the plan for share positions will be developed by the building principals and submitted to the superintendent for approval.

The superintendent will submit the employment request to the Board of Education for approval.

In determining compensation for two or more teachers sharing a single position, an individual rate of pay will be determined by the percentage of full-time position calculated on the number of hours of assignment compared to the six -hour day. In no case shall the total sum of the part-time assignments for a shared position equal more than 1.0 full-time equivalent position.

Approved:
Reviewed: 7-15-2024
Revised:

407 - Certificated Employee Compensation and Benefits

407.03 - CERTIFICATED EMPLOYEE CONTINUED EDUCATION CREDIT

The requirements stated in the Negotiated Contract between certificated employees in a certified collective bargaining unit and the board regarding continued education credit of such employees shall be followed.

Cross Reference: 406 Certificated Employees - General
408.05 Certificated Employee Reduction-In-Force

Approved:
Reviewed: 7-15-2024
Revised:

407.05 - CERTIFICATED EMPLOYEE WORKERS' COMPENSATION

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

The superintendent shall be responsible for developing administrative regulations to implement the workers' compensation plan and shall annually review the costs and performance of the plan with the board, making recommendations for changes as necessary.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
905 Safety Program

Approved:
Reviewed: 7-15-2024
Revised:

407.07 - CERTIFICATED EMPLOYEE NEGOTIATIONS

Certificated employees of the district shall have the right to form, join and participate in the activities of organizations of their choosing for the purpose of representation of all matters of employment relations, but no certificated employee shall be compelled to join such an organization. Boards may enter into collective bargaining agreements for periods not to exceed four years.

The following timelines shall be in effect for the annual negotiations process preceding the contract year in question:

1. On or before September 1 the certificated and instructional employees' collective bargaining agent shall request recognition as bargaining agent.
2. The governing board shall respond to such request not later than October 1.
3. On or before November 1 negotiations shall begin.
4. On or before February 8 if an agreement is not reached, the parties shall submit to mandatory mediation or factfinding as ordered by the commission unless the parties mutually agree in writing to forgo mandatory mediation or factfinding.
5. On or before March 25 or within twenty-five days after the certification of the amounts to be distributed to each local system and each school district, whichever occurs last in time, negotiations, mediation, and factfinding shall end.
6. If an agreement has not been achieved on or before the date in item 5 above, either party may, within fourteen days after such date, file a petition with the commission to resolve the dispute.
7. The commission shall render a decision on or before September 15.

There shall be no fewer than four negotiations meetings between the certificated and instructional employees' collective bargaining agent and the governing board's bargaining agent prior to mediation, unless the parties agree to a new negotiated agreement. Either party may seek a bargaining order as provided in statute at any stage in the negotiations.

In seeking a bargaining order, the commission shall provide the parties with the names of five individuals qualified to serve as the resolution officer. If the parties cannot agree on an individual, each party shall alternately strike names, with the remaining individual serving as the resolution officer.

The resolution officer may:

1. determine whether the issues are ready for hearing and settlement;
2. identify for resolution terms and conditions of employment that are in dispute and which were negotiated in good faith but upon which no agreement was reached;
3. accept terms and conditions;
4. schedule hearings;
5. prescribe rules of conduct for conferences;

6. order additional mediation if necessary;
7. take any other action which may aid in resolution of the dispute; and
8. consult with an interested outside party only with the concurrence of all parties.

The resolution officer shall choose the most reasonable final offer on each issue in dispute. If either party is dissatisfied with the resolution officer's decision, it shall have the right to file an action with the commission seeking a determination of terms and conditions of employment. The commission shall resolve, as provided by statute, all the issues identified by either party and which were recognized by the resolution officer as a dispute. If parties have not filed with the commission by the latter of March 25 or within twenty-five days after the certification of school funds, the decision of the resolution officer shall be deemed final and binding.

Legal Reference: Neb. Statute 48-811, 816, and 818

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 7-15-2024
Revised:

408 - Certificated Employee Termination of Employment

408.01 - CERTIFICATED EMPLOYEES - RESIGNATION

Any certificated employee who wishes to be released from the current year contract should consider the difficulty of securing an adequate replacement for the district and disruption to the educational program. A late resignation greatly increases this difficulty and disruption.

A certificated employee who wishes to be released from his/her contract shall immediately deliver a written and signed notice of resignation to the office of the Superintendent. The Superintendent, upon reviewing the request and its impact on the district, shall forward the request to the School Board with an appropriate recommendation.

The School Board shall make the final determination regarding the request but shall have no obligation to approve the employee's early release from contract.

The Board may request the employee to continue as a member of the staff and to fulfill the terms of his/her contract. The early release, if allowed, will become effective at the end of the school year in which it is submitted. If the employee has requested the release to become effective at an earlier date than the end of the school year, the Board may consider it on an individual basis.

An employee's refusal to fulfill his/her contract shall be cause for the district to request a suspension or revocation of certification by the Nebraska Department of Education.

Legal Reference: Nebraska Statutes 79-817 to 79-845
NDE Rule 27, part 007

Approved:
Reviewed: 7-15-2024
Revised:

408.03 - CERTIFICATED EMPLOYEE RETIREMENT

Certificated employees who will complete their current contract with the board may apply for retirement. No certificated employee will be required to retire at a specific age.

Application for retirement will be considered made when the certificated employee states in writing to the superintendent, no later than the date set by district policy for the return of the employee's contract to the board, the intent of the employee to retire. The letter must clearly state the employee's desire to retire.

Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It shall be within the discretion of the board to determine whether special circumstances exist.

Board action to approve a certificated employee's application for retirement shall be final and such action constitutes nonrenewal of the employee's contract for the next school year.

Certificated employees who retire under this policy may qualify for retirement benefits through the State School Retirement Fund.

Certificated employees and their spouse and dependents shall be allowed to continue coverage in the school district's group health insurance program at their own expense by meeting the requirements of the insurer.

Cross Reference: 402.09 Recognition for Service of Employees

Approved:
Reviewed: 7-15-2024
Revised:

408.04 - CERTIFICATED EMPLOYEE SUSPENSION OR TERMINATION

Certificated employees shall perform their assigned job, respect and follow board policy and obey the law. The superintendent is authorized to suspend a certificated employee pending board action on a discharge, for investigation of charges against the employee, and for disciplinary purposes. It shall be within the discretion of the superintendent to suspend a certificated employee with or without pay.

In the event of a suspension or termination, the applicable state statutes and district procedures shall be followed.

Cross Reference: 405 Employee Conduct and Appearance

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

408.04R1 - CERTIFICATED EMPLOYEE TERMINATION PROCEDURES

Procedures for the dismissal of certificated employees are governed by state law and all actions of the School District and the Board, as well as the rights and privileges of employees, are clearly identified in the statutes. Certificated employees are dismissed when they have been unable to achieve professional standards of teaching competencies as reflected through the district program of teacher evaluation.

Probationary Certificated Employees: The Superintendent or Superintendent's designee may take action with regard to a certificated employee's performance or conduct which is reasonably necessary to assist the certificated employee and for the schools purposes which action may consist of counseling, an oral reprimand, written reprimand, suspension without pay for not to exceed thirty (30) working days, or the Superintendent or Superintendent's designee may determine that it is appropriate to consider whether the contract of such probationary certificated employee should be amended or not renewed for the next school year.

Prior to taking action other than recommending non-renewal or termination of the probationary certificated employee's contract, the certificated employee shall be advised of the alleged reasons for the proposed action and shall be given an opportunity to present his or her version of the facts. The certificated employee may proceed under the school district's grievance procedure as adopted by board policy or within seven (7) calendar days after the Superintendent or Superintendent's designee takes such action, and may challenge the decision through the administrative chain of command.

Hearing Rights: In the event that a probationary certificated employee's contract is being considered for amendment or non-renewal, such certificated employee shall be given written notice that the school board will consider the amendment or non-renewal of such certificated employee's contract for the ensuing school year. Upon request of the certificated employee, notice shall be provided which shall contain the written reasons for such proposed amendment or non-renewal and shall be sufficiently specific so as to provide such employee the opportunity to prepare a response and the reasons set forth in the notice shall be employment related.

Probationary Certificated Employee Hearing Rights: The school board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient subject to the constitutional rights of the employee.

Notice of such intention shall be made by the secretary of the board on or before April 15 of the school year affected. If within seven (7) calendar days after receipt of the notice herein referred to, the probationary certificated employee makes a written request to the Secretary of the School Board or the Superintendent or the Superintendent's designee, the employee shall be entitled to a hearing before the School Board. While such a hearing shall not be a formal due process hearing and shall be informal in nature, it shall be the right of the probationary Certificated employee either in his or her own right or by his or her representative to be afforded the opportunity to discuss and explain to the school board his or her position with regard to

continued employment, to present information and to ask questions of those appearing on behalf of the school district.

Prior to scheduling of action or a hearing on the matter, if requested, it shall be the right of the certificated probationary employee to have the notice of possible amendment or non-renewal and the reason supporting possible amendment or non-renewal to be consider a confidential employment matter and the same shall not be released to the public or any news media absent any statute to the contrary. Further, it if is requested by the employee that such hearing on the matter be held in closed session or if such request is made by his or her representative, then upon an affirmative vote of a majority of the board members present and voting such hearing shall be held in closed session, but the formal action of the school board for non-renewal or amendment shall be made in open session.

At any time prior to holding a hearing or prior to final determination by the school board to amend or not to renew the contract of a probationary certificated employee, such employee may submit a letter of resignation for the ensuing year, which resignation shall be accepted by the School Board. If the contract of any probationary certificated employee is being considered for amendment or termination during the school year, such employee shall be entitled to all rights afforded a permanent certificated employee under the formal due process hearing procedures set forth further herein.

Permanent Certificated Employees: The contract of a permanent certificated employee shall be deemed continuing and shall be renewed and remain in full force and effect unless amended or terminated in accordance with applicable law. The school board by vote of the majority of its members may determine that such permanent certificated employee's contract shall be amended or terminated for any of the following reasons:

1. Statutorily defined "just cause" which shall mean incompetency, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, failure to give evidence of professional growth as defined by law and this policy, and such performance of duties, or such other grounds as may from the adoption of the date of this policy be lawfully defined as constituting "just cause".
2. Reduction-in-force or change of leave of absence policies.
3. Failure of the certificated employee upon written request of the School Board or the Administrators of the School District to accept employment for the next school year within the time designated in the request provided, however, that the certificated employee shall not be required to signify such acceptance prior to March 15 of each year.
4. Revocation, cancellation, suspension, or termination of the certificated employee certificate. Failure to give evidence of professional growth shall be construed by the School Board of the District to mean a failure to obtain at least six semester hours of college credit every six years or equivalent alternatives.

When the board is considering amending or terminating the contract of employment of a permanent certificated employee, such employee shall be entitled to the due process requirements of a formal hearing, which hearing shall be held as follows:

1. Notification to the permanent certificated employee shall be made in writing at least five (5) days prior to any such hearing which notification shall set forth the grounds alleged for such possible amendment or termination of the employee's contract.
2. Upon request of such employee at least five (5) days prior to the hearing, the employee shall be notified of any witnesses who will be called to testify against him or her and such employee shall have an opportunity to examine any documents that will be presented at the hearing.
3. The employee shall have the right to be represented by counsel and shall have an opportunity to cross examine all witnesses and to examine all documents and to present evidence material to the issues presented in the notification of the grounds for proposed action on the contract by the board.
4. Due and proper notice of the hearing shall be made in a timely and reasonable manner but shall in no case be less than three (3) days in advance of such hearing unless there be some provision of law which shall require greater notice.
5. Upon affirmative vote of a majority of the school board's members present and voting and upon specific requests of the certificated employee or his or her representative, the hearing shall be conducted in a closed session but the formal action of the board shall be taken in open session, provided, however, that nothing in this policy shall be construed to require the holding of any such hearing which is in any manner contrary to law.
6. A majority of the members of the school board shall render its decision to amend or terminate a permanent certificated employee's contract, based solely upon the evidence produced at the hearing, and shall reduce its findings and determinations to writing, and shall deliver a written copy thereof to the certificated employee on or before May 15 or as otherwise provided for in this policy.

After providing the opportunity for a hearing on cancellation, termination, or non-renewal of any certificated employee, except when reduction in force is the reason given for possible termination, and when just cause can be shown, the school board may impose such other sanctions, other than termination, cancellation, or non-renewal of contract, as may be agreed upon by the parties, provided, however, that nothing in this policy shall be construed to vest any right in any employee to any other such sanction. The board shall be entitled to take into consideration in any hearing herein provided for with regard to any certificated employee, the fact that other similar action has been taken and that action may be considered for a period of five years following the date of such action.

The board may, regarding any hearing herein provided for, on its own behalf, or upon the request of the certificated employee or his or her representative, or at the request of the school district administration or the Superintendent or the Superintendent's designee, subpoena and compel the attendance of witnesses residing either within or without the state for the purpose of appearing and testifying at any hearing provided for in this act, and for the purpose of having

such witness depositions taken in the manner prescribed by law for the taking of depositions in civil actions in the district court, and may issue subpoenas for the production of any papers, books, accounts, and documents to be used at any such hearing.

Any school board, upon written request, may grant a leave of absence to a permanent certificated employee for such reason as the school board deems appropriate, subject to any rules presently provided or which may subsequently be made governing such leaves of absence. During such leave of absence the permanent certificated employee shall not lose any rights he or she may have as a permanent certificated employee but during any such leave of absence his or her seniority and placement on any salary schedule shall remain at such place as it was at the first date of the taking of such leave of absence.

A school board may require a permanent certificated employee because of physical disability or sickness to take a leave of absence for a period not exceeding one year. In a case where such required leave is sought by the school board, the hearing procedures and all procedures leading to a hearing are to be followed, and the rights of such employees shall be the same as those made for a termination or amendment of contract of a permanent certificated employee.

Nothing in this policy and procedure shall be construed to provide any certificated employee a right to a specific assignment but each certificated employee has a right to be assigned to duties for which he or she is qualified by reason of certification, endorsement or college preparation, so long as such position exists within the district and so long as such assignment is not contrary to reduction in force policies or other policies or applicable law.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

408.05 - CERTIFICATED EMPLOYEE REDUCTION-IN-FORCE

The board has the exclusive authority to determine the appropriate number of certificated employees. Reductions-in-force of certificated staff members may be required due to changes in the size or nature of the student population, limited financial support, changing programs, staff realignment or other changes in circumstances. Reduction-in-force may result in termination of employment, an amendment to the employee's contract reducing the employee from full-time to part-time status or an amendment to the contract of a part-time employee further reducing that employee's percentage of employment.

Prior to the reduction-in-force the board shall present evidence that such changes in circumstances have occurred. If a reduction of certificated staff is necessary, the superintendent or designee shall recommend to the school board those certificated employees to be reduced in employment under the provisions of this policy. No permanent employee may be selected for a reductioninforce while a probationary employee is retained to perform a service that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the school board, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

The selection of personnel to be terminated shall be made with consideration given to the following:

1. Programs to be offered;
2. Areas of certification and endorsement;
3. State and federal regulations which may mandate certain employment practices;
4. Special qualifications that may require specific training and/or experience;
5. Contributions to activity programs;
6. Qualifications based on past performance and competence as determined by the principal and/or superintendent through employee evaluation procedures;
7. The organizational and educational impact created by multiple part-time certificated employees; and
8. Any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used under this policy shall conform to the board policies and administrative rules, regulations, and practices in effect at the time for the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained.

The applicable state statutes for all employees selected for a reduction-in-force shall be followed.

Any certificated employee whose contract shall be terminated because of reductioninforce shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to reemployment for a period of twenty four months commencing at the end of the contract year and the employee shall be recalled on the basis of length of service to the school to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits that had accrued to that employee prior to termination, but such leave of absence shall not be considered as a year of employment by the district. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

It shall be the responsibility of each certificated employee to file with the superintendent a copy of the employee's teaching certificate (including endorsements) upon initial employment with the district. On or before March 15th of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in the employee's certification or endorsements which have occurred since the previous year or are pending shall be filed with the superintendent.

Any certificated employee whose employment contract is terminated as a result of reductionsinforce shall (during his/her period of recall) report his/her current address to the superintendent and shall inform the superintendent of any changes of address thereafter. If a vacancy in the system occurs for which the employee has rights of recall, the offer of such employment may be sent by the superintendent to the employee's last known address. If no acceptance of such offer is received from the employee within fourteen days of mailing and the superintendent has no personal knowledge of the whereabouts of the employee (other than last known address), the employee shall be deemed to have waived his/her rights to recall to the employment position.

Legal Reference: Neb. Statute 79-846 to 849
79-824 to 844

Cross Reference: 402 Employees and Internal Relations
406.08 Certificated Employee Evaluation

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

408.06 - CERTIFICATED EMPLOYEE EARLY RETIREMENT

The district may offer a voluntary early retirement program for fulltime certificated employees and noncertificated administrative employees. Upon written application and approval of the superintendent and board, eligible employees may participate in the program.

The major purpose of the program is to encourage eligible employees who are considering early retirement to accelerate their plans. Program objectives include but are not limited to the following:

1. To offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions at the end of any school year during which this Early Retirement Incentive Program is in effect.
2. To reduce costs to the School District by replacing maximum salaried employees with lesser salaried employees.
3. To provide for a balance of employee experience within the District.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy including eligibility requirements, conditions and limitations, application procedures, benefit tables, payment schedules and insurance provisions.

This policy and related administrative regulations shall be reviewed annually to monitor its effectiveness, analyze projected costs to the district, review payment schedules, and implement needed changes. Any revisions to associated benefit tables and payment schedules must be reviewed and approved by the board. Modification shall not affect employees previously participating in the program.

Cross Reference: 408.03 Certificated Employee Retirement

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

408.06R1 - CERTIFICATED EMPLOYEE EARLY RETIREMENT GUIDELINES

A. QUALIFICATIONS

1. Eligible Employee: To be a participant a person must be employed by the School District as of the date of acceptance of the person's application in the position of a fully certified employee covered by the negotiated agreement between the Hemingford Public School District and the Hemingford Education Association and paid pursuant to the salary schedule incorporated into said agreement in effect for the employee's last school year of employment (hereinafter referred to as "Teacher" or "Eligible Employee"), or must be employed as a Superintendent or Principal under individual contracts (hereinafter referred to as an "Administrator" or "Eligible Employee").

2. Full Time Equivalency: Eligible Employees, both full-time and part-time, may participate in the Early Retirement Incentive Program ("ERIP") provided that the part-time employees' benefits under such plan shall be prorated based on their FTE (full-time equivalency), said FTE to be determined based on the employee's actual scheduled salary as of November 1 of the employee's last school year of employment. Part-time employees who are on a leave of absence in part and work part-time as of November 1 of the employee's last school year of employment shall be eligible to participate in this ERIP to the extent of their on-duty FTE. Employees who are on a leave of absence in total as of November 1 of any school year shall not be eligible to participate in this ERIP.

3. Criteria for Eligibility: To be eligible to participate in the ERIP, an Employee must meet the following criteria to wit: a. Period of Eligibility: To be eligible for participation in this ERIP, the Employee must meet the requirement for the period of eligibility, hereinafter referred to as a "window." The window shall open on September 1 of the school year when the Employee reaches fifty-five (55) years of age and will close on the fifth August 31 thereafter. The Employee may apply for participation in this ERIP and retire during any of the five (5) school years in the window. A school year is September 1 to August 31. Employees who are 55 or more on or before the adoption date of this policy may choose to participate in the ERIP in the 1999-2000 school year, or receive a five year window beginning September 1 of the year following the adoption of this policy and end on the fifth August 31 following the September 1st date.

B. WINDOW OF ELIGIBILITY LIMITATIONS

The Board reserves the right to alter the window of eligibility for the superintendent in order to retain his/her services for that unique position. At the January 11, 2016 Board of Education Meeting, the board set the Superintendent’s Five year Window of eligibility to begin at age 60 by contract.

1. Teachers: To be eligible for participation in this ERIP, a Teacher shall have a placement as of November 1 of the Teacher's last school year of employment on the salary schedule as set 453forth in the Collective Bargaining Agreement between the School District and the Hemingford Education Association for such year (hereinafter referred to

as the "Teacher's Salary Schedule") on the following columns and steps. For the purpose of this placement no more than four years out of the district experience can be utilized: BA+36, Step "11"; MA, Steps "11" and "12"; MA+9, Steps "11", "12" and "13"; MA+18, Steps "11", "12", "13", "14" and "15.

2. Administrators: To be eligible for participation in this ERIP, the Administrator (Superintendent and Principals shall have: A salary that exceeds the MA + 18, Step 15 on the district certificated faculty Salary Schedule. In addition the Administrator must be able to meet the same placement requirements on the Teacher's salary schedule as Teachers according to degree preparation and length of service. For the purpose of this placement requirement, no more than four years out of District experience may be utilized.

3. Notice of Salary Schedule Placement: On or before December 1 of each school year thereafter, the School District shall provide all Teachers of the School District verification of their salary schedule placement in the Hemingford Public School District and all Administrators of their total salary for such school year.

4. Acceptance or Rejection of Applications: The Board of Education of the School District, in its sole and absolute discretion, reserves the right to accept or reject any or all applications based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues.

5. Criteria for Selection: The number of Eligible Teachers who may apply for membership in this ERIP in any one fiscal year shall not exceed two (2) Eligible Teachers AND two eligible administrators. If there are more than two (2) applicants for participation in the ERIP, the selection of the Eligible Employee(s) allowed to participate in the ERIP shall be based upon the following criteria in descending order:
    a. Highest salary: For Teachers: The individual(s) with the highest salary on the Teacher's salary schedule will be given preference for participation in the ERIP. For administration, preference will also be given to the highest salary.
    b. Length of Service: If there still remains a tie, the individual(s) with the greatest years of service to the school district will be given preference for participation in the ERIP.
    c. Date of Application: If there still remains a tie, the individual(s) with the date of application first in time will be given preference for participation in the ERIP. Applications will be date stamped by the Superintendent's office.
    d. Tiebreaker: If two (2) or more individuals tie on criteria "a, b, or c, the names of those persons who are tied shall be placed in a container and names will be drawn from the container for each opening in the ERIP.

C. ENROLLMENT REQUIREMENTS:

1. Resignation: Eligible Employee participants in the program shall resign their positions with the School District effective at the close of the Employee's last school year of

employment, ending any actual or existing continuing contract rights in consideration for the benefits outlined in paragraph "D" below.

2. Notice of Plan and Future Employment: The Superintendent or Superintendent's designee shall notify all Eligible Employees of the School District of the adoption of this Early Retirement Incentive Policy (ERIP) and the attendant ERIP Application and Agreement on or before December 1 of each school year. A copy of said ERIP Application and Agreement as it now exists or as it may be from time to time amended may be obtained from the school office of each school in the district. If the Eligible Employee participating in this program is re-employed by the School District, as an Eligible Employee, within three (3) years of the Eligible Employee's last date of employment with the School District, said Eligible Employee shall relinquish all rights under this program to monies yet to be received under this plan for any portion of said three year period that has not elapsed on a per diem pro rata basis as of the date said Eligible Employee is re-employed; provided, however, this provision shall not apply to a participant substitute teaching for the district on a per diem basis.

3. Application and Agreement: Any Eligible Employee who attains the eligibility requirements shall be eligible to participate in the ERIP. Each qualified Eligible Employee who wishes to participate must submit an Application and Agreement form properly executed on or before March 1 of the last school year of employment. An Application and Agreement may be withdrawn by the employee at any time within seven (7) days following the date when it was received by the Superintendent's office. The Superintendent or his designee shall review the employee's record to determine eligibility. FAILURE TO SUBMIT THE APPLICATION OR AGREEMENT WITHIN THE TIME FRAME SPECIFIED THEREIN SHALL RESULT IN THE REJECTION OF SUCH APPLICATION OR AGREEMENT.

4. Terminated Employee's Ineligibility: A Certified Employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in this program, UNLESS after a hearing before the Board of Education it is determined that said Certified Employee's contract shall not be cancelled or terminated or the decision of the Board of Education to terminate or cancel is subsequently set aside. An Eligible Employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said Eligible Employee expressly waives all rights to which he or she may be entitled under the reduction in force law.

D. BENEFITS

1. Calculation of Benefits: An Eligible Employee requesting to receive the ERIP shall receive the following benefit:

a. Teachers: A Teacher shall receive a benefit equal to seventy five percent (75%) of the Teacher's actual scheduled salary earned by the Teacher during the Teacher's last school year of employment. Teachers who have been employed by the school district for twenty or more consecutive years shall be given a benefit equal to eighty (80%) percent of the Teacher's scheduled salary earned by the Teacher during the Teacher's last school year of employment. Teachers who have been employed by the school district for thirty or more consecutive years shall be given a benefit equal to eighty five (85%) percent of the Teacher's scheduled salary earned by the Teacher during the Teacher's last school year of employment. Scheduled salary refers to salary paid from the salary schedule and excludes salary paid for extra responsibility, extended contract and fringe benefits.
b. Administrators: An Administrator shall receive a benefit equal to seventy five percent (75%) of the Administrator's contracted salary earned by the Administrator during the Administrator's last school year of employment. Contracted salary refers to the amount contracted for salary only and shall not include any fringe benefits, in lieu of funds, or extra duty payments.

2. Payment: The sums to be paid pursuant to paragraph D.1. shall be payable in three (3) equal installments, the first to be paid on the first September 15 immediately following the Eligible Employee's last day of employment, the second payment to be made on the second September 15 immediately following the Eligible Employee's last day of employment, and the third payment to be made on the third September 15 immediately following the Eligible Employee's last day of employment.
3. Source of Funds: The School District shall pay the entire cost of the plan.
4. Administration: This Plan shall be administered by the Board of Education by and through the administration of the School District.
5. Beneficiary Designation: In order for the application to be considered complete, a beneficiary must be designated. Upon the death of the participant employee before all benefits are paid, the beneficiary shall receive benefits pursuant to the terms of this ERIP.
6. Income Tax Consequences: Early Retirement Incentive pay has been determined to be taxable income for state and federal income tax purposes and will be treated as such. It will be reported as a taxable retirement payment. Any required state or federal withholdings will be subtracted from each payment to the retiree.
7. COBRA Rights: Pursuant to COBRA, a retired employee will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18) months following retirement upon payment by the employee of the monthly insurance premiums.

E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:
    1. Time to Consider Application and Agreement: An employee who elects to participate in the Hemingford Public School District Temporary Early Retirement

Incentive Program shall be given at least forty-five (45) days within which to consider the ERIP Application and Agreement. That ERIP Application and Agreement shall alert the Employee that the Hemingford Public School District Temporary Early Retirement Incentive Program is totally voluntary in nature.

2. Waiver and Release of Claims: The ERIP Application and Agreement shall also include a specific Waiver and Release of Claims of the participant's rights under the Age Discrimination and Employment Act (ADEA), 29 U.S.C. §§ 621-634 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, Neb. Rev. Stat. § 48-1001, et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the ERIP and allow the employee to revoke the Release or Waiver at any time within seven (7) days after signing the contract and advise the employee to consult with an attorney before signing the Application and Agreement.

THE SPECIFIC TERMS OF THE WAIVER AND RELEASE OF CLAIMS SHALL BE AS FOLLOWS:

WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement, the Eligible Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. § 1988 or the like, which Eligible Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Eligible Employee's employment with the School District including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §§ 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. § 48-1001, et seq., Title IX and under Title VII of the Civil Rights Act of 1964, time amended, the Civil Rights Act of 1866 and 1871, as amended from time to time.

Claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation from such employment. The Eligible Employee further covenants not to sue and hereby agrees not to institute any

proceedings against and agrees to indemnify and hold harmless the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment at the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation. This waiver, release, covenant not to sue, and indemnification agreement is given in exchange for consideration in addition to that which the Eligible Employee is already entitled to pursuant to law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement and in writing to consult with an attorney before entering into the ERIP or signing this Application and Agreement. The Eligible Employee further acknowledges that the Eligible Employee has had sufficient time to decide whether or not to execute this ERIP Application and Agreement, including sufficient time to consider the Waiver and Release of Claims and all other matters contained herein.

F. TERM OF PROGRAM:

The Hemingford Public School District's ERIP shall be offered only to Eligible Employees as defined herein, and those who timely submit an ERIP Application and Agreement. This ERIP program and policy and all benefits provided herein may be repealed at any time by the Board of Education in its sole and absolute discretion.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

408.06E1 - CERTIFICATED EMPLOYEE EARLY RETIREMENT APPLICATION FORM

HEMINGFORD PUBLIC SCHOOLS
EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT

(NOTE: THIS APPLICATION AND AGREEMENT MUST BE SUBMITTED TO THE SUPERINTENDENT'S OFFICE ON OR AFTER _____, 20__, BUT ON OR BEFORE _____, 20__).

This Early Retirement Incentive Program ("ERIP") Application and Agreement is offered and made this ____ day of _____, 20__, between Box Butte County School District 07-0010, a/k/a Hemingford Public School District ("School District"), and _____, ("Eligible Employee"), whose address is _____, in _____, Nebraska.

WHEREAS, the School District has established an Early Retirement Incentive Program for the purpose of encouraging Eligible Employees who are considering an early leave decision to accelerate their retirement plans; and

WHEREAS, the Eligible Employee is desirous of voluntarily participating in the ERIP sponsored by the School District and in the voluntary termination of the Eligible Employee's employment; and

WHEREAS, the Eligible Employee meets all the criteria for participation in the ERIP set forth in the ERIP program adopted by the Board of Education on _____ ___, 20__; and

WHEREAS, the Eligible Employee acknowledges that the Eligible Employee has had forty-five (45) or more days to consider the ramifications of participation in the ERIP, and acknowledges that the Eligible Employee's participation in the ERIP is voluntary and that the Eligible Employee was not coerced in any manner to participate in the ERIP sponsored by the School District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Eligible Employee and the School District do hereby agree as follows:

1. ELIGIBLE EMPLOYEE DATE OF BIRTH: _____, ____.

2. ELIGIBLE EMPLOYEE SALARY SCHEDULE AMOUNT:

   TEACHER: Column _____; Step ____; Salary Amount _____.

   ADMINISTRATOR: Salary Amount _____.

3. ELIGIBLE EMPLOYEE RESIGNATION: The Eligible Employee by signing this Application and Agreement hereby voluntarily, unconditionally, and irrevocably resigns from the Eligible Employee's employment position, relinquishes the Eligible Employee's actual and existing continuing contract rights by law, and resigns from all other employment relations with the School District effective at the end of the _____ school year, and further hereby waives any and all notice of action by the Board of Education of the School District to accept the resignation and to terminate the Eligible Employee's continuing contract and employment with the School District, and waives any and all rights the Eligible Employee may have under Neb.Rev.Stat. §§79-12,107 to 79-12,121 (old statute numbers), or §§79-824 to 79-839 (new statute numbers), or other laws as they now exist or as they may be amended in the future relating to continued employment or rights of recall. The Eligible Employee further authorizes the Board of Education of the School District to advertise for and contract with a replacement Employee, if deemed appropriate, for the _____ school year. The School District by approving and signing this Application and Agreement hereby unconditionally and irrevocably accepts the Eligible Employee's resignation ending all employment relations between the School District and the Eligible Employee effective at the end of the _____ school year. The Eligible Employee authorizes the School District to approve and accept this Application and Agreement immediately upon its presentation to the School District by the Eligible Employee.

4. EARLY RETIREMENT BENEFITS:

a) In consideration of the Eligible Employee's resignation and relinquishment of the Eligible Employee's actual and existing continuing contract rights by law and of other covenants and conditions set forth in this Application and Agreement, the Eligible Employee shall receive a benefit in the amount of $_____ payable in three (3) equal installments, the first to be paid on the first September 15 immediately following the Eligible Employee's last day of employment; the second payment to be made on the second September 15 immediately following the Eligible Employee's last day of employment; and the third payment to be made on the third September 15 immediately following the Eligible Employee's last day of employment.

b) Beneficiary Designation: The Eligible Employee hereby designates _____, whose address is _____, Social Security No. _____ Or Tax I.D. No. _____, to be his/her beneficiary in case of his/her death. Any monies due the Eligible Employee will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this Agreement.

c) Tax Consequences: Early Retirement Incentive Pay has been determined to be taxable income for state and federal income tax purposes and will be treated as such. It will be reported as a taxable retirement payment. Social Security percentage and any other

required state or federal withholdings or deductions will be subtracted from each payment to the Eligible Employee.

5. WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement the Eligible Employee hereby releases, waives, acquits, and forever discharges the School District, all past, present, and future members of the Board of Education of such School District in their official and individual capacities, the Administrators, and all other officers, agents, and employees of the School District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, or attorneys' fees under 42 U.S.C. §1988 or the like, which Eligible Employee may now have or which may accrue in the future with respect to, arising out of, or in relation to the Eligible Employee's employment with the School District including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), 29 USC §§ 621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001, et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. § 48-1001, et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation from such employment. The Eligible Employee further covenants not to sue and hereby agrees not to institute any proceedings against, and agrees to indemnify and hold harmless, the School District or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment at the School District, this Application and Agreement, the ERIP, or the Eligible Employee's resignation.

This waiver, release, covenant not to sue, and indemnification agreement is given in exchange for consideration in addition to that which the Eligible Employee is already entitled to pursuant to law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement and in writing to consult with an attorney before entering into the ERIP or signing this Application and Agreement. The Eligible Employee further acknowledges that the Eligible Employee has had sufficient time to decide whether or not to execute this ERIP Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained herein.

6. REVOCATION AND CANCELLATION OF AGREEMENT: The Eligible Employee and the School District acknowledge that the Eligible Employee may revoke this Application and Agreement, and any waiver, release of claims, covenant not to sue, or indemnification contained herein, and cancel this Application and Agreement, at any time on or before the expiration of seven (7) days following the date when it was received by the office of the Superintendent.

_____
Eligible Employee

STATE OF NEBRASKA)
) ss.
COUNTY OF BOX BUTTE)

On this _____ day of _____, 20__, I, _____, being first duly sworn upon oath, depose and state that I am the Eligible Employee identified above, that I have read the foregoing Early Retirement Incentive Program Application and Agreement, know the contents thereof, signed the same as my voluntary act and deed, and submit this Application and Agreement for acceptance by the Board of Education.

_____
Eligible Employee

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

_____
Notary Public

ACCEPTANCE
Upon the action of the Board of Education on the _____ day of _____, 20___, approving and ratifying the foregoing Application and Agreement, and the acceptance by the Board of Education of the resignation of the Eligible Employee identified above, the above Early Retirement Incentive Program Application and Agreement is hereby deemed to have been accepted and approved by the Eligible Employee and the Box Butte County School District 07-0010, a/k/a Hemingford Public School District, and shall be carried into effect by the Administration.

DATED this _____ day of _____, 20__.

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010,
a/k/a HEMINGFORD PUBLIC SCHOOL DISTRICT

BY: _____
President, Board of Education

409 - Certificated Employee Professional Growth

409.01 - PROFESSIONAL GROWTH OF CERTIFICATED PERSONNEL OF THE HEMINGFORD PUBLIC SCHOOL DISTRICT

The Hemingford Public School District maintains that each certificated staff member shall improve professionally and personally through staff development activities. Those activities sponsored and recognized by the Hemingford Public School District are designed to help each individual become a more effective and efficient staff member of the total educational program. To assist each certificated staff member in this endeavor, the Board shall require evidence of professional growth every six years.

Professional Growth Period: The professional growth period for the Hemingford Public School District is a three (3) year period during which certificated staff members are required to give evidence of professional growth. A certificated permanent staff member, upon employment on September 1, begins his/her initial three-year period and concludes such period three years later on August 31. The beginning of the fourth year commences the second three-year period.

Professional Growth Points: All permanent certificated staff members will be required to reach a total of thirty (30) professional growth points during each professional growth period. Each activity of professional growth has its own criteria for acceptance. It is the responsibility of each permanent certificated staff member to make an application for professional growth and to show that the activity(s) was completed. Implementation of any changes in professional growth requirements shall be in such a manner as to cause no penalty to those staff members who are currently working on professional growth requirements for their present professional growth period. All professional growth activities earned pursuant to these provisions shall be accepted by the Board as evidence of professional growth.

Applicability to the Salary Schedule: Credit hours earned to complete the professional growth requirement shall be applicable for movement on the salary schedule if such hours meet existing criteria for salary advancement as set forth in the negotiated agreement and/or Board policy.

Procedure for Applying for Growth Credit: Application for professional growth activities and college credit shall be made on forms available at the Office of the Principal. Application shall be initiated by the person requesting acceptance of the professional growth activity(s). A separate application shall be submitted for each activity that requests professional growth. It is required that applicants request preliminary approval for professional growth points prior to participation in the professional growth activity. The application shall be returned to the Office of the Principal upon completion of the professional growth activity.

Professional Growth Committee: The professional growth committee, established to review and approve applications for professional growth, shall consist of the Superintendent of

Schools, each building principal, and an elementary school teacher and high school teacher appointed by the Hemingford Public School District Education Association.

Review of Professional Growth Status: Records of professional growth activities shall be maintained in the employee's personnel file. At the end of each school year, each employee shall be notified, in writing, of the total accumulated professional growth points and the expiration date of the professional growth period.

Classification of Activities: Listed below are the activities for which professional growth points may be obtained, the number of points which can be awarded in one calendar year and the total number of points that can be earned within the professional growth period for each professional growth activity. The required number of thirty (30) professional growth points (hours) may be earned in one year or over the three-year period. Points earned during one growth period may not be carried over into the ensuing professional growth period, even though the points earned by the individual may be in excess of the required number.

1. College or Formal Class work:

a.	College credit	5 points (hours) per credit hour
b.	Auditing college courses	4 points per credit hour
c.	Technical Community College credit	5 points per credit hour
d.	Adult education class	1 point for each 5 clock hours

2. Professional Work Done Under Direction of the Hemingford Public School District:

a.	School Improvement committee work	3 points each year you are involved
b.	Workshop presenter, e.g. Conference in-service, State Fair, NSEA Convention, etc.	5 points (max 15 points per three-year period)
c.	Building in-service presentation or demonstration	5 points
d.	Attending workshops held outside the regular school year, e.g., Career Tech Conference held in June	5 points

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised: 06/14/2021

409.02 - CERTIFICATED EMPLOYEE TRAINING, WORKSHOPS OR CONFERENCES

The Board of Education recognizes the importance of an ongoing system of professional staff development for the certificated staff. The board encourages certificated employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for certificated employees.

The superintendent and or designee will develop and schedule in-service workshops as appropriate to the needs of the district and will inform the board regarding in-service staff development. In consultation with the Superintendent, annual time requirements for staff training in areas such as concussion awareness, suicide awareness, dating violence prevention, and others shall utilize a reasonable length of time as determined and approved by the board.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a certificated employee in a professional development program when the attendance would result in the certificated employee being excused from their duties or when the school district pays the expenses for the program.

Funds will be provided in the annual budget to support staff development activities of the certificated staff. Time for staff development activities will be identified by postponing school opening times or using early dismissal times on a monthly basis; and further, by identifying pre-opening and in-service days throughout the school term for the purpose of development of personal in-service programs for all personnel to implement promising educational practices, programs and materials to fit the needs of each child enrolled in the local school system. Furthermore, instructional personnel will be expected to utilize graduate school opportunities at the teacher's own expense for additional training to maintain and improve skills as required by the assignment of each individual educator.

Teachers may be granted professional leave to attend conferences or workshops of their choice. Travel expenses may be paid if approved by the Superintendent of Schools. Travel may be paid if the conference will provide a learning experience directly related to the teacher's classroom teaching assignment or if the building principal or superintendent requires the teacher's attendance at the conference. The teacher will pay for the costs of their attendance at the convention if the above stipulations do not apply.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

Cross Reference: 402.08 Employee Travel Compensation

402.11 Credit Cards

Approved:
Reviewed: 07-11-2022, 7-15-2024
Revised: 7-15-2024

409.05 - CERTIFICATED EMPLOYEE TUTORING

Every effort will be made by the certificated employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by certificated employees may be approved by the superintendent.

Certificated employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the board.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

Legal Reference: NDE Rule 27
Neb. Statute 49-14,101.01

Cross Reference: 402.03 Employee Conflict of Interest
403.06 Employee Outside Employment

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

410 - Certificated Employee Vacations and Leaves of Absence

410.03 - CERTIFICATED EMPLOYEE FAMILY AND MEDICAL LEAVE

The district will comply with all provisions of the Family and Medical Leave Act of 1993 and amendments.

Unpaid family and medical leave will be granted up to twelve (12) weeks in any twelve (12) month period to eligible certificated staff members for the following reasons:

1. the birth or care of a newborn child within one (1) year of the child's birth;
2. the placement or care by way of adoption or foster care with the staff member within one (1) year of the child's arrival;
3. to care for the staff member's spouse, parent or dependent child with a serious health condition;
4. if the staff member's own serious health condition prevents that employee from performing the functions of the employee's job;
5. in qualifying urgent situations arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Unpaid leave will be granted up to twenty-six (26) weeks during a single twelve (12) month period to eligible certificated staff members to care for a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness.

For purposes of this policy, the twelve month period is defined as a "rolling period based on the date the leave is requested to begin and looking backward at the last twelve-months of use." Requests for family and medical leave shall be made to the superintendent.

To be eligible for FMLA benefits, a district employee must:

1. have worked for the district for a total of 12 months; and
2. have worked at least 1,250 hours over the previous 12 months.

When meeting the requirements set out in the family and medical leave administrative rules, employees may be allowed or required to substitute paid leave for unpaid family and medical leave according to the terms and conditions of the district's normal leave policies. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Requests for FMLA leave shall be submitted in writing. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act. It shall be the responsibility of the superintendent to implement this policy.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding family and medical leave of such employees shall be followed.

Legal Reference: 29 U.S.C. §§ 2601 et seq. (1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 415.03 Support Staff Family and Medical Leave

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

Determining the 12-month previous employment eligibility:
While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the district's intention to rehire the employee after the break in service.

Spouses employed by the same employer:
Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Serious Health Condition defined:
"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider, which includes:
    a. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
        i. treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
        ii. one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
    b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
    c. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
e. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Intermittent Leave for "Instructional Employees":
Special rules apply if an employee employed "mainly in an instructional capacity" requests intermittent leave or leave on a reduced schedule because of his/her own serious health condition or the serious health condition of a parent, child, or spouse that is foreseeable based on a planned medical treatment and the employee would be gone for more than twenty percent (20%) of the working days during the period of leave. In such cases, the district may require the employee to do the following things:

1. Take leave for periods of a particular duration not to exceed the duration of the planned medical treatment.
2. Transfer temporarily to another position offered by the district for which the employee is qualified, as long as the new position has equivalent pay and benefits and better accommodates the recurring periods of leave.

An instructional employee who takes leave constituting less than twenty percent (20%) of the working days during the leave period would not be subject to transfer to an alternative position, or a requirement to be on leave for the duration of the treatment period.

An employee will be denied intermittent leave or leave on a reduced leave schedule to care for an immediate family member (spouse, child, parent) with a serious health condition or if the employee has a serious health condition, if:

1. The employee, whether requesting leave because of his/her own serious health condition or because of the serious health condition of a parent, child, or spouse fails to establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures or a continuous treatment schedule).
2. The employee, whether requesting leave for his/her own serious health condition or because of the serious health condition of a family member, fails to establish, through medical certification, that it is medically necessary for the leave to be taken intermittently on a reduced leave schedule.

Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for the placement of a child for adoption or foster care.

When intermittent leave or leave on a reduced leave schedule is requested based on planned medical treatment, the district also may alter an existing job to better accommodate the employee's need for intermittent or reduced leave. The alternative or altered position must have equivalent pay and benefits.

End-Of-Semester Circumstances
In some circumstances, the district may require instructional employees to continue their leave to the end of the academic semester within the FMLA guidelines.

Maintenance Of Health Benefits
The district is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the district may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration
Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.
An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

Notice And Certification
Employee Notice: Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the district as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the district's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for the district reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave due to a FMLA-qualifying reason for which the district has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

Employer Notice: The district will post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Additionally, the district will either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.

When an employee requests FMLA leave or the district acquires knowledge that leave may be for a FMLA purpose, the district shall notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under FMLA. When the district has enough information to determine that leave is being taken for a FMLA-qualifying reason, the district must notify the employee that the leave is designated and will be counted as FMLA leave.

Certification: The district may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The district may require second or third medical opinions (at the district's expense) and periodic recertification of a serious health condition. The district may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. The district may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, the district may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

410.06 - CERTIFICATED EMPLOYEE JURY DUTY LEAVE

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Certificated employees will receive their regular salary. Any payment for jury duty shall be paid to the school district. If the employee is excused from jury duty during the first half of the day, the employee is expected to return to work for the afternoon.

Legal Reference: Neb. Statute 25-1640

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

410.07 - CERTIFICATED EMPLOYEE MILITARY SERVICE LEAVE

Certificated employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above certificated employees who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as he or she:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
2. If absent more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
3. If absent more than 180 days, by submitting an application for reemployment within 90 days after the completion of service.

Such person shall not be discharged without justifiable cause within one year after reinstatement if the person's period of military service before the reemployment was more than 180 days. Such person shall not be discharged without justifiable cause within 180 days after the date of reemployment if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

An employee reemployed after military leave will be treated as not having incurred a break in service. Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166
79-838
38 U.S.C. §§ 4312, 4313, 4316, 4317
20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

411 - Other Certificated Employees

411.01 - SUBSTITUTE TEACHERS

The Board of Education recognizes that there are times when extraordinary conditions warrant that the Superintendent of School hire temporary personnel in advance of official action by the Board of Education in order to insure the continuity of the district's functions and programs. The superintendent shall notify the board as soon as possible if a temporary employee has been assigned.

Retired Teachers: The Board of Education may employ a retired teacher temporarily or on a full time basis according to the terms prescribed by law.

Part Time Personnel: Teachers employed less than full-time will be contracted and compensated on a basis of computed percentages of full-time equivalency. The teacher will be paid for class periods taught, and will be paid for the percentage of planning period equal to the percentage of full-time employment for which he or she is contracted.

Since part-time compensation is calculated on a basis of percentage of the employment day during which students are in attendance, as opposed to the work day of full-time employees, part-time teachers will be expected to attend staff meetings and assume an equal share of supervisory duties as directed by the building principal. All part-time certified personnel will receive fringe benefit compensation (insurance) and sick leave on the same percentage basis as they are employed, if they are employed at least .40 FTE according to Blue Cross Blue Shield.

The calculation of percentage of full-time at the high school and at the middle school will be determined by the fraction resulting from periods taught and the number of periods in the instructional day, the percentage of a planning period is determined by dividing the number of periods taught by the number of periods, minus, one, in the instructional day.

The elementary school is not easily divided into periods or blocks or time, nor is a definite planning time set aside. Part-time employment will be compensated on a basis of a percentage of a full teaching day of six hours, according to the following scale: 1. One hour per day = 20% 4. Four hours per day = 78% 2. Two hours per day = 39% 5. Five hours per day = 97% 3. Three hours per day = 58%

Substitute teachers are to be selected by the principals from a list of substitutes previously approved by the superintendent. The amount of pay is to be set periodically by the Board of Education. Substitute teachers shall be paid at a rate competitive with other school systems.

All substitute teachers must be selected or approved by the administration. A valid certificate must be on file and registered with the Hemingford Superintendent of Schools before a

substitute can work. A substitute teacher shall be considered to be serving as a long-term substitute when covering the absence of the same teacher in excess of ten consecutive contract days. The Superintendent of Schools may place a substitute teacher on long-term standing when he or she has information that can determine an extended absence will be necessary. The superintendent may also place a long-term substitute on the regular salary schedule under contract when the absence continues for an indefinite period of time.

The wages of long-term substitutes will be set at the calculated daily rate of Column A, Step 1 of the salary schedule in the negotiated agreement (starting daily wage of a first-year teacher). Substitute teachers will not participate in the health and welfare plans or other fringe benefits of the school district.

Cross Reference: 406.01 Certificated Employee Defined
406.02 Certificated Employee Qualifications, Recruitment and Selection

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised: 7-15-2024

411.02 - SUMMER SCHOOL CERTIFICATED EMPLOYEES

When the need for instructors arises to teach district approved summer classes, such positions shall be made known to all staff members, so they may make application for such teaching opportunities. No salary or fringe benefit programs in effect during the regular term shall apply for these special teaching assignments. The superintendent shall recommend salary considerations based upon a daily or hourly pay.

Selection of staff shall be by the building principal with approval of the superintendent.

Cross Reference: 604.02 Summer School Instruction

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

411.05 - STUDENT TEACHERS

The selection of students and the requirements for qualifications shall be the responsibility of the college in which the student is enrolled.

The school district assumes the obligation to provide apprentice teaching opportunities for student teachers from nearby colleges and universities. A student teacher is defined as a teacher trainee, an observer, or an intern. The superintendent and building principals shall determine the number of trainees that shall be placed in the schools at any one time. Care should be taken to see that no school or teacher is overburdened by the placement of student teachers. The responsibility for assigning and coordinating the student teacher program shall be delegated to the building principals.

The Board directs the Superintendent to implement this policy in a manner which will ensure that the student teaching in the district will be a very meaningful, beneficial activity for both the school and the student teacher.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

411.50 - HOME TEACHERS

When required by an extended disability of a district student, one or more teachers may be assigned to assist with the home schooling of the student. The teacher(s) shall be reimbursed on an hourly basis at the rate approved by the Superintendent of Schools.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

411.51 - ADULT EDUCATION TEACHERS

Opportunities for teaching adult education classes shall be made known to the regular school staff. Regular district staff may be employed to instruct in the adult education program if it in no way detracts from their district teaching responsibilities.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

411.52 - CERTIFICATED CONSULTANTS

The Board of Education encourages the use of consultants when it is clear they can provide valuable and necessary specialized services not normally required on a continuing basis and which cannot be provided by district personnel because of limitations of time, experience or knowledge. Funds for consultant help should be provided for in planning specific projects or programs and will be charged to that particular budget category.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised:

411.53 - EMPLOYMENT OF COACHES/SPONSORS FROM OUTSIDE THE REGULAR STAFF

When coaching and sponsorship positions cannot be filled from regular staff members, the superintendent and activities director shall secure coaches/sponsors from outside the regular district staff.

All coaching and activity sponsorships are “at-will” employment. In making determinations for filling positions, the activities director and superintendent may consider the overall educational and competitive experience for student athletes and activity participants, along with other factors impacting the successful operation of the program along with the other operations of the school district.

Approved:
Reviewed: 07/11/2022, 7-15-2024
Revised: 7-10-2023

412 - Support Staff - General

412.01 - SUPPORT STAFF DEFINED

Support staff are employees who are not administrators or employees in positions which require a Nebraska Department of Education teaching certificate and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time. Full-time school nurses are often included at the board's discretion as certificated staff.

Employees may be required to secure a license to hold a particular position. Any license so required will be identified on the job description. If the school district requires an employee to secure a license the cost of obtaining the license will be the responsibility of the school district.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for support staff positions. Job descriptions may be approved by the board.

All support staff employees are considered “at will” employees who may end their employment with the district at their will or whose employment with the district can be ended at the will of the district. All support staff employees will be required to sign an “at will” employment agreement indicating their awareness and acceptance of the “at will” status of their employment.

Cross Reference: 406.01 Certificated Employee Defined
413.03 Support Staff Group Insurance Benefits

Approved:
Reviewed: 07/11/2022, 8-12-2024
Revised: 7-10-2023

412.02 - SUPPORT STAFF QUALIFICATIONS, RECRUITMENT, AND SELECTION

Managing the qualifications, recruitment and selection of candidates for these positions shall be the responsibility of the superintendent or designee who shall confer with principals and other supervisory personnel in making a selection.

Persons interested in a support staff position shall have an opportunity to apply and qualify for support staff positions in the school district without regard to age, race, creed, color, sex, national origin, religion, disability, veteran status, pregnancy, or childbirth or related medical condition. Job applicants for support staff positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state or other license or certificate, if required, for the position.

All vacancies shall be made known to the present staff. Anyone qualified for a position may submit an application.

Announcement of the position shall be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from, and completed applications shall be returned to, the central administration office. A standard application form shall be developed for these positions to ensure the enforcement of non-discrimination employment procedures. A signed release shall be obtained from the prospective candidates authorizing reference and background checks.

Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who directly supervises and oversees the position. The interviewer shall work from a written list of interview questions, using the same set of questions for each applicant. Gaps in the applicant's employment record will be questioned and checked.

In the initial employment process, including on the initial application, the applicant shall not be asked to disclose, orally or in writing, information concerning the applicants criminal record or history, until it has been determined that the applicant meets the minimum employment qualifications. This does not prohibit the requirement to disclose an applicant's criminal record or history relating to sexual or physical abuse. Following a determination that the applicant meets minimum employment qualifications, a criminal history information check and questions regarding the applicant's criminal record or history are allowed.

Multiple reference checks may be made by telephone and a standard list of questions should be used in the screening process. These reference checks will be documented and filed with the employee's records.

Prior to hiring any person, the district may conduct background checks regarding the applicant's fitness for employment.

The superintendent shall notify the board of new support staff hires.

Legal Reference:	Nebraska Statute 79-501 79-802
Cross Reference:	402.01 Equal Opportunity Employment 402.02 Employee Orientation 404 Employee Health and Well-Being

Approved:
Reviewed: 07/11/2022, 8-12-2024
Revised:

412.04 - SUPPORT STAFF LICENSING/CERTIFICATION

Employees may be required to secure a license to hold a particular position. Any license so required will be identified on the job description. If the school district requires an employee to secure a license the cost of obtaining the license will be the responsibility of the school district.

Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Nebraska Department of Education for the position.

Approved:
Reviewed: 07/11/2022, 8-12-2024
Revised:

412.05 - SUPPORT STAFF ASSIGNMENT

Determining the assignment of each support staff is the responsibility and sole discretion of the superintendent. In making such assignments each year the superintendent shall consider the qualifications of each support staff and the needs of the school district.

The administration will determine work schedules for support staff personnel in the various job areas. These hours may vary depending on the needs of the school district. Regular duty hours will be described on the wage agreement for each position, but the administration reserves the right to change or alter the work schedules at any time to meet the needs of the school district.

It shall be the responsibility of the superintendent to assign support staff and report such assignments to the board.

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed: 07/11/2022, 8-12-2024
Revised:

412.06 - SUPPORT STAFF TRANSFERS

Determining the location where a support staff member's assignment will be performed is the responsibility of the superintendent. In making such assignments each year the superintendent shall consider the qualifications of each support staff member and the needs of the school district.

A transfer may be initiated by the employee, the principal or the superintendent.

When support staff vacancies are to be filled, preference will be given to qualified applicants from within the school system, provided their qualifications (proven and potential), ability, training, experience, and personal characteristics are equal to those of other applicants. However, the best qualified from among all who apply within and without the school system will be selected.

Each employee will be assigned to a specific position at the direction of the administration and may be transferred to any other position as the administration may direct. Any employee who changes or is changed to a different work classification shall have his/her hourly pay rate changed accordingly. The convenience and wishes of the individual employee will be honored to the extent they do not conflict with the best interests of the school district.

It shall be the responsibility of the superintendent to transfer support staff and report such transfers to the board.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994)
42 U.S.C. §§ 12101 et seq. (1994).

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised:

412.07 - SUPPORT STAFF EVALUATION

All support staff may be evaluated by one or more supervisors. The written results of these evaluations will be compiled and given to the superintendent.

Supervision: All support staff employees will have at least one supervisor. The supervisor will be listed on the job description. These supervisors may include: head custodian, director of transportation, head cook, head coach/sponsor, activities director, principal, instructional services director, or superintendent. However, the overall supervision of the support staff is the responsibility of the superintendent.

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised: 7-10-2023

412.50 - SUPPORT STAFF DEVELOPMENT

Support staff personnel may be from time to time asked to attend meetings, conventions, workshops, etc. To improve their job skills. Employees attending such meeting will be given credit for their absence. Expenses for such meetings will be the responsibility of the school district.

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised:

412.51 - SUPPORT STAFF SECURITY/CREDIT CHECK

Before employment may begin, bus drivers will have past driving records examined, their state driving record, past drug test record examined, and previous employment records examined. A pre-employment drug test shall also be required of all bus drivers. References will be required of any applicant for non-certificated positions.

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised:

412.52 - SUPPORT STAFF SUPERVISION OF STUDENTS

Support staff personnel may exclude students from the school buildings and school grounds of the district at times other than regular school hours. Support staff personnel will be expected to do so when a student or group of students is apparently not under the supervision of a teacher.

Support staff personnel are not to assume the responsibility of supervision of students before and after regular school hours.

Support staff personnel are not to admit any students or unauthorized persons to enter the buildings or rooms in the buildings without specific directions from the superintendent or building principal.

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised:

413 - Support Staff Compensation and Benefits

413.01 - SUPPORT STAFF COMPENSATION

The board shall have the authority to determine the compensation to be paid for the support staff positions, keeping in mind the education and experience of the support staff member, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

Support staff shall be classified as:

Regular employees: Employees who are employed at least 30 hours per week on a year round basis.

School time employees: Employees who are employed at least 30 hours per week during the time school is in session.

Part time employees: Employees who work less than 30 hours per week.

The superintendent or designee shall hire support staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations.

Cross Reference: 412.03 Support Staff Contracts
413.02 Support Staff Wage and Overtime Compensation

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised: 07/10/2023

413.01R1 - SUPPORT STAFF COMPENSATION GUIDELINES

The Board of Education desires to maintain a quality work staff and will provide compensation at an adequate level to attract and keep quality support staff employees. In determining compensation for support staff, the board will take into account the responsibilities of the position, the qualifications required, past experience of the individual, and years of service to the district.

A wage schedule is established to provide a guide for paying new employees and a method of rewarding present employees for their service to the school. The superintendent will adjust the wage schedule as necessary to comply with changes in statute and labor market conditions. When positions are transitioned to FLSA-exempt status, compensation will be adjusted to a salaried basis.

All employees will be paid on the fifteenth of each month for the hours worked the previous month. If the fifteenth falls on a Saturday or Sunday, payroll checks may be issued on the preceding Friday.

Employees will be expected to accurately report hours worked through district software used for time reporting.

All deductions, as required by law, will be deducted from the payroll check. Other deductions, such as annuities, may be established by the employee. A certificate signed by the employee and on file with the business manager will be required to establish other deductions. All changes involving payroll deductions or stoppage of deductions must be submitted in writing to the business manager by the first of the month for it to be in effect for the next payroll on the fifteenth of the month.

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised: 07/10/2023

413.02 - SUPPORT STAFF WAGE AND OVERTIME COMPENSATION

Hours in excess of forty (40) hours per week will be considered overtime and will be paid at one and one-half times the regular established pay rate. Compensation time may be granted at the discretion of the superintendent at the rate of one and one-half hours for each hour of overtime. All overtime must have prior approval of the superintendent.

Each non-exempt employee will be expected to accurately report hours worked through district software used for time reporting. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the superintendent or designee to maintain wage records.

Legal Reference: 29 U.S.C. §§ 206 et seq. (1994).
29 C.F.R. Pt. 778 (1968).

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised: 07/10/2023

413.04 - SUPPORT STAFF WORKERS' COMPENSATION

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

The superintendent shall be responsible for implementing the workers' compensation plan and shall annually review the costs and performance of the plan with the board, making recommendations for changes as necessary.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
905 Safety Program

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised:

413.05 - SUPPORT STAFF RETIREMENT CONTRIBUITON PROGRAM (NPERS)

Retirement: Employees working 15 hours a week or more in District #10 shall participate, as required by law, in the Nebraska Public Employees' Retirement System. Employees have 9.78% of their salary deducted for state retirement. Additional money for the retirement is provided by legislative appropriation and mandatory contribution from the school district. The school district matches the employee contribution by 101%.

The methods for determining retirement benefits have been revised periodically by the Nebraska Legislature. Therefore, each employee is encouraged to contact the Nebraska Retirement System to verify years of experience and to determine his/her particular benefit.

For information write to: Nebraska School Retirement System P.O. Box 94816 Lincoln, NE 68509

Cross Reference: 707.01 Payroll Procedures

Approved:
Reviewed: 08/15/2022, 8-12-2024
Revised:

414 - Support Staff Termination of Employment

414.01 - SUPPORT STAFF RESIGNATION

Employees who do not plan on returning the following school year or plan on resigning during the school year should notify the superintendent at least two (2) weeks in advance of the resignation date so that a suitable replacement can be found. Employees who provide this courtesy of advance notice will be considered to have left the school system in good standing.

Reapplication/Unemployment Compensation: Non-teaching employees who apply for unemployment compensation payments during normal school vacations (i.e., Christmas or summer vacations) shall be presumed to have withdrawn their application for employment with the Hemingford School system. In order to be considered for future employment with the Hemingford school system such persons must reapply for employment. Such persons shall receive the same consideration as other new applicants.

The superintendent will determine and make recommendations to the board when a reduction in support staff positions is necessary. Before terminating the employment of an individual because of a reduction in support staff positions, all options for transfer or reassignment will be used. When possible support staff reduction will be made through natural attrition due to retirement or resignation.

Approved: 07/08/1996
Reviewed: 8-12-2024
Revised:

414.03 - SUPPORT STAFF SUSPENSION, DISMISSAL AND DISCIPLINARY ACTION

The superintendent or designee shall hire support staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations.

Support staff may be terminated by the superintendent at his or her discretion.

Other forms of progressive discipline may be used before termination of the employee. These may include but not be limited to counseling, written reprimand, or suspension without pay.

Approved:
Reviewed: 8-12-2024
Revised: 7-10-2023

415 - Support Staff Vacation and Leaves of Absence

415.01 - SUPPORT STAFF VACATIONS, HOLIDAYS AND PERSONAL LEAVE

The board shall determine the amount of vacation, holidays and personal leave that will be allowed on an annual basis for Support Staff.

Regular full-time employees are provided the following paid holidays.

1. January 1
2. Friday before Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Day after Thanksgiving
8. Christmas Day

School Time Employees are provided the following paid holidays.

1. January 1
2. Friday before Easter
3. Labor Day
4. Thanksgiving
5. Christmas

Vacations: Regular full-time employees will be provided with vacation time. Effective September 1, 1996 employees will be granted a day or more each month for vacation. This may be accumulated or may be used as it is granted. Vacation days cannot accumulate to more than 20 days. Employees may be paid in lieu of vacation. No more than ten (10) days may be paid in a school year. A school year is defined as September 1 to August 31.

Employees who wish to be paid in lieu of taking vacation must notify the superintendent by July 1 of how many days they wish to take payment for. Payment for the vacation days can be taken any time after September 1 until January 1 following the notification July 1. Payment will be based upon the hourly wage prior to July 1.

Vacation days may be used to extend holiday vacations with permission of the superintendent. Work requirements and schedules of District #10 will take precedence over the convenience of the employee. Employees who have less than seven years of employment prior to September 1 will be given one (1) day per month for vacation.

Employees who have more than seven (7) years of employment by September 1 will receive 1.25 days per month for vacation. Employees, who have more than fifteen (15) years of service

prior to September 1, will receive 1.5 days per month for vacation. All requests for vacation days must be filed with the superintendent of schools through the business manager. The business manager will keep record of all vacation days each employee has used or has accumulated. Employees may carry forward those days accumulated prior to September 1, 1996.

The Board of Education recognizes that from time to time employees because of illness, injury or personal reasons will be required to be absent from work. Because of the nature of their relationship with students and other employees, it is not expected of employees to report to duty with infectious diseases. Therefore, the Board will provide a plan for leaves and absences designed to help members of the support staff maintain their physical health and discharge necessary and important obligations.

All support staff personnel after absence from duty shall file a certificate with the business manager indicating the reason for the absence, the date or dates of the absence, and the type of leave granted. This certificate shall also be signed by the Superintendent of Schools. The business manager shall maintain all necessary records of absences and accumulated sick leave. Employees shall make all necessary arrangements with their immediate supervisor prior to the absence for medical appointments and funerals. The certificate will be filed prior to or immediately after the absence. Sick leave taken for death in the immediate family must be arranged with the Superintendent of Schools. Only under special circumstances will more than five days of sick leave be allowed for death or illness in the immediate family.

Sick leave taken for serious illness in the immediate family must also be arranged by the Superintendent of Schools. Any special circumstance not specifically covered by the policies concerning leaves shall be decided by the Superintendent of Schools.

Personal Leave: Regular full-time employees are allowed 2 days of personal leave to attend to business that normally cannot be conducted after work or on weekends. School time employees, 10-month secretaries and part time employees are allowed 3 days of personal leave during a normal work year. Personal leave may be taken to attend the funeral of friends or relatives not part of the immediate family. Employees should be judicious in their use of personal leave.

Other Leave: Employees may request through the Superintendent of Schools to be excused from work for a period of time as agreed upon by the employee and superintendent. This leave will be without pay. This leave is intended only for special circumstances not covered by other paid leave days.

Support staff will be paid only for the hours they would have been scheduled for the day. Vacation shall not be accrued from year to year without a prior arrangement with the superintendent.

Cross Reference: 410.01 Certificated Empl. Vacations, Holidays and Pers. Leave
602.01 School Calendar

Approved:
Reviewed: 8-12-2024
Revised:

415.02 - SUPPORT STAFF PERSONAL ILLNESS LEAVE

Sick Leave shall be granted to employees when they are not able to perform their duties due to their own personal illness, injury, or for medical, dental, or optical examinations or treatment which cannot be scheduled outside of the normal working day. In addition sick leave shall be provided for serious illness or death in the immediate family. Immediate family is defined as spouse, child, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister -in-law, grandparent, or grandchild.

Regular full time employees are allowed 10 sick days during a school work year. Unused sick leave may be accumulated to 35 days. School time employees are allowed 5 sick days during a school work year. Unused sick leave may be accumulated to 25 days. Ten month secretaries are allowed 6 sick days during a school work year. Unused sick leave may be accumulated to 30 days.

All Support Staff Employees: A day is defined as the normal number of hours worked per day by the employee. All leaves so accumulated terminate upon resignation, retirement, or termination of employment. The Superintendent may require a physician's statement substantiating any claim for sick leave. If employment starts after the start of the normal work year, the employee's sick leave is to be prorated for the first work year of employment. The normal school work year is September 1 to August 31.

Absence caused by an injury occurring while at work will not be counted against sick leave but will be covered under workman's compensation.

Legal Reference: 26 U.S.C. §§ 2601 et seq. (Supp. 1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 404.02 Employee Injury on the Job
415.03 Support Staff Family and Medical Leave
415.08 Support Staff Unpaid Leave

Approved:
Reviewed: 8-12-2024
Revised:

415.03 - SUPPORT STAFF FAMILY AND MEDICAL LEAVE

The district will comply with all provisions of the Family and Medical Leave Act of 1993 and amendments.

Unpaid family and medical leave will be granted up to twelve (12) weeks in any twelve (12) month period to eligible support staff members for the following reasons:

1. the birth or care of a newborn child within one (1) year of the child's birth;
2. the placement or care by way of adoption or foster care with the staff member within one (1) year of the child's arrival;
3. to care for the staff member's spouse, parent or dependent child with a serious health condition;
4. if the staff member's own serious health condition prevents that employee from performing the functions of the employee's job;
5. in qualifying urgent situations arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Unpaid leave will be granted up to twenty-six (26) weeks during a single twelve (12) month period to eligible support staff members to care for a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness.

For purposes of this policy, the twelve month period is defined as a "rolling period based on the date the leave is requested to begin and looking backward at the last twelve-months of use." Requests for family and medical leave shall be made to the superintendent.

To be eligible for FMLA benefits, a district employee must:

1. have worked for the district for a total of 12 months; and
2. have worked at least 1,250 hours over the previous 12 months.

When meeting the requirements set out in the family and medical leave administrative rules, employees may be allowed or required to substitute paid leave for unpaid family and medical leave according to the terms and conditions of the district's normal leave policies. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Requests for FMLA leave shall be submitted in writing. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act. It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 29 U.S.C. §§ 2601 et seq. (1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 410.03 Certificated Employee Family and Medical Leave

Approved:
Reviewed: 8-12-2024
Revised:

Determining the 12-month previous employment eligibility:
While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the district's intention to rehire the employee after the break in service.

Spouses employed by the same employer:
Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Serious Health Condition defined:
"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider, which includes:
    a. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
        i. treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
        ii. one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
    b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
    c. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
    d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

e. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Intermittent Leave for "Instructional Employees":
Special rules apply if an employee employed "mainly in an instructional capacity" requests intermittent leave or leave on a reduced schedule because of his/her own serious health condition or the serious health condition of a parent, child, or spouse that is foreseeable based on a planned medical treatment and the employee would be gone for more than twenty percent (20%) of the working days during the period of leave. In such cases, the district may require the employee to do the following things:

1. Take leave for periods of a particular duration not to exceed the duration of the planned medical treatment.
2. Transfer temporarily to another position offered by the district for which the employee is qualified, as long as the new position has equivalent pay and benefits and better accommodates the recurring periods of leave.

An instructional employee who takes leave constituting less than twenty percent (20%) of the working days during the leave period would not be subject to transfer to an alternative position, or a requirement to be on leave for the duration of the treatment period.

An employee will be denied intermittent leave or leave on a reduced leave schedule to care for an immediate family member (spouse, child, parent) with a serious health condition or if the employee has a serious health condition, if:

1. The employee, whether requesting leave because of his/her own serious health condition or because of the serious health condition of a parent, child, or spouse fails to establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures or a continuous treatment schedule).
2. The employee, whether requesting leave for his/her own serious health condition or because of the serious health condition of a family member, fails to establish, through medical certification, that it is medically necessary for the leave to be taken intermittently on a reduced leave schedule.

Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for the placement of a child for adoption or foster care.

When intermittent leave or leave on a reduced leave schedule is requested based on planned medical treatment, the district also may alter an existing job to better accommodate the employee's need for intermittent or reduced leave. The alternative or altered position must have equivalent pay and benefits.

End-Of-Semester Circumstances
In some circumstances, the district may require instructional employees to continue their leave to the end of the academic semester within the FMLA guidelines.

Maintenance Of Health Benefits
The district is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the district may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration
Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.
An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

Notice And Certification
Employee Notice: Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the district as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the district's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for the district reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave due to a FMLA-qualifying reason for which the district has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

Employer Notice: The district will post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Additionally, the district will either include this general notice in employee handbooks or other written guidance to employees concerning benefits, or must distribute a copy of the notice to each new employee upon hiring.
When an employee requests FMLA leave or the district acquires knowledge that leave may be for a FMLA purpose, the district shall notify the employee of his or her eligibility to take leave, and inform the employee of his/her rights and responsibilities under FMLA. When the district has enough information to determine that leave is being taken for a FMLA-qualifying reason, the district must notify the employee that the leave is designated and will be counted as FMLA leave.

Certification: The district may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The district may require second or third medical opinions (at the district's expense) and periodic recertification of a serious health condition. The district may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. The district may have a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. If reasonable safety concerns exist, the district may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

Approved:
Reviewed: 8-12-2024
Revised:

415.06 - SUPPORT STAFF JURY DUTY LEAVE

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Support staff will receive their regular salary. Any payment for jury duty shall be paid to the school district. If the employee is excused from jury duty during the first half of the day, the employee is expected to return to work for the afternoon.

Legal Reference: Neb. Statute 25-1640

Approved:
Reviewed: 8-12-2024
Revised:

415.07 - SUPPORT STAFF MILITARY SERVICE LEAVE

Support staff who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above support staff who are ordered to active service shall receive an additional leave of absence will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as he or she:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
2. If absent more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
3. If absent more than 180 days, by submitting an application for reemployment within 90 days after the completion of service.

Such person shall not be discharged without justifiable cause within one year after reinstatement if the person's period of military service before the reemployment was more than 180 days. Such person shall not be discharged without justifiable cause within 180 days after the date of reemployment if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

An employee reemployed after military leave will be treated as not having incurred a break in service. Absence for any of the reasons stated above shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of the employee's employment normally to be anticipated in the employee's particular position.

Legal Reference: Neb. Statute 55-160 to 166
79-838
38 U.S.C. §§ 4312, 4313, 4316, 4317
20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267

Cross Reference: 410 Certificated Employee Vacations and Leaves of Absence

Approved:
Reviewed: 8-12-2024
Revised:

415.50 - SUPPORT STAFF TEMPORARY AND PART-TIME PERSONNEL

The Superintendent may establish temporary positions as required by changes in the workload. Salaries and length of work week shall be determined by the superintendent for temporary positions. These salaries shall be comparable to salaries paid in similar positions within the community.

Approved:
Reviewed: 8-12-2024
Revised:

Section 500 - Students

501.00 - OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

This section of the board policy manual is devoted to the board's goals and objectives for assisting the students of the school district in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series. It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use it and its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.

The board supports the delivery of the education program and services to students free of discrimination based on race (including skin color, hair texture, and protective hairstyles), color, national origin, sex, disability, religion or marital status, sexual orientation or gender identity and provides equal access to the Boy Scouts and other designated youth groups. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management, and educational processes of the school district.

This section of the board policy refers to the term "parents" in many of the policies. The term parents for purposes of this policy manual shall mean the legal parents. It shall also mean the legal guardian or custodian of a student and students who have reached the age of majority or are otherwise considered an adult by law.

Inquiries by students regarding compliance with equal educational opportunity laws and policies, including but not limited to complaints of discrimination, shall be directed to the Compliance Coordinators or the building principal.

Inquiries may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box

94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112 or by email to OCR.KansasCity@ed.gov. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, during an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: Sect. 504 of the Rehabilitation Act of 1973
20 U.S.C. §1681 et seq. (1994)
34 C.F.R. §104 et seq.
34 C.F.R. §160 et seq.
Neb. Statute 79-2,114 et seq. (Neb. Equal Opportunity in Education Act).

Cross Reference: 100 District Organization and Basic Commitments

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502 - Student Admissions

502.01 - RESIDENT STUDENTS

Children who are residents of the school district community will attend the school district without paying tuition. Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

The residence of a student means the place, abode, or dwelling of the student. Generally, the legal dwelling of minors is the same as their parents. However, a student may establish a dwelling with someone other than the parents and attend public school in the school district without paying tuition if the primary purpose for residing in the school district is not for the purpose of obtaining a free public education.

Children of military families may enroll preliminarily in the district if a parent presents evidence of military orders that the military family will be stationed in this state during the current or following school year. A student of a military family shall be admitted to the school district without charge upon arrival in Nebraska. When any person is on active duty as a member of the United States Army, Navy, Marine Corps, or Air Force in the State of Nebraska and is residing on federally owned property, any child of school age of that active duty member who also resides on that property shall be considered a resident of the school district where that property is located in accordance with the statutes. This also applies to children of parents employed by the federal government and residing with their parents on the property of national parks or national monuments within this state.

Each case involving the determination of residence of a student will be decided upon its individual merits by the superintendent. Payment of tuition will not be required in cases where the resident student would otherwise be denied free common school privileges. The burden of proof to supply the necessary documents to demonstrate legal residence shall rest with the person claiming legal residence in the district. The superintendent or designee shall determine the specific documents required for collecting enrollment, admission, and related information needed for any student to attend and they may be provided through electronic means or other means specified by the Nebraska Department of Education.

Legal Reference:	Neb. Statute 79-215	
Cross Reference:	101	District Organization and Basic Commitments
	503	Student Attendance
	801	Transportation

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.02 - NONRESIDENT STUDENTS/OPTION ENROLLMENT

Students who are eligible to attend a Nebraska public school but who are not legal residents of the school district may be admitted into the school district in accordance with the option enrollment program authorized by state statutes. Option enrollment students shall be accepted without charge. The option shall be available once during elementary school, once during middle school or junior high school, and once during high school for a total of three times.

Applications: Application for option enrollment should be made between September 1 and March 15 for enrollment during the following and subsequent school years. Upon agreement of the school boards of the resident district and the option (receiving) district, deadlines for application and approval of the option may be waived. Following the March 15 deadline, applications requesting admittance must contain a release approval from the resident school district, 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,

When No Release Approval is Required: The application for option enrollment does not require a release from the resident district or the option school district the student is attending at the time of such application, and the receiving district the student is applying to attend has forty-five days to issue acceptance or rejection if:

1. after February 1 the student relocated to a different resident district, or
2. the student's option district merged with another district effective after February 1, and
3. the student's attendance would occur during the next immediate and subsequent school years.

Initial Decision for Acceptance or Rejection: The option school district the student is applying to attend shall provide the resident school district, and if applicable, the option school district the student is attending at the time of such application, with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission. If the district rejects an application for a student to option in or out, the district will provide notification by certified mail to the parent/guardian of the specific reasons for rejection including a description of services and accommodations required that the district does not have the capacity to provide and the process for appealing the decision to the State Board of Education.

Attendance at Option District: In general, the option student shall attend the option district until graduation unless the student relocates in a different resident school district,

transfers to a private or parochial school, or chooses to return to the resident school district, or options into a subsequent option school district, except that no student may use the enrollment option program other than as provided in state statutes. No option student shall attend an option school for less than one year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end of his or her senior year, transfers to a private or parochial school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district or the previous option school district the student was attending immediately prior.

Setting Standards for Acceptance or Rejection of an Option Request: Such standards shall not include the failure to meet the March 15 deadline. The option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

The board shall adopt a resolution and publish its specific standards for acceptance and rejection of applications as an option school prior to October 15th of each school year for the next school year. Standards will conform to those set forth by state statute. These may include the capacity of a program, class, grade level, or school building. The board shall also adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet the March 15 deadline.

Capacity for the district's special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee. If the district receives an option enrollment application indicating the student has an individualized education program under the Individuals with Disabilities Education Act or may be eligible to receive special education or related services, it shall be evaluated to determine if the appropriate class, grade level, or school building in the district has the capacity to provide the student with the appropriate services and accommodations.

An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The application may be rejected if it is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to

the School District within the timelines indicated; or in the event acceptance of the application is not required by law.

Option Priorities: An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.

Acceptance or Rejection Procedures: The option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

If an application is rejected by the option school district or if the resident school district rejects a request for release, the rejecting school district shall provide written notification to the parent or guardian stating (a) the specific reasons for the rejection including, for students with an individualized education program under the Individuals with Disabilities Education Act,, or with a diagnosed disability as defined in section 79-1118.01, a description of services and accommodations required that the school district does not have the capacity to provide, and (b) the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

The parent or legal guardian may appeal a rejection to the State Board of Education by filing a written request, together with a copy of the rejection notice, with the State Board of Education. Such request and copy of the notice must be received by the board within thirty days after the date the notification of the rejection was received by the parent or legal guardian. The hearing shall be held in accordance with the Administrative Procedure Act and shall determine whether the procedures of sections 79-234 to 79-241 have been followed. Any rejection based upon capacity limitations established under section 79-238 shall be the responsibility of the school district to prove in any appeal filed with the state board.

Reporting to the Department of Education: The district shall provide to NDE required information relating to all applications rejected by the option school district. Such information shall include, but not be limited to, (a) the number of applications rejected in each public school in such district, (b) an explanation why each application was rejected, and (c) whether each application for option enrollment indicated that the student had an individualized education program under the Individuals with Disabilities Education Act or had been identified as a student with a disability as defined in section 79-1118.01.

Nonresident Students: Nonresident students not going through option enrollment may also be admitted under a contract with the student's resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per-pupil cost of the school district as computed by the superintendent.

Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

Transportation: The district may choose to provide transportation to the option student in the same manner as for resident students and may choose whether or not to charge the parents of those option students a fee to recover the district's costs for the transportation. Any such agreement shall require that the parent or guardian of the option student reimburse Hemingford Public Schools for such transportation at an agreed fee which shall be sufficient to recover the additional costs incurred by Hemingford Public Schools for such transportation. An option student may be transported for no fee, provided the student meets the assigned bus at a pick-up location within a regular assigned route and the bus is not at capacity as determined by the administration.

Any transportation services provided to an option student may be discontinued in the sole discretion of the administration or School Board, as the School Board does not authorize the granting of a continuing right to transportation to any option student. Two weeks' notice of discontinuance of transportation services will be provided when determined by the administration to be practicable.

All option students who qualify for free lunches are eligible for either free transportation or the reimbursement of transportation costs from the school district as provided by state statute. Students receiving special education services shall receive transportation services as provided in the student's Individualized Education Plan.

Legal Reference:	Neb. Statute 79-215	
	79-232 to 246	
	NDE Rule 19.008	
Cross Reference:	503	Student Attendance
	801	Transportation

Approved:
Reviewed: 09-16-2022
Revised: 08-14-2023, 7-15-2024, 11-11-2024

502.03 - ENTRANCE ADMISSIONS

Children in the school district community will be allowed to enroll in the school district's regular education program beginning at age five. The child must be age five on or prior to July 31 to participate in the school district's kindergarten program or beginner grade, or be admitted under exceptions provided by state statute.

The board shall require evidence of age and residency in the form of a birth certificate or other evidence before the student may enroll in the school district's education program. It shall be within the discretion of the superintendent to determine what is satisfactory evidence for proof of age.

Evidence of Birth Date: Upon enrollment of a student in the Hemingford Public Schools, the parent or legal guardian of any child in pre-school to grade 12 shall furnish: (1) A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced.

The administration shall notify the person enrolling the student of the requirement that state law further requires that such proof of identity and age be given to the school within thirty days of enrollment (if enrollment without such has been allowed). If this requirement is not met, the administration shall give another notice to the person enrolling the student that unless he or she complies within ten days, the matter shall be referred to the local law enforcement agency for investigation. Any affidavit received as proof of the child's identity and age that appears inaccurate or suspicious in form or content shall be reported immediately to the local law enforcement agency by the school.

Prior to enrollment, the child must provide the administration with proof of a physical examination and immunizations as required by law and the respective policies of this district. Failure to provide this information shall be reason for denying admission to the student under statute 79-217.

Legal Reference: Neb. Statute 79-214 et seq.

Cross Reference: 503.01 Compulsory Attendance
508.01 Student Health and Immunization Checkups

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.03R1 - SAMPLE TEN DAY LETTER FOR EVIDENCE OF BIRTH

(This is to be typed on school stationery)

Date _____

RE:_____
(Student(s) Names)

Dear :

You were previously notified that you must provide either (a) a certified copy of your student's birth certificate or (b) other reliable proof of the student's identity and age accompanied by a notarized affidavit explaining the inability to produce a copy of the birth certificate, within thirty days of the student's enrollment. You have not given us these documents as of this time. In accordance with Nebraska state law 43-2001 through 43-2012, you are hereby notified that the matter will be turned over to the local law enforcement if you fail to provide the required documentation within ten days. Please let us know if you have questions or if we can be of assistance.

Sincerely,

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.05 - STUDENT TRANSFERS IN

Children shall be accepted for enrollment in all grades of the school system at any time upon presentation of acceptable certificates of record from their former school and upon presentation of acceptable proof of their legal residence in the district. It shall be at the superintendent's discretion to decide what constitutes acceptable proof of residence.

In addition, nonresident students meeting requirements of the open enrollment laws and the Nonresident Students policy may transfer to this district for a minimum of one year.

Students must present evidence of physical exams, immunizations and other requirements as stated by other policies of the district.

Students expelled or suspended from their previous school will only be enrolled at the recommendation of the superintendent.

Legal Reference:	Neb. Statute 79-232	
	79-526	
Cross Reference:	502	Student Admissions
	508	Student Health and Well-Being

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.06 - STUDENT TRANSFERS OUT

If the student's parents wish to transfer the student from school prior to completing and graduating from the education program, they shall notify the superintendent as soon as possible of the decision. The student or parent should present this written notice at the office and receive instructions regarding the return of textbooks, library books, locker equipment, hot lunch tickets and completion of grade records. The notice shall state the student's final day of attendance.

If the student is not enrolling in another school district, the school district shall maintain the student's records in the same manner as the records of students who have graduated from the school district.

If the parents wish to have the student's cumulative record sent to the new school district, the parents shall notify the superintendent in writing. This notice shall include the name of the school district and the person at the new school district to whom the student's cumulative records should be sent. If the new school district requests the student's cumulative records, the school district will forward the cumulative records and notify the parents the records have been sent.

Withdrawal and Transfer Procedure

The procedure for withdrawal or transferring is as follows:

1. Secure authorization withdrawal or transfer note from the parent or guardian.
2. Obtain appropriate forms from the guidance office or principal's office.
3. Have the forms filled out by teacher, return all school books and property, and make sure all fees are paid.
4. Take completed forms to the guidance or principal's office for final clearance.

Cross Reference:	503.01	Compulsory Attendance
	507	Student Records

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.07 - STUDENT RE-ENTRY TO SCHOOL

A student who has transferred to another school under the open enrollment procedures may be readmitted to his or her district of residence at any time after one school year.

The student may not return prior to one year except at the mutual agreement of both the resident and option school districts.

Legal Reference: Neb. Statute 79-237

Cross Reference: 502 Student Attendance

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.08 - EXCHANGE AND FOREIGN STUDENT ADMISSIONS

Foreign exchange students must reside in the district or must apply for enrollment under provisions of the enrollment option statutes. No foreign exchange student will be enrolled in the district until the foreign exchange student has provided the district with all records and information requested by the district. Foreign exchange students must also comply with any health requirements imposed by state or other governing laws and according to district policies.

Foreign exchange students must be sponsored by an organization recognized and endorsed by the Council on Standards for International Educational Travel. Foreign exchange students must not have graduated from high school (or an equivalent educational institution) prior to enrollment in the district.

Foreign exchange students completing twelfth grade in the district will be provided with an honorary diploma. If a foreign exchange student wishes to receive a District High School Diploma, the student must make application to the school principal at the time of enrollment, and must successfully complete district graduation requirements.

Legal Reference: Neb. Statute 79-215

Cross Reference: 508 Student Health and Well-Being

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.10 - ASSIGNMENT OF NEW STUDENTS TO CLASSES AND GRADE LEVELS

New students entering from schools recognized and approved by the Nebraska Department of Education will initially be placed in grades and classes on the basis of their grade placement/credits in the school from which they are transferring. The district administration, through academic achievement tests and other evaluation measures as necessary, will determine the appropriate grade level/credit status of students transferring from schools that have not been approved by the state department of education.

Previous high school work will be validated for a high school student by successfully completing a higher level unit in this district's high school for every unit completed in a non-accredited high school; i.e., completion of a second unit mathematics would validate the mathematics credit transferred. If no successive course work is pursued to validate the credit, similar or equivalent work will be evaluated at the discretion of the principal. Students entering or reentering the district from another district will be allowed to attend regular classes the day following the completion of the registration process.

Cross Reference: 601 Goals and Objectives

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

502.11 - ASSIGNMENT OF CONTINUING STUDENTS TO CLASS

Pupils will be enrolled in grades and classes in which they can be expected to master established district instructional/learning objectives. All pupils who are included under the compulsory school attendance law must be enrolled and required to attend all classes prescribed by the state and the district Board of Education unless exempt by the school authorities.

Pupils will be assigned to the grade level in elementary and middle schools, or be enrolled in classes recommended by the principal consistent with state guidelines, the recommendations of teachers, through academic achievement tests and other evaluation measures. Ability to meet district grade subject and course instructional/learning objectives will be a major factor in grade level assignment.

High school students will be classified in certain grades according to the following criteria:

- Freshman (ninth grade student) A student in his/her first year of enrollment in a senior high school or a student with sufficient credits to expect graduation* in four years.

- Sophomore (tenth grade student) A student in the second year of enrollment in a senior high school who has earned sufficient credits to expect graduation* in three years.

- Junior (eleventh grade student) A student with two or more years of enrollment in a senior high school who has earned sufficient credit to expect graduation* in two years.

- Senior (twelfth grade student) A student with three or more years of enrollment in a senior high school who has earned sufficient credit to expect graduation* in one year.

* Students may reasonably expect to graduate if they earn the required credits by successfully completing a full schedule of classes. They may not expect graduation or a class promotion if they must gain extra credit from an overload schedule, summer school or correspondence work.

Legal Reference: Neb. Statute 79-526

Cross Reference: 100 District Organization and Basic Commitments
503 Student Attendance

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503 - Student Attendance

503.01 - COMPULSORY ATTENDANCE

Any child who will reach six years of age prior to January 1 of the current year and who has not reached eighteen years of age shall meet the requirements of mandatory school attendance. Any such child shall attend the academic program on a regular basis, unless a written request to drop the child from the school rolls is made by the parent, guardian or other person having charge, control or custody of the child.

Any child of mandatory attendance age must by law regularly attend a public, private, denominational, parochial school or a combination of such schools not less than the entire school term of the school(s) which the child attends. This does not apply to a child who has obtained a high school diploma or received a General Equivalency Diploma, completed the program of instruction offered by a non-accredited or non-approved school, has reached the age of 18, or who is at least 16 years old and whose parent or guardian has withdrawn the child from school in the manner prescribed by state statute.

Excusal from the "fulltime" requirement of the compulsory education law can be granted by the superintendent for a child between 14 and 16 years of age having completed the work of the eighth grade when legal employment due to necessity has been obtained by the student and such a request has been made by a parent/guardian.

Withdrawal To Age 6

The parent/guardian of any child who will not reach six years of age prior to January 1 of the current school year and who is enrolled, may discontinue that enrollment according to procedures provided by the district.

Minimum Age

The district will not admit any child into kindergarten unless the child will reach the age of five years on or before July 31, except as follows:

1. the board shall admit a child who will reach the age of five years by October 15 if;
    a. the parent provides an affidavit stating that the child attended kindergarten in another district, or
    b. the family will be relocating to another district that allows admission within the current year, or
    c. the child is capable of carrying the work of kindergarten which can be demonstrated through recognized assessment procedures approved by the board. Each school board shall approve and make available a recognized assessment procedure for determining if a child is capable of carrying the work of kindergarten.

The district will use the Developmental Indicators for the Assessment of Learning (DIAL-4) to meet the requirement for a recognized assessment procedure to determine if a child not 5 years of age on or before October 15 of the current year is capable of carrying the work of kindergarten. The board shall update these procedures as the board deems appropriate.

Early Withdrawal at Age Sixteen

A person who has legal or actual charge or control of a child who is at least sixteen years of age may withdraw the child from school if an exit interview is conducted as required below, or if a signed notarized release form is filed with the Commissioner of Education as required by law for a child enrolled in a school that elects not to meet accreditation or approval requirements.

The exit interview shall be conducted at the time and place selected by the superintendent or the superintendent's designee upon receiving the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age if the child is enrolled in a school operated by the school district or resides in the school district and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

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

At the exit interview, the person making the written request shall present evidence that the person has legal or actual charge or control of the child and that the child would be withdrawing due to either:

a) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
b) an illness of the child making attendance impossible or impracticable.

The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

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

a) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
b) the superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or the superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either:
    1) financial hardships requiring the child to be employed to support the child's family or dependents of the child, or
    2) an illness making attendance impossible or impracticable.

Legal Reference: Neb. Statute 79-201 et seq.

Cross Reference: 502 Student Admissions

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503.02 - STUDENT ATTENDANCE RECORDS

As part of the school district's records, the daily attendance of each student shall be recorded and maintained on file with the permanent records of the district.

It shall be the responsibility of the principals to ensure that such reports contain all information required by law and are filed with the administrative office.

Legal Reference: Neb. Statute 79-205 to 207

Cross Reference: 507 Student Records

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503.03 - STUDENT ABSENCES EXCUSED

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

Student absences approved by the principal shall be excused absences. Excused absences including documented illness shall count as days in attendance for purposes of addressing excessive absenteeism.

Students whose absences are approved shall make up the work missed and receive full credit for the missed school work, within guidelines of the student handbook. It shall be the responsibility of the student to initiate a procedure with the student's teacher to complete the work missed.

Students who wish to participate in school sponsored activities must attend school for at least one half day the day of the activity unless permission has been given by the principal for the student to be absent.

It shall be the responsibility of the parent to notify the student's attendance center as soon as the parent knows the student will not be attending school on that day. The principal may request evidence or written verification of the student's reason for absence, including a satisfactory explanation for the absence of a pupil for all or any part of the school day. The explanation may be obtained in person, by telephone, or in writing. The only justifiable absences are those listed below under justifiable.

Students continually absent without sufficient cause may be suspended from school. The responsibility for the attendance of the child in school is fixed by law, upon the parents. It will be the duty of the school to inform parents of pupils' non-attendance and report the continuous non-attendance (excess of 5 days per quarter) to the county attorney. The superintendent of schools is the official truant officer.

Types of Absences:

Justifiable: These absences are due to illness of the student, death in the family, a doctor or dentist appointment, or whenever the principal considers that exception from attendance is in the best interest of the student.

Unexcused Absences: These absences may occur with the prior knowledge and approval of the parents, but the reasons are not acceptable to the school to allow for an excused absence.

Truancy: Absences that suggest a willful and premeditated violation of attendance regulations for pupils.

Students will not receive grades for classes missed. Parents give the reasons for absences. However, by law, only authorized school authorities can excuse students from school.

It shall be the responsibility of the superintendent, in conjunction with the principal, to implement this policy.

Legal Reference:	Neb. Statute 79-209	
	NDE Rule 10.012.01B	
Cross Reference:	505	Student Discipline
	506	Student Activities
	507	Student Records

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised: 11-11-2024

503.03R1 - GUIDELINES FOR HANDLING ABSENCES AND TARDINESS

When it is necessary for a student to be absent for any reason, the parent or guardian of the student should call the school office no later than 9:00 am to verify the reason for the absence. If no phone call is received by the office, the student will be required to bring a note explaining the reason for the absence. This note must be dated and signed by a parent or guardian. If you forget your excuse, you will be asked to phone your parent to verify the reason for the absence to the principal or the secretary. If no phone call or note is received by the office, the absence will be considered truancy.

When a student returns from an absence, he/she shall report to the office for an admit slip before returning to any of their classes. If the student knows they are going to be absent ahead of time, this must be taken care of before the date(s) they will be absent and every effort must be made to make up any work ahead of time. Students missing work due to absences will have 2 days to make up work before a “0” is entered however, a grade will be entered when the work is completed/turned in so long as the work is in prior to the end of the quarter. Example: If a student misses Monday, the work is due by the end of the day on Wednesday. If a student misses Monday and Tuesday, all work is due by the end of the day on Thursday. If the student misses Monday, Tuesday, and Wednesday, all work is due by the end of the day on Friday.

When the student knows he/she is going to be absent or the absence is prearranged, all effort should be made to complete and turn in all assignments he/she will miss prior to the date of the absence. If the student does not complete the work in the required amount of time, he/she will not be given credit for the assignments that are not completed and turned in to the teacher. The student and or the student's parent/guardian may request that a homework sheet be completed and a parent/guardian may pick up the work so the student can do the work at home. If this is not possible, the student and teacher will make arrangements for the student to make up the work within the required time.

TARDINESS: A student should be in the classroom and ready for class to start at the appropriate time. If the student is tardy for class for whatever reason, the teacher will report the student tardy and assign corrective measures as necessary; however, students who are consistently tardy may be referred to the office and will make up the time missed.

Students must establish habits that allow them to be to school and all classes on time and with all necessary materials. The purpose of this guideline is to assist students who are habitually late to class and/or school to be on time by assigning consequences for tardiness. Its purpose is not to punish students who are rarely late for school and/or class who have a legitimate reason from a parent or guardian for being late.

Students who are late to school or referred to the office for being late to class and the tardy is unexcused will be assigned the following consequences:

First Offense: The student will be required to make up the time missed after school on the day they were tardy or when it is convenient for the building principal.

Second Offense: The student will be required to make up the time missed X two after school on the day they were tardy or when it is convenient for the building principal.

Third Offense: The student will be required to make up the time missed X three after school on the day they were tardy or when it is convenient for the building principal.

Fourth Offense: The student will be required to make up the time missed X four after school on the day they were tardy or when it is convenient for the building principal. This does not include students who are late do to a bus problem.

Students who are consistently late for school or classes may be excluded from school.

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised: 11-11-2024

503.04 - ADDRESSING BARRIERS TO ATTENDANCE

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center. This policy, developed and annually reviewed in collaboration with the county attorney for the district's principal office location, is an attempt to address the barriers to student attendance. This policy shall include a provision indicating how the district and the county attorney will handle those cases in which excessive unexcused absences are not due to mental or physical illness and shall state the circumstances and number of other absences or hourly equivalent upon which the school shall render all services to address barriers to attendance.

Any superintendent, principal, teacher, or member of the school board who knows of any violation of the state school attendance laws (79-201) shall report that violation to the school attendance officer within 3 days.

The superintendent shall designate an attendance officer. The attendance officer will immediately investigate the report of any child who may be in violation of the state's compulsory attendance statutes.

If any student has exceeded the number of unexcused absences as defined in the student handbook, the school shall render all services to address barriers to attendance. These services shall include the following:

1. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and

2. A meeting or meetings between the school attendance officer, school social worker, a school administrator or designee, the person who has legal or actual control of the child, and the student (when appropriate) to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:
    (i) Illness related to physical or behavioral health of the child;
    (ii) Educational counseling;
    (iii) Referral to community agencies for economic services;
    (iv) Family or individual counseling; and
    (v) Assisting the family in working with other community services.

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts it has made as required by statutes, that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and that the child has been absent more than twenty days per school year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness, either physical or mental, that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. However, the caregivers/person who is responsible for making educational decisions on behalf of the child is required to meet with the school to make sure the child is able to engage in school to the fullest extent possible and maintain their learning, and failure to engage with the school to meet the child's educational needs may result in a report being generated and referred to the County Attorney.

Students are subject to disciplinary action for excessive absenteeism including suspension and expulsion. It shall be within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of excessive absenteeism. Disciplinary action for students receiving special education services will be assigned in accordance with the goals and objectives of the student's Individualized Education Program.

The superintendent shall report to the Commissioner of Education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials other than school resource officers by the district relative to a student enrolled in the district. The superintendent shall report annually to the Commissioner the required data for the number of students who have dropped out of school.

It shall be the responsibility of the superintendent to implement this policy. The implementation may include regulations indicating the disciplinary action to be taken for excessive absenteeism.

Legal Reference: Neb. Statute 79-208 and 209
NDE Rule 10.012.01B

Cross Reference: 411.03 Attendance Officer
505 Student Discipline
506 Student Activities
507 Student Records

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised: 7-15-2024

503.05 - STUDENT RELEASE DURING SCHOOL HOURS

If for any reason a student needs to leave the building during the school day, the student is to report to the office to be excused, make arrangements to get to their destination, and sign out upon leaving the building. If a parent, a responsible member of the family, or a person designated by the parent to call in case of an emergency cannot be reached, the student will not be permitted to leave the building. Upon returning to the building, the student must sign back in at the office and obtain a pass in order to return to class.

It shall be the responsibility of the superintendent, in conjunction with the principal, to implement this policy.

Legal Reference: Neb. Statute 79-201 et seq.

Cross Reference: 505 Student Discipline
506 Student Activities
507 Student Records

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503.06 - STUDENTS OF LEGAL AGE

Students who have attained legal age (19) may continue the education program without payment of tuition as long as they have not graduated from high school, are eligible to attend a Nebraska public school and are residents of the school district.

Parents will be allowed to access and view the student's records without written permission from the student if the student is still a dependent for tax purposes. In most cases, with the discretion of the principal or the superintendent, the student will be able to make decisions and sign documents rather than requiring parental permission or signature.

Legal Reference: Neb. Statute 43-2101
79-1126

20 U.S.C. § 1232g (1994).

Cross Reference: 507 Student Records

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503.07 - PREGNANT STUDENTS

The board encourages pregnant students to continue to attend the education program as long as they are physically able to do so. The pregnant student may notify the principal or the guidance counselor as soon as she is aware of the pregnancy. The school may require that a pregnant student provide the principal with a written note from her doctor relative to special conditions that might exist and specific suggestions as to how long the student may continue to attend classes. If the student is unable to attend school because of her pregnancy, the student may be excused and arrangements made to continue her studies during her absence. The student shall resume classes upon the recommendation of her physician.

Cross Reference: 605.02 Individualized Instruction

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503.08 - MARRIED STUDENTS OR STUDENTS WITH CHILDREN

Married students residing in the district are considered to be of legal age.

The district encourages married students and students with children to complete requirements for graduation and to participate in school activities under the same terms and conditions as other students.

Legal Reference: Neb. Statute 43-2101

Cross Reference: 605.02 Individualized Instruction

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

503.09 - HOMELESS CHILDREN AND YOUTH

A homeless child or youth is defined as one who lacks a fixed, regular, and adequate nighttime residence. The term includes—
(1) Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
(2) Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
(3) Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
(4) Migratory children (as defined in section 1309 of the ESSA of 1965, as amended), who qualify as homeless because they are living in circumstances described in this definition.

This definition includes both youth who are unaccompanied by families and those who are homeless with their families. The district will comply with state and federal law as it relates to homeless children or youth.

Assurances

1. The district adopts these policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
2. The district will designate an appropriate staff person as the Local Educational Liaison (LEL) for homeless children and youths, to carry out the duties in compliance with state and federal law.
3. The district adopts these policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin. The “school of origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled. This will be done in accordance with the following, as applicable:
    a. If the homeless child or youth continues to live in the district in which the school of origin is located, the child’s or youth’s transportation to and from the school of origin shall be provided or arranged by that district.
    b. If the homeless child’s or youth’s living arrangements in the district served by the school of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another district, the school of origin and the local district in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the two districts are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

Comparable Services
Each homeless child or youth shall be provided services comparable to those offered to other students in the school in which the child is placed including transportation services, educational programs for children with disabilities and students with limited English proficiency, educational services for which the child or youth meets the eligibility criteria, such as Title I, school nutrition programs, programs in vocational and technical education, and programs for gifted and talented students.

Local Educational Liaison
The Superintendent shall serve as the district's Local Educational Liaison who will serve in tracking, monitoring and coordinating programs and activities for these children. The identity and duties of the LEL shall annually be provided to the NDE, school staff, providers and advocates of services to homeless persons, and to homeless students.

1. In general, the LEL shall coordinate:
    a. the provision of services with local social services agencies, the NDE Homeless Education Liaison, community and school personnel, and other agencies or programs providing education, social and related services to homeless children and youths and their families; and
    b. with other local educational agencies on interdistrict issues, such as transportation or transfer of school records.
2. Coordination purpose - The coordination shall be designed to:
    a. ensure that homeless children and youths have access and reasonable proximity, to available education and related support services; and
    b. raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness.
3. The LEL shall receive appropriate time and training to carry out the duties required by law and this policy, and ensure that:
    a. homeless children and youths are identified by school personnel and through coordination activities with other entities and agencies;
    b. homeless children and youths enroll in schools of the district, which includes attending classes and participating fully in school activities, and have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
    c. homeless families, children, and youths receive educational services for which such families, children, and youths are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services;
    d. the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
    e. receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports;
    f. unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL

to receive verification of such status for purposes of the Free Application for Federal Student Aid;

g. public notice of the educational rights of homeless children and youths is communicated where such children and youths receive services under the federal laws for homeless children, such as schools, family shelters, and soup kitchens;
h. enrollment disputes are mediated in accordance state and federal law; and
i. the parent or guardian of a homeless child or youth, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin and is assisted in accessing transportation to the school that is selected for the youth.

Enrollment and Placement

The district will handle enrollment and placement of homeless children in compliance with state and federal law according to the child's or youth's best interest such that it shall:

1. continue the child's or youth's education in the school of origin for the duration of homelessness—
    a. in any case in which a family becomes homeless between academic years or during an academic year; or
    b. for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
2. enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.
3. The choice regarding enrollment shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.
4. Issues of guardianship, proof of residency, and dress code requirements shall not be cause for delay or denial of enrollment. The district is not prohibited from requiring a parent or guardian of a homeless child to submit contact information.
5. If the school district is unable to determine the grade level of the student because of missing or incomplete records, the child will be placed in the appropriate grade level by the same procedures used for non-homeless children.

School Stability

In determining the best interest of the child or youth the district shall:

1. presume that keeping a homeless child or youth in the school of origin is in the child's or youth's best interest unless doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth.
2. The district must consider student-centered factors related to a child's or youth's best interest including the impact of mobility on achievement, education, health, and safety, giving priority to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth.
3. If the district determines that it is not in a child's or youth's best interest to attend the school of origin, or the school requested by the parent, guardian, or unaccompanied

youth, it must provide a written explanation of the reasons for its determination, in a manner and form that is understandable.

Enrollment Disputes

The dispute procedure must be made available for resolving disputes over eligibility, as well as school selection or enrollment. If a dispute arises over school selection or enrollment in a school:

1. the district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal the decision. It shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and include the LEL contact information. The child or youth shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute. Unaccompanied youths shall be assisted by the LEL in enrolling immediately.
2. Within thirty (30) days of receipt of the initial complaint, the LEL shall carry out the dispute resolution process in accordance with 92 NEC 19-005.002
3. The parent/guardian (or student, if applicable) may file a written appeal of the decision to the Nebraska Commissioner of Education. The Commissioner or designee may file a written response to the appeal within fifteen (15) calendar days of receipt of the appeal.
4. Within thirty (30) days of receipt of the Commissioner's decision, the parent/guardian (or student, if applicable) may file a written appeal of the decision with the State Board of Education and shall be governed by 92 NAC Rule 61.

Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. so that the records are available, in a timely fashion, when a child or youth enters a new school or school district;
2. the district will treat the student's homeless status as a Student Education Record, not deemed to be directory information; and
3. in a manner consistent with the Federal Education Rights and Privacy Act.

The LEL shall document the number of homeless children and youths receiving services, and maintain financial records regarding any federal funds used for providing such services.

Immunization Requirements

Homeless students will not be denied enrollment for lack of immunization records. The school district will make a reasonable effort to locate immunization records from the information provided or will assist the student in obtaining the necessary immunizations. Permanent exemptions for homeless students from the immunization requirement in this policy will be allowed only for reasons in accordance with the law.

Review and Revision

The district shall review and revise any policies that may act as barriers to the enrollment of homeless children and youths in the district. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the enrollment and attendance of homeless children and youths who are not currently attending school.

Legal Reference: Neb. Statute 79-215
NDE Rule 19 and Rule 61
42 U.S.C. §11431 and §11432 (McKinney-Vento Homeless Assistance Act) with amendments
20 U.S.C. §1232g Federal Education Rights and Privacy Act

Approved:
Reviewed: 9-16-2022, 9-16-2024
Revised:

504 - Student Rights and Responsibilities

504.01 - STUDENT DUE PROCESS RIGHTS

Student complaints and grievances regarding board policy or administrative regulations and other matters should be addressed to the student's specific teacher, activity sponsor or other certified employee, other than the administration, for resolution of the complaint. It is the goal of the board to resolve student complaints at the lowest organizational level.

All students will be afforded due process as guaranteed by constitutional provisions. The process will be in accordance with state laws as well as with the provisions outlined in the Board's policies and procedures on student suspension and student expulsion. Rules for student conduct and appeal procedures will also be published in the student handbook.

If the complaint cannot be resolved by a certified employee, the student may discuss the matter with the principal within 5 days of the employee's decision. If the matter cannot be resolved by the principal, the student may discuss it with the superintendent within 5 days after speaking with the principal.

If the matter is not satisfactorily resolved by the superintendent, the student may ask to have the matter placed on the board agenda of a regularly scheduled board meeting in compliance with board policy. However, the board will only directly consider appeals dealing with policies, procedures and programs. Any appeals involving issues with employees or disciplining of specific students will be passed on to the board's legal counsel to determine whether district policies and procedures were followed by the administrator in attempting to resolve the conflict.

Legal Reference: Neb. Statute 79-254 et seq.

Cross Reference:
204.10 Board Meeting Agenda
204.12 Public Participation in Board Meetings
301.04 Communication Channels
506.06 Student Publications
1005.01 Public Complaints

Approved:
Reviewed: 10/10/2022, 9-16-2024
Revised:

504.02 - STUDENT INVOLVEMENT IN DECISION MAKING

Students are in a unique position to make positive contributions to the improvement of the educational program and to the operation of a more effective school system.

The students are encouraged to use the Student Council organization to practice self government and to serve as appropriate channels for the expression of student ideas and opinions.

The Board, through the staff, will take into consideration student opinions in establishing policies which directly affect student programs, activities, privileges, and other areas of student sensitivity.

Students will be welcomed at Board meetings and granted privileges of speaking in line with such privileges extended the general public.

Cross Reference: 204.12 Public Participation at Board Meetings
506 Student Activities

Approved:
Reviewed: 10/10/2022, 9-16-2024
Revised:

504.03 - STUDENT CONDUCT

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior which interferes with the educational program, behavior which disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior which interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior which interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportionate to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook which specifically mentions the student code of conduct.

Legal Reference:	Goss v. Lopez, 419 U.S. 565 (1975). Neb. Statute 79-2,114 et seq. (Nebr. Equal Opportunity in Education Act) 79-254 et seq. (Student Discipline Act)
Cross Reference:	503 Student Attendance 506 Student Activities 1005.02 Parent Relations Goals

Approved:
Reviewed: 10/10/2022, 9-16-2024
Revised:

504.04 - STUDENT CONDUCT ON BUSES

The privilege of riding a school bus is contingent upon a student's good behavior and observance of established regulations for student conduct both at bus stops and onboard buses. Since bus transportation is provided to assist the education program, the board shall require students to conduct themselves on the bus in a manner consistent with established standards for classroom behavior.

The driver of a school bus shall be responsible for safety of the students on the bus, both during the ride and while students are entering or leaving the vehicle. Therefore, it is the bus driver's duty to notify the supervisor of transportation or the principal of the school involved if any student persists in violating the established rules of conduct.

After due warning has been given to the student and to parents/guardians, the principal may withhold from the student the privilege of riding the school bus. In such cases, the parents of the children involved will be responsible for seeing that their children get to and from school safely.

The student may also face detention, suspension or expulsion, in accordance with established policies, for flagrant violation of school bus rider conduct regulations or conduct detrimental to the safe operation of the bus.

Cross Reference: 504.03 Student Conduct
505 Student Discipline

Approved:
Reviewed: 10/10/2022, 9-16-2024
Revised:

504.04R1 - GUIDELINES FOR STUDENT CONDUCT ON BUSES

Student Conduct on School Transportation Safety of pupil passengers is primary; this overrides all other considerations.

Pupils must be well-behaved in all ways and must follow the following rules:

1. Under direction of the driver each student is to be assigned a seat and held responsible for that seat. Students in rear seats may be permitted to move forward to a second assigned seat for added comfort on the part of the route where the passenger load is lightened.
2. Pupils must be on time; the bus can wait only one minute for those who are tardy.
3. If the pupil is not going to ride the bus, he/she should contact the driver so he/she will know beforehand.
4. Unnecessary conversation with the driver is prohibited.
5. Outside of ordinary conversation, classroom conduct is to be observed by the students. Any pupil who is guilty of unbecoming conduct, of using inappropriate language and/or of abusing or casting reflections upon the driver or upon other pupils forfeits the right to ride the bus.
6. Pupils must not throw waste paper or other rubbish on the floor of the bus.
7. No pupil will at any time extend arms or head out of bus windows.
8. Pupils must not get on or off or move about within the bus while it is in motion.
9. When leaving the bus, pupils crossing a road must look both ways and make sure they can cross safely.
10. The driver is in full charge of the bus and pupils. Pupils are requested to comply promptly, cheerfully and fully with his/her requests.
11. If monitors or patrols are on duty, pupils must obey and respect their orders.
12. Any damage to the bus is to be reported at once to the driver. In case of pupil misbehavior and failure to cooperate with the driver, the superintendent or principal shall be informed. In case of continued misbehavior, the pupil may be denied transportation until a satisfactory solution is worked out with the parents of the pupil. In no case are pupils to be discharged indiscriminately from buses for misbehavior; they are to be discharged at the regular discharge points only.

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.05 - STUDENT VEHICLES

Except for those students that have permission to use vehicles during the day, they should not go to their vehicles during the school day or the lunch period.

Students are not to use any form of motorized transportation other than that provided by the school, faculty, or staff, or their own parents without specific approval from the principal. Then, the student will be allowed to go directly to and from their destination. Students who live close to school may walk home for lunch if they so choose.

The north row of parking in the south lot is reserved for elementary staff and visitors. The east row of the west parking lot is reserved for high school staff and visitors.

If a student violates good driving practices /and or drives during the lunch period without permission, they will be required to report to the office first thing in the morning to turn in their keys and will not be allowed to pick them up until school is dismissed for the day. If the problem continues, we will ask to have his/her parents bring him/her to school. If the student lives in the rural area served by the District, we will suggest that they ride the bus.

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.06 - STUDENT APPEARANCE

The board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness, grooming and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The board expects students to be clean and wellgroomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location on the school grounds or at any school function where the person is otherwise authorized to be as long as the tribal regalia does not interfere with the educational process and is not detrimental to the health or safety of the student or another person.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

Legal Reference: Hines v. Caston Sch. Corp. 651 N.E.2D 330 (1995)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethal School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Neb. Statute 79-526

Cross Reference: 501 Objectives for Equal Educational Opportunities for Students
504 Student Rights and Responsibilities

Approved:
Reviewed: 10-10-2022, 10/14/2024
Revised: 7-15-2024

504.07 - CARE OF SCHOOL PROPERTY AND VANDALISM

Students shall treat school district property with the care and respect they would treat their own property. Students found to have destroyed or otherwise harmed school district property may be required to reimburse the school district. They may be subject to discipline under board policy and the school district rules and regulations. They may also be referred to local law enforcement authorities.

It shall be the responsibility of the superintendent to implement this policy.

Cross Reference: 504 Student Rights and Responsibilities

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.08 - FREEDOM OF EXPRESSION

Student expression, other than student expression in student-produced official school publications, made on the school district premises or under the jurisdiction of the school district or as part of a school sponsored activity may be attributed to the school district; therefore, student expression must be responsible. Student expression must be appropriate to assure that the students learn and meet the goals of the school activity and that the potential audience is not exposed to material that may be harmful or inappropriate for their level of maturity.

Students will be allowed to express their viewpoints and opinions as long as the expression is responsible. The expression shall not, in the judgment of the administration, encourage the breaking of laws, defamation of persons, be obscene or indecent, or cause a material and substantial disruption to the educational program. The administration, when making this judgment, shall consider whether the activity in which the expression was made is school sponsored and whether review or prohibition of the students' speech furthers an educational purpose. Further, the expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school district.

Students who violate this policy may be subject to disciplinary measures. It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy. It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: U.S. Const. amend. I.
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethel School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).

Cross Reference: 506 Student Activities
604.10 Academic Freedom
1005.10 Distribution or Posting of Materials

Approved:
Reviewed: 10-10-2022, 10-14-2024
Revised: 11-11-2024

504.09 - STUDENT LOCKERS

Student lockers are the property of the school district. At no time does the Hemingford School District relinquish its exclusive control of lockers provided for the convenience of students. Students shall use the lockers assigned to them by the school district for storing their school materials and personal belongings necessary for attendance at school. It shall be the responsibility of students to keep their assigned lockers clean and undamaged.

To ensure students are properly maintaining their assigned lockers, the building principal may periodically inspect all or a random selection of lockers. Students may be present during the inspection of their lockers. Student lockers may also be searched in compliance with board policy regulating search and seizure.

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.10 - STUDENT USE OF COMPUTERS

The Board of Education believes that the availability of computers and computer technology will enhance the learning opportunities of our students. Students are expected to conduct themselves within the guidelines of district computer use policy as stated in Policy 606.06, Acceptable Use of Computers, Technology and the Internet.

Cross Reference:	505 Student Discipline
	606.06 Acceptable Use of Computers, Technology and the Internet

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.11 - WEAPONS

The board believes weapons and other dangerous objects and look-a-likes in school district facilities including concealed weapons cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district.

This shall not apply to 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' Officers Training Corps, peace officers, authorized law enforcement officers, or authorized retired law enforcement officers when on duty or training.

Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

The term “dangerous object” shall include noxious or flammable material, fireworks, devices intended to administer an electric shock (tasers, electric batons, prods, or stun guns) chemical weapons (i.e. mace, pepper spray), martial arts weapons or other instruments including those which eject a projectile or substance of any kind, or any replica or facsimile of any of the above, whether functional or nonfunctional, whether designed for use as a weapon or for some other use.

Parents of students found to possess weapons or dangerous objects or look-a-likes on school property shall be notified of the incident. Confiscation of weapons or dangerous objects including concealed weapons shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms as defined in 18 U.S.C. 921 to school or knowingly possessing firearms including concealed firearms at school may be expelled for a period of not less than one year. Students bringing to school or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The superintendent shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.

Weapons or dangerous objects under the control of law enforcement officials shall be exempt from this policy. This policy does not prohibit firearms contained in a private vehicle operated by a nonstudent adult or prohibited person that are 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, other than an autocycle, a hardened compartment securely attached to the

motorcycle while the vehicle is in or on such parking area. Firearms also may 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. The principal may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes and must be kept in a designated location during the school day. Such a display shall also be exempt from this policy. It shall be the responsibility of the superintendent, in conjunction with the principal, to implement this policy.

Legal Reference:	Neb. Statute 79-263 Neb. Statute 28-1204.04 Improving America's Schools Act of 1994, P.L. 103-382. 18 U.S.C. § 921 (1994). McClain v. Lafayette County Bd. of Education, 673 F.2d 106 (5th Cir. 1982).
Cross Reference:	505 Student Discipline 508 Student Health and Well-Being

Approved:
Reviewed: 10-10-2022, 10/14/2024
Revised: 08-14-23, 7-15-2024

504.12 - REGULATED ELECTRONIC DEVICES

Any prohibited items or devices brought to school or school events may be confiscated by district staff. Prohibited items will be turned over to the student's parents or guardian on request unless the object seized is dangerous, contrary to law, or has been turned over to legal authorities.

Prohibited devices shall include any item which is sufficiently annoying, offensive, unpleasant, or obnoxious that it substantially interferes with or materially disrupts the educational process. Students shall be advised annually through the Student Handbook of items that are prohibited on school grounds or at school activities.

In addition to any prohibitions on electronic devices defined in the student handbook, students shall not use electronic devices for recording or transmitting photographs, images or sounds of other persons without direct administrative approval and consent of all person(s) being recorded, other than the recording of persons participating in school activities that are open to the public. Students shall not use electronic devices at any time where there is an expectation of privacy. Violations of this policy may result in disciplinary action, including, but not limited to, suspension and expulsion from school.

Cross Reference: 505 Student Discipline

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.14 - HAZING, INITIATION, SECRET SOCIETIES OR GANG ACTIVITIES

Hazing or initiation by any school organizations, groups, clubs, teams or individuals are prohibited unless specifically approved by the administration. Anyone engaging in hazing or initiation behavior will be subject to disciplinary action up to and including expulsion.

Hazing is 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 with any school organization. Such hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with 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 which endangers the physical or mental health or safety of any person or the coercing of any such activity.

The Board of Education prohibits the organization of school sponsored fraternities, sororities or secret organizations wherein membership is determined by members themselves rather than on the basis of free choice. The Board considers those organizations or memberships in those organizations detrimental to the good conduct and discipline of the school. Interference with the instructional program of the district by those groups will not be condoned, and no organizational activities are permitted under the sponsorship of the school district or its personnel.

In addition, the use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of grooming which, by virtue of its color, arrangement, trademark, symbol, or any other attribute which indicates or implies membership or affiliation with such a group, is disruptive of a positive learning environment and will not be tolerated.

Legal Reference: Neb. Statute 79-2,101 to 2,102

Cross Reference: 505 Student Discipline
506 Student Activities

Approved:
Reviewed: 10-10-2022, 10-14-2024
Revised: 11-11-2024

504.15 - SMOKING - DRINKING - DRUGS

The board prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of beer, wine, alcohol, tobacco, other controlled substances, or "look alike" substances that appear to be tobacco (including nicotine products, vapor products, and e-cigarettes), beer, wine, alcohol or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct will directly affect the good order, efficient management and welfare of the school district.

The board believes such illegal, unauthorized or contraband materials generally cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, or visitors.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase or being in possession of cigarettes, tobacco or tobacco products for those under the age of nineteen, may be reported to the local law enforcement authorities. Possession, use or being under the influence of beer, wine, alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance abuse assistance or rehabilitation program approved by the school board. If such student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

The board believes the substance abuse prevention program shall include:

- Age-appropriate, developmentally based drug and alcohol curriculum for students in grades kindergarten through twelve, which address the legal, social, and health consequences of tobacco, drug and alcohol use and which provide information about effective techniques for resisting peer pressure to use tobacco, drugs or alcohol;

- A statement to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;

- Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of illicit drugs and alcohol by students on school premises or as part of any of its activities;

- A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, will be imposed on students who violate the policy and a description of those sanctions;

- A statement that students may be required to successfully complete an appropriate rehabilitation program;

- Information about drug and alcohol counseling and rehabilitation and re-entry programs available to students;

- A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and

- Notification to parents and students that compliance with the standards of conduct is mandatory.

It shall be the responsibility of the superintendent, in conjunction with the principal, to implement this policy.

Legal Reference:		34 C.F.R. Pt. 86 (1996) Neb. Statute 79-267
Cross Reference:	505	Student Discipline
	508	Student Health and Well-Being

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.16 - SEARCHES, SEIZURES AND ARRESTS

School district property is held in public trust by the board. School district authorities may, without a search warrant, search students or protected student areas based on a reasonable and definable suspicion that a school district policy, rule, regulation or law has been violated.

The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the school district facilities. The furnishing of a locker, desk or other facility or space owned by the school and provided as a courtesy to a student, even if the student provides the lock for it, shall not create a protected student area and shall not give rise to an expectation of privacy with respect to the locker, desk, or other facility.

School authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons, and stolen property and dangerous objects as defined in Policy 504.11. Such items are not to be possessed by a student without specific permission of the building principal while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district.

Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The board believes that illegal, unauthorized or contraband materials may cause material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the school district premises or property within the jurisdiction of the school district.

The superintendent or building principal shall only release minor students into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or under conditions for temporary custody of a juvenile without a warrant as provided by state statutes.

The principal or designee will attempt to notify the parent/guardian or responsible relative prior to the student's release and the place to which the student is reportedly to be taken, except in cases of child abuse.

It shall be the responsibility of the superintendent, in conjunction with the administrative team, to implement this policy.

Legal Reference:	Neb. Statute 43-248 and 79-294 New Jersey v. T.L.O., 469 U.S. 325 (1985). Cason v. Cook, 810 F.2d 188 (8th Cir. 1987), cert. den., 482 U.S. 930 (1987).
Cross Reference:	504 Student Rights and Responsibilities 504.11 Weapons 505 Student Discipline 508.10 Referral of Students to Other Agencies

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.16R1 - PROCEDURES FOR SEARCHES AND SEIZURES

Searches within the school, on school grounds, or at school sanctioned activities will be done by an administrator or designee when there are circumstances which would cause a person to have reasonable suspicion to believe that the search of a particular person, place, or thing will lead to the discovery of:

1. Evidence of a violation of the student behavior guidelines contained in the Board of Education policies manual; federal, state, or local laws; or the student handbook.
2. Anything that, because of its presence, presents an immediate danger of physical harm or illness to any person.

A. Locker/Desk/Storage Area Searches: All lockers and other storage areas on school property remain the property of the Hemingford Public Schools. Lockers and storage areas are provided for the use of the students and are subject to inspection, access for maintenance, and search pursuant to this policy. No student shall lock or otherwise impede access to any locker or storage area except with a lock approved by the principal of the school in which the locker or storage area is located. Unapproved locks or locks which cannot be open at the time of the search will be removed and destroyed in the process, if necessary.
    1. The principal, a member of the administrative staff, or a designated official will search a locker and its contents when the person conducting the search has reasonable suspicion to conduct the search. All contents of the locker, including but not limited to Coats and clothing, as well as purses and backpacks may be completely searched as well.
    2. The principal, a member of the administrative staff, or a designated official may search a desk or any other storage area on the school premises other than a locker when the person conducting the search has reasonable suspicion for the search.

B. Personal Searches: The principal, a member of the administrative staff, or a designated official shall be authorized to conduct a search of the person of a student whenever reasonable suspicion exists. Searches of the person of a student shall be limited to:
    1. Searches of the pockets of the students.
    2. Any object in the possession of the student including, but not limited to: purses, briefcases, gym or book bags, lunch containers, and notebooks.
    3. Searches of a student and objects in the possession of the student with a metal detector.
    4. A "pat-down" of the exterior of the student's clothing. More extensive searches of the person of a student than those enumerated above shall be conducted in a private room by a person of the same sex as the student being searched and witnessed by one other person of the same sex as the person being searched. Searches of the person of a student, which require removal of clothing other than a coat or jacket, shall be conducted only upon grounds of probable cause and

shall be referred to a law enforcement officer (in accordance the subsection of this policy entitled "Involvement of Law Enforcement Officers"). School personnel will not participate in such searches.

C. Motor Vehicle Searches: The principal, a member of the administrative staff, or an official designated in writing by the principal, may search a vehicle on the school premises when he/she has reasonable suspicion to believe that alcohol or controlled substances in possession of the vehicle owner in violation of this policy are contained therein.

D. Custody Of Evidence: Anything found in the course of a search conducted in accordance with this section, which is evidence of a violation of the student conduct standards, may be:
    1. Seized and admitted as evidence in any suspension or expulsion proceeding if it is tagged for identification at the time it is seized and kept in a secure place by the principal or the principal's designee until it is presented at the hearing.
    2. Returned to the parent of the student from whom it was seized if personal property.
    3. Turned over to a law enforcement officer.

E. Involvement Of Law Enforcement Officer: In those situations where the administration determines that federal or state laws and/or county or city ordinance have been violated, appropriate law enforcement officers shall be contacted. In all cases involving the discovery of alcohol or controlled substances, law enforcement officers will be contacted. Contraband seized from students will be made available to law enforcement personnel as need dictates. School administrators will submit to the appropriate law enforcement officials a statement outlining the specifics of the involved case, when so requested.

Reviewed: 10/10/2022, 10/14/2024
Revised: 12/07/2023

504.17 - QUESTIONING OF STUDENTS BY OUTSIDE AGENCIES

Generally, students may not be interviewed during the school day by persons other than parents and school district officials and employees.

Requests from law enforcement officers and from persons other than parents, school district officials, and employees to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Generally, prior to granting a request, the principal shall attempt to contact the parents to inform them of the request and to ask them to be present.

If a child abuse investigator wishes to interview a student, the principal will defer to the investigator's judgment as to whether the student should be interviewed independently from the student's parents, whether the school is the most appropriate setting for the interview, and who will be present during the interview. An administrator or designee will be present during the interview.

The superintendent or building principal shall only release minor students into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or under conditions for temporary custody of a juvenile without a warrant as provided by state statutes.

Legal Reference: Neb. Statute 43-248 and 79-294

Cross Reference: 403.02 Child Abuse Reporting
505 Student Discipline

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.18 - HARASSMENT

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

Harassment includes, but is not limited to, race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Students whose behavior is found to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, suspension and expulsion.

Harassment on the basis of race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition
- of a student's education or of an individual's participation in school programs or activities;
- submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

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

- verbal, physical or written harassment or abuse or unwelcome communication implying sexual motives or intentions;;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;
- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

The district will promptly and reasonably investigate allegations of harassment. The Compliance Coordinator or building principal will be responsible for receiving all complaints by students alleging harassment.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating circumstances shall not exceed ten (10) days without the consent of the complainant, unless the alleged victim agrees to a longer time limit. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

Retaliation against an individual because the individual has filed a harassment complaint or assisted or participated in a harassment investigation or proceeding is also prohibited. A student who is found to have retaliated against an individual in violation of this policy will be subject to discipline, up to and including, suspension and expulsion.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. These rules will be printed and distributed to students and parents in the student handbook. The superintendent shall also be responsible for organizing training programs for students and employees. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal References: 20 U.S.C. §§ 12211234i (1994)
20 U.S.C. § 1681 et seq.

29 U.S.C. § 794 (1994)
42 U.S.C. § 1983
42 U.S.C. §§ 2000d2000d7 (1994).
42 U.S.C. §§ 12101 et. seq. (1994).

Cross References: 404.06 Harassment by Employees
505 Student Discipline
507 Student Records

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.18R1 - HARASSMENT BY STUDENTS INVESTIGATION PROCEDURES

Harassment of students by other students will not be tolerated in the school district.

Harassment is a violation of school district policies, rules and regulations and, in some cases, may also be a violation of criminal or other laws. The school district has the authority to report students violating this rule to law enforcement officials.

Students or individuals who feel that they have been harassed by other students should:

- Communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or principal to help.
- If the harassment does not stop, or the individual does not feel comfortable confronting the harasser, he/she should:
    - tell a teacher, counselor or principal; and
    - write down exactly what happened, keep a copy and give another copy to the teacher, counselor or principal including;
        - what, when and where it happened;
        - who was involved;
        - exactly what was said or what the harasser did;
        - witnesses to the harassment;
        - what the individual said or did, either at the time or later;
        - how the individual felt; and
        - how the harasser responded.

Complaint Procedure

An individual who believes he/she has been harassed shall notify Mr. Todd Westover, Activities Director, the designated investigator. The alternate investigator is Mrs. Mandy Plog, Director of Instructional Services/Special Education Direector. The investigator may request that the individual complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

The investigator, with the approval of the superintendent, or the superintendent has the authority to initiate a harassment investigation in the absence of a written complaint.

Investigation Procedure

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator shall make written findings and conclusions as to each allegation of harassment and report the findings and conclusions to the principal. The investigator will outline the findings of the investigation to the principal.

Resolution of the Complaint

Following receipt of the investigator's report, the principal may investigate further, if deemed necessary, and make a determination of the appropriate next step which may include discipline, up to and including, suspension and expulsion.

Prior to the determination of the appropriate remedial action, the principal may, at the principal's discretion, interview the complainant and the alleged harasser. The principal shall file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser and the investigator shall receive notice as to the conclusion of the investigation.

Points to Remember in the Investigation

- Evidence uncovered in the investigation is confidential.
- Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process.
- Retaliators will be disciplined up to and including suspension and expulsion.

Conflicts

If the investigator is a witness to the incident, the alternate investigator shall be the investigator.

Reviewed: 10/10/2022, 10/14/2024
Revised: 12/11/2023

504.18R2 - HARASSMENT BY STUDENTS PROTECTION PROGRAM PROCEDURES

All students have the right to attend Hemingford Public Schools free from verbal and physical harassment. The purpose of the harassment program is to protect students and staff from those who have shown themselves to be either unable or unwilling to comply with school guidelines regarding the treatment of others.

Step One - The first time school personnel is notified of a possible student harassment situation, the building principal will be notified and the situation will be investigated. If it is determined that harassment has occurred, the accused student and their parent/guardian will be notified that such a complaint has been filed and the consequences for this kind of behavior in the future will be clearly outlined for the student. (Written warning, and/or levels one or two) If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the building principal determines that a student is intentionally making false accusation against another student, appropriate consequences will be assigned.

Step Two - The second time school personnel is notified of a possible student harassment situation, the building principal will be notified and the situation will be investigated. If it is determined that harassment has occurred, consequences will be assigned and the student's parent/guardian will be notified. The student will have a written warning placed in his/her disciplinary file and consequences for this kind of behavior in the future will be clearly outlined.

Step Three - If the school authorities determine that a student is not willing to stop harassing other students, the school may assign the student to one of the program levels. The parent/guardian will be notified and consequences for this kind of behavior in the future will be clearly outlined. Elementary students may be reassigned to another class.

Step Four - If the student fails to respond positively to the corrective measure of the harassment program, the student will be suspended from school for a minimum of five days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

Harassment Program Levels

Level One - The student will be assigned to this level for a minimum of ten school days.

1. The student will report to the office no later than 8:00 am each morning.
2. The student will eat lunch on campus at a place designated by the building principal. Elementary students will remain with the duty teacher during recess.
3. The student will report to the office at the bus bell and will remain until 3:40 PM. This will allow all other students the opportunity to leave school grounds in safety.
4. Bus students will lose the privilege to ride the bus for an appropriate length of time determined by the school.

Level Two - The student will be assigned to this level for a minimum of ten school days.

1. The student will report to the office no later than 8:00 am each morning.
2. The student will eat lunch on campus at a place designated by the building principal. Elementary students will not be allowed to go to recess and will remain in the office during recess.
3. The student will remain in class at the end of each period under the direct supervision of the classroom teacher during passing time. The teacher will dismiss the student at the end of passing time and the student will have three minutes to get to his/her next class. Elementary students may be seated separately from their classmates throughout the school day.
4. The student will report to the office at the bus bell and will remain until 3:40 PM. This will allow all other students the opportunity to leave school grounds in safety.
5. Bus students will lose the privilege to ride the bus for an appropriate length of time determined by the school.

The intent of the Harassment Program is to allow students to remain in school as much as possible. However, failure to comply with these guidelines will result in more severe consequence.

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

504.18E1 - HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of misconduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Reviewed: 10/10/2022, 10/14/2024
Revised:

504.18E2 - WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of instance witnessed: _____

_____

_____

_____

_____

Any other information: _____

_____

_____

_____

_____

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Reviewed: 10/10/2022, 10/14/2024
Revised:

504.19 - STUDENT FEES

The board realizes some activities may require additional expenditures which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. No fees, specialized or nonspecialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

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

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

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

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

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

Waivers for any of the following shall be provided for students who qualify for free or reduced-price lunches:

- Fees and specialized equipment and specialized attire required for participation in extracurricular activities;
- Admission fees for onsite district-sponsored extracurricular activities, excluding Western Trails Conference activities and Nebraska State Activities Association activities
- District transportation charges for spectators attending offsite extracurricular activities;

- Materials required for course projects where the project becomes the property of the student upon completion.

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

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

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

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

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

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

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

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

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

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

Legal Reference:	Neb. Constitution, Art VII, Sect. 1	
	Neb. Statute	79-215 (tuition)
		79-241 (option student busing)
		79-605 (nonresident busing)
		79-611 (transportation fees)
		79-734 (books, equipment and supplies)
		79-2,104 (student files)
		79-2,125 to 2,134 (student fees law)
		79-1104 (before-and-after-school services)
		79-1106 to 1108 (learners with high ability)

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

Approved:
Reviewed: 7/11/2022, 11/14/2022, 7/10/2023, 10/14/2024
Revised:

504.19R1 - GUIDELINES FOR STUDENT FEES

Students attending school at Hemingford Public Schools and participating in extracurricular activities may be required to pay fees or dues. In addition, they may be required to furnish personal and consumable items, non-specialized clothing, special equipment, attire or uniforms, materials, lunch fees, class and club dues, admission fees to extra-curricular activities, and course project materials. The following information provides details on what students are expected to provide for participation in various programs and activities.

Students who qualify for free or reduced priced lunches under the Department of Agriculture income guidelines may have certain fees and other items waived. Those include, specialized clothing, attire or equipment required to participate in extracurricular events or optional music courses that are not extra-curricular.

The following regulations apply to waivers.

a. Any course project completed with district provided materials will remain the property of Hemingford Public Schools.
b. Any specialized clothing, attire or equipment provided by Hemingford Public Schools will remain the property of Hemingford Public Schools.
c. Waiver students are responsible for the proper care of any school district clothing, equipment or materials. Fees may be assessed for cleaning, repair or replacement of school owned property.
d. At no time will any parent, student, or guardian be reimbursed cash for the purchase of specialized clothing, attire or equipment.
e. Music instruments will be provided to those students who qualify, but the district shall not be obligated to provide a particular type of musical instrument for any student.

Students, parents, or guardians may submit waiver applications to the office of the superintendent. A student does not have to participate in the free or reduced hot lunch program to request a waiver but does have to meet the income guidelines for that program. Completed waiver applications must be completed prior to the first practice of the extra-curricular activity, or first class period of the elective music course.

A. Personal and Consumable Items:

The District will make items necessary for students to benefit from courses available. Students are encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, etc. A specific class list of back to school supplies will be made available to students and parents annually. These school supplies may include:

- Pencils/Pens
- Scissors
- Colored Pencils/Markers
- Elmer's Glue
- Erasers

- Paper
- White Out
- Graph Paper
- Highlighters
- Tablets
- Compass
- Notebooks
- Protractor
- Organizers
- Calculator
- Planners
- Crayons
- Blank Computer Disks

Personal items for extra-curricular activities are the responsibility of the student. Extra-curricular items may include:

- Protective mouthpieces for sports
- Sports undergarments
- Shoelaces
- Various items for musical instruments

B. Non-Specialized Clothing:

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

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, or chemical/physical science classes.

Students will be required to furnish the following non-specialized clothing for the courses listed.

- Physical Education: gym shoes, shorts, T-shirt, athletic undergarments
- Vocational Agriculture Shop Classes: coveralls or appropriate alternative clothing
- Basketball: shoes, athletic clothing
- Volleyball: shoes, athletic clothing
- Track: shoes, athletic clothing
- Cross-Country: shoes, athletic clothing

C. Specialized Clothing/Equipment:

Students participating in optional curricular music courses such as band/flag corps, swing choir, are encouraged but not required to purchase specialized uniforms. If the district furnishes the uniform, it may be previously worn, and cannot be kept by the student. Students may wish to purchase their own uniforms for flag corps and swing choir so their uniforms may be distinctive from previous year's groups.

Students participating in extra-curricular activities may be required to purchase specialized equipment or clothing. District #10 does not charge for participation in extracurricular activities. Students who qualify for free and reduced lunch price may secure a waiver for specialized clothing or equipment. The following activities require specialized equipment, clothing, or fees

- Football: Varsity, two football jerseys, football shoes
- Junior High Football: football shoes
- Wrestling: Varsity and Junior High, shoes
- Golf: shoes, balls, clubs, and bag
- Track: spikes if necessary
- Volleyball: varsity and junior high, knee pads if desired
- Cheerleading: Students must purchase uniforms and shoes selected by the sponsor and/or student group.
- Future Farmers of America (FFA): Students must pay yearly dues.
- Band: Reeds, valve oil, music lyre, flip book, possible t-shirt

D. Course Materials:

Students are permitted to and encouraged to supply materials for course projects. Some course projects may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of keeping the project, to reimburse the District for the reasonable value of the materials used in the project. The District will furnish materials or supplies for course projects that are required to be completed as a requirement of the course. Supplies or materials for optional projects in art or vocational projects are the responsibility of the student.

E. Music Instruments:

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

F. Admission Fees:

Students are charged an admission fee to attend school sponsored extracurricular activities in Grades K-6. They may pay single admission fees or purchase annual activity passes. Students in Grades 7-12 have free admission to all regular season hosted events.

Varsity Contest

- $4.00-Students (7-12 students are provided passes to all home activities), Adults - $5.00

- Freshman, Junior Varsity or Junior High
- $3.00 Students, Adults - $4.00
- Invitational Tournaments Adults
- $5.00 all day, no activity passes accepted.
- Student Activity Pass (K-6) $25.00 annual
- Family Pass- $100.00; Single Parent Family Pass - $65.00; Adult Pass - $35.00

Admission to contests held on behalf of the Western Trails Conference, Panhandle Conference, sub-district, and district contests held on behalf of the Nebraska State Activities Association is not included in any student activity pass.

G. Organizations:
Students may choose to belong to a number of student organizations. Membership in these organizations is purely voluntary and any fees, costs, materials, or clothing are the responsibility of the student or the organization. These organizations may choose to fund their activities through fundraising. Students who belong to these organizations are expected to participate in the fundraising activities of the organization in order to participate in the activities supported by the fundraising. The Board of Education must approve fundraising activities sponsored by student organizations.

Students who qualify for district or state competitions that are district approved competitions are provided transportation, registration, and meal money by District #10. The District may also provide transportation or partial transportation for activities of the student organizations. These organizations include:

- FFA
- FCCLA
- Student Council
- One Act
- Health Council
- National Honor Society
- H Club
- Speech
- Band / Choir

H. Other Student Activities:
Students may participate in activities that are not sponsored by the school or are traditionally totally supported by fundraising activities.

Summer band trips are sponsored entirely by fundraising. District #10 is not a sponsor and provides no support.
World Stride is an activity supported partially by District #10 but all of the student costs to attend the Washington, D.C. trip is raised through fundraising activities. In the event the entire cost for

each student is not raised, students who qualify for free and reduced lunch may request a waiver for the amount of funds required of each student to attend.

I. Classes:
Students belong to classes, which by nature become an organization. The classes sponsor student activities such as prom and graduation. Dues are set by the students in each class on an annual basis. Students may choose not to belong to their class organization but by doing so relinquish their right to attend those events and activities their dues and fundraising projects support. Students who qualify for free and reduced-price lunches may request a waiver for their class dues. Students shall not be denied a diploma, transcript, or credit for coursework completed for failure to pay student fees. (Administration suggests dues shall not exceed $50.00 per year, per student.)

J. Post-Secondary Education:
Students are responsible for post-secondary education costs. The phrase "post-secondary education costs" means tuition and other fees only associated with obtaining credit from a post-secondary educational institution. For a course in which students receive high school credit and for which the student may also receive post-secondary education credit, the course shall be offered without charge for tuition, transportation, books or other fees, except the tuition and fees associated with obtaining credits from a post-secondary educational institution. All fees associated with the post-secondary education credits are to be paid directly to the post-secondary educational institution.

K. Student Record Copy Charges:
No fee shall be charged to students, their parent(s), and/or their guardian(s) for copies of a student's files or records provided pursuant to Nebraska Revised Statutes 79-2104.

L. Before and After School Pre-Kindergarten:
The district does not currently offer before or after school Pre-Kindergarten.

M. Summer and Night School:
Hemingford Public Schools operates a remedial summer program sponsored by Federal Funds which no fee is charged for students. No night school classes are offered.

N. Breakfast, Lunch, Milk programs: Ref: SB Policy: 802.01
Following is a schedule of fees required for any breakfast program, lunch program, or milk breaks offered by the school district. Students, who qualify under the income guidelines as determined by the Department of Agriculture and with proper application completed, will be provided with free or reduced priced lunches.

PK-12 Breakfast	$2.50	Adult Breakfast	$3.00
Pre-School Lunch	$3.00	K-6 Lunch	$3.00
7-12 Lunch	$3.25	Adult Lunch	$5.00
Milk	$0.55	Additional Entree/Meat	$2.00

O. Student Transportation: Ref: SB Policy: 801.01
Non-resident and option enrollment students may be charged a fee for bus transportation to and from school. No fee currently is charged for resident students.

P. School Store: Ref: SB Policy: 504.19R1
The district may operate a school store in which students may purchase food, beverage, personal and consumable items in accordance with the school's wellness policy. Said purchases shall not be subject to any fee waiver.

Q. Other Items:
Charges for yearbooks, class rings, graduation announcements, letter jackets, club or organization apparel, team T-shirts, shooting shirts, and similar items are sold as a convenience to students at their choice and are not fees or requirements as covered under this policy.

Reviewed: 10/14/2024
Revised: 08/14/2023

504.20 - BULLYING PREVENTION

The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school's learning environment and prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, at a designated school bus stop, or at school-sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for detention, suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district's student discipline and due process procedures.

Every report of alleged bullying that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing bullying investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.

It shall be the responsibility of the superintendent to implement appropriate programs or procedures for the purpose of educating students regarding bullying prevention.

This policy shall be reviewed annually.

Legal Reference: Neb. Statute 79-2,137

Cross Reference: 505 Student Discipline

Approved:
Reviewed: 7/11/2022, 11/14/2022, 7/10/2023, 10/14/2024
Revised:

504.21 - DATING VIOLENCE PREVENTION

The board prohibits behavior that has a negative impact on student health, welfare, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school sponsored activities or school-sponsored athletic events.

Dating violence is defined as a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious or long-term.

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

Every report of alleged dating violence that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing dating violence investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged dating violence.

This policy shall be published in the student handbook.

Legal Reference: Neb. Statute 79-2,141

Approved:
Reviewed: 11/14/2022, 10/14/2024
Revised:

504.22 - STUDENT USE OF SOCIAL NETWORKS

Social networks refer to a group of websites and tools on the Internet which support collaboration and sharing of opinions, insights, experiences and perspectives. The content within them, and the functionality of that content, is managed and regulated by the user community itself and not the provider of the network or a third party institution. Typical examples of social networks are blogs, wikis, podcasts, message boards, and social networking sites themselves such as Facebook, MySpace, Twitter, LinkedIn and many others.

The district provides access to social networks strictly for educational purposes toward the support of the district's educational goals and allows their use only for the value they may provide in the context of assigned educational exercises. Students must follow these guidelines when using social networks:

- Any students using social networks must be directly supervised by a teacher or other staff member who is aware of and approves of their attempt to access such a site. Only sites not blocked by the district technology department may be used.
- Students shall not reveal their name or personally identifiable information to, or establish relationships on the Internet unless a parent or teacher has coordinated the communication.
- Students who utilize social networking for educational purposes shall be aware of and familiar with privacy options on the social networking site, and shall set those options to limit access to personal information to "friends" only.
- Students and parents shall be aware, however, that privacy options alone can never fully protect personal information. If a student shares personal information with "friends," those friends may share that information with others. With this in mind, students shall carefully consider what information is posted online.
- Photos posted on social networking sites as a part of educational exercises shall NOT contain other students. Permission, either spoken or in writing, should be granted from any adults before posting their pictures.
- Teachers and other adult staff have been advised NOT to "friend" students on social networking sites. Students are given the same advice toward teachers. Remember that teachers are ethically and legally bound to report any activity in which a student may be breaking the law or may be in danger of hurting him/herself or others.
- All policies and guidelines regarding student behavior in general apply when using social networks, including all guidelines under the district's Acceptable Use of Computers policy and all district rules relating to harassment, bullying and behavior disruptive to the educational environment.

Approved:
Reviewed: 11/14/2022, 10/14/2024
Revised:

504.23 - SUICIDE AWARENESS

The board wishes to ensure that appropriate staff training for suicide awareness and prevention as required by state statutes is conducted on an annual basis. All district nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel shall receive at least one hour of such training each year.

The training should include such topics as how to identify appropriate mental health services both within the school and also within the larger community, and when and how to refer youth and their families to those services.

It shall be the responsibility of the superintendent to implement and monitor this training.

Legal Reference: 2014 LB 923

Approved:
Reviewed: 11/14/2022, 10/14/2024
Revised:

505 - Student Discipline

505.01 - DETENTION OF STUDENTS

The provisions of detention or an inschool suspension program for student violations of policies, rules and procedures shall provide principals with an additional alternative for dealing with disciplinary problems that occur in the schools. When this alternative is appropriate, students will be assigned to serve a specified time period in the inschool suspension program. These assignments, and the determination of the time period for them, shall be determined by the principal, or his or her designee.

Legal Reference: Neb. Statute 79-254 et seq. (Student Discipline Act)

Cross Reference: 504.01 Student Due Process Rights

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised:

505.03 - STUDENT DISCIPLINE

Student Discipline

A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

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

a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
b. 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:

a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.

d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

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

3. Expulsion:

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

b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if 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. 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. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

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

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

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

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

g. Returning from Expulsion. At the conclusion of an expulsion, the 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.

h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

4. Emergency Exclusion: A student may be excluded from school in the following circumstances:

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

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

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

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school

assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

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

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

1. 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 that 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 is disruptive, distracting, or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;
    e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
    f. Possession of pornography;
    g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
    h. Engaging in 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, 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 stimulation 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 and electronic devices (including earbuds) 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 emails 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 is subject to discipline, up to and including expulsion; and

l. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. 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, disability, national origin, or religion.

14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for riding school buses or vehicles.
16. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
    b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
17. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. “Firearm” means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: “The term ‘firearm’ means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device.” The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

    Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:
    a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
    b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
    c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall

require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

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

a. Clothing or jewelry that is gang-related
b. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground
c. Clothing or jewelry that advertises alcohol, tobacco, or illegal drugs
d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
e. Headwear including hats, caps, bandannas, hoodie hoods, scarves, and non-prescription glasses/sunglasses; Hats/headcover/glasses (none prescription) may be allowed under circumstances where a medical condition is present with approval of the building principal

f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
g. Clothing or jewelry displaying words or images that carry double meanings or profanity (bad words) in writing, pictures or slogans.
h. Visible body piercing (other than ears)
i. Shorts of mid-thigh length, or longer, may be worn during the periods of daylight savings time only for K-6. Grades 7-12 may wear shorts that meet this guideline year-round.
j. Costumes and/or clothing intended for entertaining or special occasions may only be worn on days approved by the building principal.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

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

2. Academic Integrity.

a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) “Cheating” means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material or AI (artificial intelligence) systems, devices, or information while taking a test except as expressly permitted.

For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.

(iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

i) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(ii) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's. Likewise, using material generated through an AI (artificial intellegance) system and submitting it as original work is considered cheating.

(iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

(1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level

meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

b. Definitions.

(1) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

(2) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:

(i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or

(ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,

(iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

(1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.

(2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was

relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

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

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students in the hallway during class time must have a pass with them, and may not leave class without permission.
2. Students are expected to follow other classroom rules as set by individual teachers.
3. Lunch is to be eaten in the cafeteria/Red Zone or off campus during open campus lunchtime unless special permission is granted.
4. Students are expected to bring all books and necessary materials to class.
5. Assignments for all classes are due as assigned by the teacher.
6. Special classes such as Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
10. Snow handling is prohibited.
11. Sunflower seeds, etc. are not allowed in the school building or classrooms.
12. Students are not to be in the school facilities without supervision.
13. Lying or otherwise deceiving staff or administration.
14. Willfully disobeying any reasonable written or oral request of a school staff member or voicing of disrespect to those in authority.

G. Law Violations

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

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

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

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised: 8-14-23

505.04 - ALTERNATIVE EDUCATION PROGRAMS OR PLANS FOR EXPELLED STUDENTS

Alternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration may offer the student an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. An expelled student may not be required to attend the alternative program.

A. ALTERNATIVE EDUCATION PROGRAM:

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

B. EDUCATION PLAN PROGRAM:

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

(a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,

(b) Identify educational objectives that must be achieved in order to receive credits toward graduation,

(c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and

d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference: Neb. Rev. Stat. Sec. 79-266
NDE Rule 17

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised: 8-14-23

APPENDIX "1"

SECTION 79-266(2) PLAN

Student:

_____

Date and Participants:

_____

(List parent or legal guardian, school representative, and community or agency representative)

(a) Guidelines and Consequences for Behaviors

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

(b) Educational Objectives

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

(c) Financial Resources and Community Programs Available

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

(d) Monthly Reviews & Other

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this _____ day of _____, 20___, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a

representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by _____

[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

505.05 - FINES FOR LOST OR DAMAGED ITEMS

The board believes students should respect school district property and assist in its preservation for future use by others. Students may be assessed fines for damage beyond normal wear to the materials needed in a course, for overdue school materials, or for misuse of school property. The charges shall not exceed the actual cost of the materials or equipment incurring damage.

Legal Reference: Neb. Statute 79-2,127
79-734 to 79-737

Cross Reference: 504 Student Rights and Responsibilities

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised:

505.06 - CORPORAL PUNISHMENT

Corporal punishment is defined as the intentional physical punishment of a student and is prohibited. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from:

1. Using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:
    a. To quell a disturbance or prevent an act that threatens physical harm to any person.
    b. To obtain possession of a weapon or other dangerous object within a pupil's control.
    c. For the purposes of self-defense or defense of others as provided for in Nebraska Statute 28-1409 and 1410.
    d. For the protection of property as provided for in Nebraska Statute 28-1411.
    e. To remove a disruptive pupil from class or any area of school premises or from school sponsored activities off school premises.
    f. To protect a student from the self-infliction of harm.
    g. To protect the safety of others.

2. Use incidental, minor, or reasonable physical contact to maintain order and control.

Reasonable physical force should be commensurate with the circumstances of the situation. The following factors should be considered in using reasonable physical force for the reasons stated in this policy:

1. The size and physical, mental, and psychological condition of the student;
2. The nature of the student's behavior or misconduct provoking the use of physical force;
3. The method used in applying the physical force.
4. The extent and nature of resulting injury to the student, if any;
5. The motivation of the school employee using physical force.

Upon request, the student's parents shall be given an explanation of the reasons for physical force.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: Neb. Statute 28-1409 and 1410
28-1413
79-295

Ingraham v. Wright, 430 U.S. 651 (1977).
Goss v. Lopez, 419 U.S. 565 (1975).

Cross Reference: 403.03 Abuse of Students by School District Employees
504 Student Rights and Responsibilities

Approved:
Reviewed: 11-14-2022, 11-11-2024
Revised: 11-11-2024

505.07 - RESTRAINT AND SECLUSION

The board prohibits the use of seclusion and restraint by school personnel except as implemented consistent with this policy. Restraint or seclusion of students will not be used solely as a disciplinary consequence or when a known medical or psychological condition makes its use inadvisable. The superintendent will ensure that district guidelines relating to restraint and seclusion are communicated to school personnel and parents/guardians at the beginning of each school year.

Except in the case of an emergency, only school personnel who have received systematic training in the use of restraint and seclusion in accordance with the district's policy will implement physical restraint or seclusion with a student. In an emergency, a district employee may use physical restraint or seclusion as necessary to maintain order or to prevent a student from causing physical harm to self, other students, and school staff or property. School personnel will continuously monitor a student's status during any physical restraint or seclusion.

1. PHYSICAL RESTRAINT

Physical restraint means the use of physical force to restrict the free movement of all or a part of a student's body.

Physical restraint will be considered to be a reasonable use of force when used in the following circumstances:

A. as reasonably needed to obtain possession of weapons or other dangerous objects on the person or within the control of a student;

B. as reasonably needed to maintain order or to prevent or break up a fight;

C. as reasonably needed for self-defense;

D. as reasonably needed to ensure the safety of any student, employee, volunteer, or other person present;

E. as reasonably needed to teach a skill, to calm or comfort a student, or to prevent self-injurious behavior;

F. as reasonably needed to escort a student safely from one area to another;

G. if used as provided for in an IEP, Section 504, or behavior intervention plan; or

H. as reasonably needed to prevent imminent destruction to school or another person's property.

2. MECHANICAL RESTRAINT

Mechanical restraint means the use of any device or material attached or adjacent to a student's body that restricts freedom of movement or normal access to any portion of the student's body and that the student cannot easily remove. Mechanical restraint includes the tying down, taping, or strapping down of a student.

Mechanical restraint of a student by school personnel is permissible only in the following circumstances:

A. when properly used as an assistive technology device included in the student's IEP, Section 504, or behavior intervention plan or as otherwise prescribed by a medical or related service provider;

B. when using seat belts or other safety restraints to secure a student during transportation;

C. as reasonably needed to obtain possession of weapons or other dangerous objects on the person or within the control of a student;

D. as reasonably needed for self-defense;

E. as reasonably needed to ensure the safety of any student, employee, volunteer, or other person.

3. SECLUSION

Seclusion means the confinement of a student alone in an enclosed space from which the student is (a) physically prevented from leaving or (b) incapable of leaving due to physical or intellectual capacity. Seclusion is different than in-school suspension in which other students or adults may be present but in which students are not physically prevented from leaving.

Seclusion of a student by school personnel may be used in the following circumstances:

A. as reasonably needed to respond to a person in control of a weapon or other dangerous object;

B. as reasonably needed to maintain order or prevent or break up a fight;

C. as reasonably needed for self-defense;

D. as reasonably needed when a student's behavior poses a threat of imminent physical harm to self or others or imminent substantial destruction of school or another person's property; or

E. when used as specified in the student's IEP, Section 504, or behavior intervention plan; and

    a. the student is constantly monitored by an adult in close proximity who is able to see and hear the student at all times;

    b. the student is released from seclusion upon cessation of the behaviors that led to the seclusion or as otherwise specified in the student's IEP, Section 504, or behavior intervention plan;

    c. the confining space has been approved for such use by the local education agency;

    d. the space is appropriately lighted, ventilated, and heated or cooled; and

    e. the space is free from objects that unreasonably expose the student or others to harm.

4. ISOLATION

Isolation means a behavior management technique in which a student is placed alone in an enclosed space from which the student is not prevented from leaving. Isolation is different than seclusion.

Isolation is permitted as a behavior management technique provided that:

A. the isolation space is appropriately lighted, ventilated and heated or cooled;

B. the duration of the isolation is reasonable in light of the purpose for the isolation;

C. the student is reasonably monitored; and

D. the isolation space is free from objects that unreasonably expose the student or others to harm.

5. TIME-OUT

Time-out means a behavior management technique in which a student is separated from other students for a limited period of time in a monitored setting. Teachers are authorized to use time-out to regulate behavior within their classrooms.

6. NOTICE, REPORTING AND DOCUMENTATION

A. A district Restraint or Seclusion Report must be completed for each incident of restraint or seclusion other than normal use of mechanical restraint for transportation safety. Each record shall include:
   a. Name of the student
   b. Name of the staff member(s) administering the physical restraint or seclusion;
   c. Date of the incident and the time the restraint or seclusion began and ended;
   d. Location of the restraint or seclusion;
   e. A description of the restraint or seclusion;
   f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
   g. A description of the behavior that prompted the use of restraint or seclusion;
   h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted; and
   i. Information documenting parent contact and notification

B. Notice to Administrators

   The principal or designee shall be notified of the incident as soon as possible, but no later than the end of the same school day.

C. Notice to Parents

   When a principal or designee has personal or actual knowledge of any of the events listed above, he or she shall attempt to promptly notify the student's parent or guardian and shall provide the name of the school employee whom the parent or guardian may contact regarding the incident.

D. Written Report to Parents

   Within a reasonable period of time not to exceed 30 days after the incident, the principal or designee shall also provide the parent or guardian with a written incident report. This report must include the following:

   a. the date, time of day, location, duration, and description of the incident and interventions;

   b. the events or events that led up to the incident;

   c. the nature and extent of any injury to the student; and

d. the name of a school employee the parent or guardian can contact regarding the incident.

Cross Reference: 403.03 Abuse of Students by School District Employees
504 Student Rights and Responsibilities

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised:

506 - Student Activities

506.01 - STUDENT ACTIVITY ELIGIBILITY

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and ability in the students during their school years and for their lifetime.

However, students who participate in extracurricular activities serve as ambassadors of the school district throughout the calendar year, whether away from school or at school. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity and must conduct themselves in accordance with student conduct policies.

Student activity events must be approved by the superintendent unless they involve unusual travel expense, in which case the board will take action. The events must not disrupt the education program or other school district operations.

Eligibility requirements as published by the Nebraska School Activities Association (NSAA) shall be observed by all students. Additional eligibility requirements are in place as of January 3rd, 2006 that were developed by a committee of teachers, parents, and administrators.

Students in grades 9-11 must pass thirty (30) semester hours (six classes) of credit the immediate preceding semester in order to be eligible for any activity sponsored by Hemingford Public Schools.

Seniors: Students in Grade 12 will be required to pass twenty (20) semester hours (four classes) of credit during their senior year in order to be eligible for any activity sponsored by Hemingford Public Schools.

Students in grades 7 and 8 must pass 6 of 8 classes the immediate preceding semester in order to be eligible for any activity sponsored by Hemingford Public Schools.

In addition to the above eligibility rule, eligibility for Junior and Senior High students at Hemingford Public Schools is determined on a weekly basis. Students failing two or more classes (grade below 70%) for two consecutive weeks are ineligible to participate in extracurricular activities for a one week period which will be considered Wednesday through Tuesday. A student who is academically ineligible may attend practices, however they cannot travel with any team/activity, suit up/participate in any event/performance, or participate in any special school activity (such as prom and all dances/parties). Eligibility requirements shall not apply to instructional field trips which are a part of the scheduled course learning experience; or activities or events which are a part of the student's grade requirements.

Students who are enrolled primarily in an exempt school, a private school, or a parochial school who are part-time students participating in activities at Hemingford Public Schools shall provide the principal with current transcripts and grade reports (weekly), so eligibility determinations can be made.

Legal Reference:	20 U.S.C. Sect.1681-1683; 1685-1686 (1994). 34 C.F.R. Pt. 106.41 (1993)
Neb Statute 79-296	
	79-443

Cross Reference:	502	Student Attendance
	504	Student Rights and Responsibilities
	505	Student Discipline
	508	Student Health and Well-Being

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised: 9-12-2022

506.01R1 - PROCEDURES AND GUIDELINES FOR ACTIVITY ELIGIBILITY

Weekly Updates

Teachers will post grades on a weekly basis. Any student failing two or more classes (grade below 70%) for two consecutive weeks is ineligible to participate in extracurricular activities for a one week period which will be considered Wednesday through Tuesday. A student who is academically ineligible may attend practices, however they cannot travel with any team/activity, suit up/participate in any event/performance, or participate in any special school activity (such as prom and all dances/parties). Eligibility requirements shall not apply to instructional field trips which are a part of the scheduled course learning experience; or activities or events which are a part of the student's grade requirements. World Stride has its own code of conduct to attend, this activity will not be considered as part of the eligibility policy.

Any student who is sanctioned or is found by the school district policy or NSAA policy to be ineligible to participate in any extracurricular activity may appeal the sanction or finding in accordance with the student due process policy.

Eligibility Requirements:

1. Student must be an undergraduate.
2. Student must be enrolled in at least twenty hours per week and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
3. Student must be enrolled in some high school on or before the eleventh school day of the current year.
4. Student is ineligible if nineteen years of age before August 1 of current school year. {Student may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.}
5. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership.
6. Student must have been enrolled in school the immediate preceding semester.
7. Student must have received twenty semester hours of credit the immediate preceding semester and must be receiving a minimum of twenty semester credits during the semester of activity participation.
8. Once the season of a sport begins, a student shall 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.
9. A student shall not participate in sports camps or clinics during the season of a sport in which he/she is involved, either as an individual or as a member of a team.
10. A student shall not participate on an all-star team while a high school undergraduate.
11. 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 making a choice of high schools, any subsequent transfer will cause the student to be ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth or ninth grade student, he/she has established his/her eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

12. When the parents of a student change their domicile from one school district, which has a high school to another school district, which has a high school, the student is ineligible for ninety school days except:
    a. If the change in domicile by the parent 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 a student has been attending the same high school since initial enrollment in grade nine and the school is located in the school district from which the parents moved, he/she may remain at that high school and retain eligibility or he/she is eligible at a high school located in the school district where his/her parents established their domicile.
    c. If the parents moved during the summer months and the student is in grade twelve, the student may remain at the high school he/she has been attending and retain eligibility.

13. Guardianship does not fulfill the definition of a parent. If a guardian has been appointed for a student, the student is eligible in the school district where his/her natural parent{s} have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for his review and ruling.

14. A student shall not participate in a contest under an assumed name.

15.A student must maintain his/her amateur status.

PARTICIPATION AND PRACTICE A team member is not allowed to practice or participate unless he/she is in school the afternoon of the day of the contest or practice. Exception will be made for absenteeism due to school activities and being absent for business, doctor, dentist or similar appointments, provided the absenteeism is pre-arranged through the principal. Any questions about the rule must be Okayed by the activities director or the principal. In the case of a Saturday event, the athlete should be in school Friday afternoon. If the athlete is unable to be in school on Friday afternoon, they should make prior arrangement with the principal to receive permission to participate on Saturday. If a student is ill, we do not expect them nor do we want them to come to school simply to perform in a contest. Not only will this slow the student's recovery, they may be contagious and infect other students. The principal will make the final ruling whether or not a student can't perform in a contest when missing school the half day before a contest.

All students are expected to be on time, in fact ahead of time for all practices, contests, and departures for contests. Failure to do so may result in loss of playing time at all levels. Above all, participants should be good citizens. Participants should have pride in themselves as well as in

their community and their school. Athletes should be dedicated to a healthy mind, a healthy body, and a positive attitude. Participants should not be exempt from rules, but rather held highly accountable for any actions which may be viewed as detrimental to the school or the community. Participants must remember at all times that their actions and attitudes not only reflect upon themselves but are a direct reflection of all of the students, parents, and staff at Hemingford Public School as well as all community members of Hemingford.

Students who are enrolled primarily in an exempt school, a private school, or a parochial school who are part-time students participating in activities at Hemingford Public Schools shall provide the principal with current transcripts and grade reports (weekly), so eligibility determinations can be made.

Reviewed: 11/14/2022, 11-11-2024
Revised: 09/12/2022

506.02 - STUDENT ORGANIZATIONS

Secondary school student-initiated, noncurriculum-related groups and student curriculum-related groups, upon receiving permission from the principal, may use school facilities for group meetings during noninstructional time. Nothing in this policy shall contradict the federal Equal Access Act.

Noninstructional time shall mean any time before the first period of the day and after the last period of the day in which any student attends class. Meetings shall not interfere with the orderly conduct of the education program or other school district operations. It shall be within the discretion of the principal to determine whether the meetings will interfere with the orderly conduct of the education program or other school district operations. Activities relating to and part of the education program shall have priority over the activities of another organization.

Access by Federally Recognized Youth Organizations

The district shall, upon request, allow a representative of any federally recognized youth organization to provide (1) oral or written information to the students regarding that youth organization and how the organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship and (2) services and activities to any student who is a member of the organization. A federally recognized youth organization is one listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization shall be permitted to provide such information, services, and activities at school at least once during each school year. Administrators shall make a good faith effort to select a date, time, and location for each requesting organization to provide such information, services, or activities that is mutually agreeable to the school district and to the organization, but all final decisions rest with the administration. Any such organization representative not employed by the district shall be subject to a background check at the organization's expense. Administrators may prohibit any organization representative convicted of a felony or otherwise presenting safety concerns as described in the district's Visitors to School Policy from being on the school grounds. Nothing in this section shall override or contradict the district's Parental Involvement Policy.

NON-FEDERALLY RECOGNIZED ORGANIZATIONS

Curriculum-Related Organizations

It shall also be the responsibility of the principal to determine whether a student group is curriculum-related. One or more of the following questions will be answered affirmatively if the group is curriculum-related:

- Is the subject matter of the group actually taught in a regularly offered course?
- Will the subject matter of the group soon be taught in a regularly offered course?
- Does the subject matter of the group concern the body of courses as a whole?
- Is participation in the group required for a particular course?

- Does participation in the group result in academic credit?

Secondary school curriculum-related student organizations may use the school district facilities for meetings and other purposes before and after the instructional school day. Employees shall be assigned to monitor approved meetings and may interact with curriculum-related organizations.

Noncurriculum-Related Organizations

Student-initiated, noncurriculum-related organizations shall be provided access to meeting space and school district facilities.

Only students may attend and participate in meetings of noncurriculum-related groups. Such attendance shall be strictly voluntary and student-initiated. As a means of determining whether a student's attendance is voluntary, the principal may require parental consent for the student to attend the meetings.

Legal Reference: Westside Community Board of Education v Mergens, 496 U.S. 226 (1990).

Neb. Statute 79-297 et seq.

Cross Reference: 504 Student Rights and Responsibilities

Approved:
Reviewed: 11/14/2022, 11-11-2024
Revised: 8-14-23

506.03 - STUDENT GOVERNMENT

The student council provides for student activities, serves as a training experience for student leaders, promotes the common good, gives students a share in the management of the school, develops high ideals of personal conduct, acts as a clearinghouse for student activities, seeks to interest students in school district affairs and helps solve problems that may arise. Members of the council are student representatives who have direct access to the administration.

Student council president and vice president or co-presidents will be elected by the entire secondary school student body in an election simulating real voting conditions. The opportunity for student council membership is available to all students who volunteer to serve in the organization. From these volunteers, two representatives from each class will be elected by his/her classmates to serve on the student council.

The principal, in conjunction with the students and certified employees, shall set forth the guidelines for the student government's elections, operations, and other elements of the government.

Cross Reference: 504 Student Rights and Responsibilities

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

506.06 - STUDENT PUBLICATIONS

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. Official school publications such as newspapers, yearbooks or magazines form a part of the journalism curriculum and are produced primarily for the educational value gained in the process of their creation. As such, these publications shall conform to the same community and educational standards required of other student conduct in the school.

Any expression made by students, including student expression in official school publications, is not an expression of official school policy. A faculty advisor shall supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech.

Prior to publication of these materials, the faculty advisor, principal or designee shall review them to determine their acceptability for publication. Publications may be restricted, edited or prohibited when, after considering the maturity level of the students, any portion of the publication is determined to be discriminatory, a substantial interference to the educational process or learning environment, harassment, vulgar or obscene, defamatory, an invasion of privacy, or highly controversial.

Persons, other than students, who believe they have been aggrieved by student expression in a student produced official school publication shall follow the public complaint procedure outlined in board policy 1005.01. Students who believe their freedom of expression in a studentproduced official school publication has been restricted shall follow the due process procedure outlined in board policy 504.01.

Legal Reference: Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).

Cross Reference: 301.04 Communication Channels
504 Student Rights and Responsibilities

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

506.07 - STUDENT PERFORMANCES

Students, as part of the education program, may participate in contests or other public and private events approved by the superintendent that will be of benefit to the student and the education program. Performance at such events is a privilege.

Students, who perform at such events, serve as ambassadors of the school district and must conduct themselves in the same manner as required in the regular school day. Students who fail to abide by this policy and the administrative regulations supporting it may be subject to disciplinary measures.

Students will be allowed to perform in these events only with proper permission and supervision and when the events do not disrupt the education program or other school district operations. The events must be approved by the superintendent, unless it involves unusual travel and expense, in which case the board must approve of the performance.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy. In developing the administrative regulations, these guidelines should be followed:

- Performances by student groups below the high school level should be allowed on a limited basis;
- All groups of students should have an opportunity to participate; and,
- Extensive travel by one group of students should be discouraged.
- Students will not accept payment for public performances when they represent their schools, either as individuals or as members of some school group.

It shall be within the discretion of the superintendent to determine whether the event will benefit the education program and the participating students. Contests or other performances by students unapproved by the superintendent shall be the responsibility of the parent and the student.

Legal Reference: Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).

Cross Reference: 504 Student Rights and Responsibilities

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

506.08 - STUDENT FUND-RAISING

Students may raise funds for school-sponsored events with the permission of the Board of Education. The main emphasis of any fund-raising campaign should be on the educational aspects of the program which the fund-raising is for. Fund raising by students for events other than school-sponsored events is not allowed on school premises unless approved by the board.

Cross Reference:	504	Student Rights and Responsibilities
	505	Student Discipline

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

506.09 - STUDENT ACTIVITIES FUNDS

The Student Activities Funds of each school will include athletic and student organization funds and any other funds belonging to any student or class group or activity.
Student Activity Funds are those funds raised or collected by and/or for schoolapproved student groups, and may include gate receipts and student activity card fees. Student activity funds will be collected and expended for the purpose of supporting the school's extracurricular activities program. Student body representation should be encouraged whenever possible.

Monies raised by students through student body organizations, receipts from activity tickets and gate receipts, are subject to the control and management by the school board.

The principal of each junior high and high school is responsible for all school/student accounts and accommodation funds. The principal will assign one or more school staff member(s) who are designated as an assistant treasurer by the school board to share the responsibility for assuring that accounting records are maintained in accordance with district guidelines.

The principal will be responsible for supervising the accounting functions to be performed at the building level. The building level accounting procedures will be consistent with the accounting functions performed at the district office level.

Secondary schools may establish bank demand and savings accounts in institutions that have been designated as depositories of school district funds by the school board.
Materials and equipment purchased by student activity funds become district property.
Projects for raising student activity funds should in general contribute to the educational experience of students and should not conflict with, but add to the instructional program and comply with district guidelines.

Any unencumbered class or activity funds will automatically revert to the general activity fund of the school when a class graduates or an activity is discontinued.

The district treasurer, or designee, may request all necessary financial information needed for review or required by the school board. These funds shall be examined annually as part of the district audit.

Cross Reference: 704.04 Audits

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

506.10 - STUDENT PHYSICALS FOR ATHLETICS

All boys or girls that participate in any athletics or practices must have a physical examination complete on a form designated by the school district and the form must be signed by a person licensed to diagnose, treat, or recommend treatment in the areas covered by the recommended physical examination form. For the purposes of this policy we will refer to this licensed person as the health care provider.

The physical must be completed during the school year in which the student participates or during the summer vacation period which proceeds the school year in which the individual participates. Any physical taken May 1 or later will be considered a part of summer vacation. The results of the examination and the health care provider's signature must appear on all local and state forms where it is required. All such examination results must be on file in the school where the student is to participate in athletics.

In all cases, these forms must be signed by the health care provider. Only proper forms are to be used in all cases.

Legal Reference: NSAA Athletic Bylaws sect. 3.4

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

506.11 - RANDOM DRUG TESTING OF STUDENTS INVOLVED IN EXTRACURRICULAR ACTIVITIES AND COMPETITIONS

The Hemingford School District supports and values student participation in extracurricular activities and competitions. Such participation is a privilege and not a right. Students in all extracurricular activities and competitions in grades 7-12 shall be subject to mandatory random testing for the presence of tobacco/nicotine, alcohol, and/or illegal drugs.

1. Purpose of Random Drug Testing
    a. The purpose of this policy is to promote the health and safety of our students who participate in extracurricular activities or competitions and to deter the use of alcohol, illicit drugs, and tobacco among them.
    b. The school district has recognized that observed and suspected drug, alcohol, and tobacco/nicotine use and abuse have increased among the student population, including students participating in extracurricular activities or competitions.
    c. The school district seeks to provide safe, substance-free schools.
    d. The school district seeks to deter the use of illegal and prohibited drugs, alcohol, and tobacco/nicotine among students.
    e. The school district recognizes that students who use illegal and prohibited substances pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.
    f. The school district believes that the drug, alcohol, and tobacco/nicotine problem among the student body needs to be addressed. A large number of students who participate in extracurricular activities and competitions do not use drugs, alcohol, and tobacco/nicotine. The school district wishes to give those students an ongoing reason to say, “No,” when presented with a chance to use.

2. Notice. Each student who participates or seeks to participate in extracurricular activities or competitions shall be given a copy of this policy. This policy may also be included in the student handbook.

3. Drug Testing Coordinator. The Drug Testing Coordinator shall be the Activities Director or his or her designee unless otherwise indicated.

4. Extracurricular Activities. This policy applies to all students who participate in extracurricular activities or competitions in our school district, which includes but is not necessarily limited to the following:

Instrumental/Vocal Music	Health Council/Health Professions
National Honor Society	One Act Play
Three Act Play/Dinner Theater	Speech
HS Quiz Bowl	JH Quiz Bowl
Student Council	Yearbook

Cheerleading	e-Sports
Mathcounts	Science Olympiad
HAL	Hope Squad
FFA	FCCLA
Football	Volleyball
Cross Country	Wrestling
Basketball	Track
Golf	Art and Culture Club
School Sponsored Dances	

5. Students Who Are Required to Submit to Drug Testing

    a. Grades. All students in grades 7-12 who participate in any extracurricular activity or competition are part of the pool subject to random drug testing.

    b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form at the beginning of the school year, or upon entry to the school district to participate in any extracurricular activity or competition. The consent form is attached to this policy.

        i. If consent is not signed at the beginning of the school year, the student can sign consent at the beginning of 2nd semester (or upon entry to the district.) For a student to be eligible for any extracurricular activity or competition, consent must be signed before the activity start date and/or before the first practice.

    c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received.

    d. Withdrawal. Students who have a consent form on file remain eligible for random drug testing from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student From Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for the remainder of the school year, unless consent is signed at the beginning of 2nd semester in which case the student again returns to the pool for the remainder of the school year.

6. Drugs. Students participating in extracurricular activities or competitions are prohibited from using, possessing, distributing, manufacturing, or having drugs, alcohol, and tobacco/nicotine present in their system. For purposes of this policy, “drugs” means:

    a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 et seq.

b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in Neb. Rev. Stat. § 48-1902(1);
d. Any tobacco or other substance which introduces nicotine and other tobacco-related substances into the body, including alternative nicotine products, vapor products, or electronic nicotine delivery systems ingested in any way, such as by use of an e-cig, vape pen, or Juul.

7. Testing Procedures

a. Student Selection. All students who participate in extracurricular activities or competitions and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing.

b. Reasonable Suspicion Testing. In addition to random drug testing, a student is subject to drug testing at any time when the Drug Testing Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Testing Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.

c. Parental Request. Students who do not participate in extracurricular activities or competitions may be added to the random drug screening master list upon parental request at the beginning of the school year.

d. Type of Test. The school district reserves the right to utilize breath, saliva, urinalysis, or any other reliably recognized testing procedure. Urine and oral fluid samples which screen positive will be confirmed by the company selected by the district. Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester). Other testing methods will be confirmed via industry-recognized processes and equipment.

e. Collection Site. The Drug Testing Coordinator will designate the collection site at which students will provide specimens. The collection site may be off the premises of the school district.

f. Collection Procedures. The school board will select a Drug Program Administrator (DPA) Company. The DPA shall randomly select the students subject to drug testing from the master list on a weekly basis.

i. The DPA will make selections based on up to 3 students weekly.

ii. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to ensure accurate testing protocols while minimizing intrusion into a student's privacy.

iii. The DPA and the school district will provide a copy of the collection procedures upon request.

g. Drugs. Students may be randomly tested for any drugs, including but not limited to nicotine, alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.

h. Results. The DPA shall notify the school nurse, the Drug Testing Coordinator, and/or the high school principal of any non-negative test after the initial screening. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or legitimate medical use. Testing results may take up to 2 weeks. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report the results of verified positives to the DPA, who shall then notify the School Nurse, Drug Testing Coordinator, and/or High School Principal of the positive test result. The school representative shall notify the student's parents. Before making a final decision, the school representative shall contact the student and his or her parent(s)/guardian(s) to discuss the final result either face-to-face or over the telephone. The Drug Testing Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.

i. Request for a Retest. A split specimen will be collected for all testing methods except alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Testing Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if

the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

8. Consequences for Testing Positive. The purpose of this policy is not to punish students, but to help them make healthy choices. Whenever the test results indicate a positive test, the Drug Testing Coordinator shall schedule a confidential meeting with the student, parent/guardian, sponsor/coach, and other members of the school's administration as appropriate. At the meeting, the Drug Testing Coordinator shall explain the drug testing procedures and the policy of the district. (All offenses are cumulative for the current school year.) The consequences shall be as follows:

    a. First Offense

        i. Parent/Guardian's will be notified.

        ii. The student will receive closed campus lunch for a minimum of 3 school days. Lunch privileges will return upon the completion of an accountability project presented to a designated school representative.

        iii. The student shall be provided with a list of drug counseling resources available in the panhandle.

        iv. The student may automatically be included in the next round of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

    b. Second Offense

        i. Parent/Guardian's will be notified.

        ii. The student will receive closed campus lunch for a minimum of 5 school days. Lunch privileges will return upon the completion of an accountability project presented to a designated school representative.

        iii. The student shall be provided with a list of drug counseling resources available in the panhandle.

        iv. The student may automatically be included in the next three rounds of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

    c. Third Offense

        i. Parent/Guardian's will be notified.

ii. The student shall miss 30 calendar days of extracurricular activities or competitions at the performance level (if in season). Students shall be required to attend/participate in practice but may not travel with a team.

iii. The student will be required to complete a drug education course provided by the school.

iv. Extracurricular activities or competitions will resume upon the completion of the 30 day suspension and successful completion of the drug education course.

v. The student shall be provided with a list of drug counseling resources available in the panhandle.

vi. The student may automatically be included in the next three rounds of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

d. Additional Offenses

i. For any additional offenses, parents will be notified and a specialized plan will be implemented based on the individual student's needs as deemed necessary by the school. Plans may include but are not limited to referrals to outside agencies, law enforcement, Panhandle Public Health Department, etc.

ii. Consequences for additional offenses may not be less than the third offense consequences.

9. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or refuses to comply with any other provision of this policy, shall not be eligible to participate in any extracurricular activities or competitions covered under this policy including all meetings, practices, performances, and competitions for the remainder of the school year.

10. Tampering

Tampering is the use of any agent or technique which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the School Nurse determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties outlined in Section 8 of this Policy.

11. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing records of positive tests will be housed in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug test results with any non-school personnel or authorized contractor except as authorized by the student's parents in writing.

12. Appeal

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the board of education.

13. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

Adopted: 5-8-2023
Reviewed: 11-11-2024
Revised: 11/13/2023

506.11.E1 - Consent To Perform Random Drug Testing

Hemingford Public Schools
Consent To Perform Random Drug Testing

Student Name _____ Grade _____

As a student and parent:
We understand and agree that participation in extracurricular activities or competitions is a privilege that may be withdrawn for violations of the Random Drug Testing of Students Involved in Extracurricular Activities Policy.
We have read the Random Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.
We understand that when students participate in any extracurricular activity or competition, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity or competition. We have read this consent statement and agree to its terms.
We understand this is binding while a student is enrolled in Hemingford School District.

Consent To Perform Drug Testing
We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs, alcohol, and tobacco/nicotine in accordance with the Random Drug Testing Program adopted by the Board of Education.
We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy.
We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.
We understand that consent according to this Consent to Perform Random Drug Testing will be effective for all extracurricular activities or competitions in which this student might participate during the current school year.
We hereby release the Hemingford Board of Education and its employees from any legal responsibility or liability for the release of such information and records, according to the policy.

Student Signature _____ Date_____

Parent/Guardian Signature _____ Date_____

Hemingford Public Schools
Revoking Consent for Random Drug Testing and
Withdrawal Of Student From Extracurricular Activities and Competitions

I understand that by signing this form I am rescinding my permission for random drug, alcohol, and tobacco/nicotine screening and no longer wish to participate in any extracurricular activity or competition.

I further understand that I am forfeiting my privilege to participate in athletics and/or extracurricular activities or competitions for the remainder of this school year.

I hereby rescind my consent to the administration of the drug screening and forfeit all participation in extracurricular activities or competitions for the remainder of the school year.

Student's Printed Name: _____

Signature: _____

Date: _____

Parent/Guardian's Printed Name: _____

Signature: _____

Date: _____

506.50 - STUDENT ACTIVITIES TRAVEL

TRANSPORTATION -- Hemingford students and staff members travel to and from school events by school bus or school vehicles. All members of a team or activity should return from a contest by the same transportation provided for taking them to the contest, unless they meet the following exceptions.

> EXCEPTION -- A student may continue on a trip with their parents after a contest. Also, when due to distance, it is permissible for a student to return home with his/her parents, rather than return to Hemingford and have additional miles in order to arrive at home. Families may also have other business to take care of following an event and would like their student to join them. This does not allow the student to return home with someone other than their parents.

The students must obtain permission from the head coach. A parent/guardian must present to the head coach a written statement of their intent to take the athlete with them.

> EXCEPTION - The parent or guardian requests in writing, in advance of the extracurricular activity that their child or children be allowed to return from the activity with an adult they deem responsible. The written request must be notarized or made in person with the Principal or Superintendent. The request shall be made to school administration during regular school hours prior to the time transportation leaves for the extracurricular activity. As a condition of approving such requests, the parent shall be instructed by school administration that the school is not responsible for the child once he/she joins the designated person providing transportation.

The school administration shall not make exceptions to the rule requiring return on school transportation or with parents unless it is shown that such will cause an inconvenience to the students and his/her parents.

Cross Reference:	504	Student Rights and Responsibilities
	505	Student Discipline

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

507 - Student Records

507.01 - STUDENT RECORDS ACCESS

The board recognizes the importance of maintaining student records and preserving their confidentiality. Student records shall be maintained so as to separate academic and disciplinary matters. Student records may be maintained in the principal's office. This policy does not apply to student directory information.

The following records shall be maintained as permanent records of the student:

- The student's social security number;
- The record of dates of attendance;
- Highest grade level completed;
- A transcript of classes taken with grades and credits received;
- The records of inoculations and health examinations which are given to the class or student body as a whole;
- The record of participation in extracurricular school activities and sports;
- The signatures of people who are required to sign for access to student records and the statement of purpose for such access;
- The student's or student's parents' written consent of release of student records.

All other student records shall be removed and destroyed after a student's continuous absence from the school for three years.

Any student, his or her parents/guardians, teachers, counselors or school administrators shall have access to the student's records during the regular business hours of the district. In addition, authorized representative of the State or Federal government, and state educational authorities connected with the enforcement of requirements of certain educational programs as prescribed by law shall have access to student's records within the limitations of state statutes. No one else shall have access to the records and the records shall not be divulged to any person.

The superintendent shall establish reasonable fees for providing copies of the student's records to a parent or guardian. No fees shall be charged for the right to inspect and review the records.

Legal Reference: 20 U.S.C. § 1232g (FERPA)
34 C.F.R. Pt. 99, (Privacy Rights of Parents and Students)
Neb Statute 79-2,104 and 2,105
79-539
79-4,157 and 4,158
84-1,212.01 et seq. (Records Management

Act)

Cross Reference:	503	Student Attendance
	508	Student Health and WellBeing
	611	Academic Achievement
	612.10	Procedural Safeguards and Confidentiality
	804.02	Data or Records Retention
	1003	Public Examination of District Records

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

507.02 - STUDENT DIRECTORY INFORMATION

Student directory information shall be defined in the annual notice. It may include the student's name, participation in officially recognized activities and sports, weight and height of members of athletic teams, honors and awards received, photograph and other likeness, and other similar information.

Prior to developing a student directory or to giving general information to the public, parents will be given notice annually of the intent to develop a directory or to give out general information and can submit a written request for the exclusion of their child's information from the directory or in the general information about the students.

The district is required to supply class lists including name, address and phone number to college and military recruiters upon their request. Military recruiters will also be provided 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.

A parent or guardian of a student in a high school grade may submit a written request to the district that the name, address and phone number for that student shall not be released without prior written consent of the parent or guardian. Upon receiving this request, a district shall not release that information without the prior written consent of the parent or guardian. Within thirty days prior to or following the beginning of each school year and, for a new student who enrolls after the beginning of a school year, within thirty days following such enrollment, the district shall notify the parents and guardians of each student in the high school of the option to opt out of directory information release.

When a student reaches eighteen years of age, the permission given to the parents or guardians to opt out of the information release shall only be given to the student. Within thirty days prior to or following the beginning of each school year and, for a new student who enrolls after the beginning of a school year, within thirty days following such enrollment, the district shall notify each student who is at least eighteen years of age or who will reach eighteen years of age during the school year of the option to opt out of the information release and that any such request made previously by a parent or guardian for the student expires upon the student reaching eighteen years of age.

It shall be the responsibility of the superintendent to provide notice and to determine the method of notice that will inform parents. Nothing in this policy shall limit the applicability of federal FERPA laws.

Legal Reference:	20 U.S.C. § 1232g (1994).
	34 C.F.R. Pt. 99, 300.560 .574 (1996).
Cross Reference:	506 Student Activities
	1003 Public Examination of District Records

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

507.03 - STUDENT PHOTOGRAPHS

The board will permit student "portrait" photographs to be taken on school premises by a commercial photographer as a service to the students and their families.

Parents will be notified prior to the taking of pictures by a commercial photographer for student "portraits." Students willl be asked to have a picture taken for the yearbook but in no case will students be required to have their picture taken or be pressured to purchase pictures.

Students or commercial photographers may take pictures of students upon consent for such things as the yearbook, sports/activities publications, or other school approved publications.

It shall be the responsibility of the superintendent, in consultation with the principal, to implement this policy.

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

507.04 - STUDENT LIBRARY CIRCULATION RECORDS

Student library circulation records are designed to be used internally to assist in the orderly administration of the school district libraries and media center. As a general rule, student library circulation records are considered confidential records and will not be released without parental consent. Individuals who may access such records include a student's parents, the student, authorized licensed employees, authorized government officials from the U.S. Comptroller General, the Secretary of Education, the Commissioner and Director of the National Institute of Education, and the Assistant Secretary for Education and State Education Department. Appropriate authorities in a health or safety emergency may access the student's library circulation records without the approval or the notification of the student's parents.

It shall be the school librarian's responsibility, as the person maintaining the student library circulation records, to approve requests for access to student library circulation records. Students' library circulation records may be accessed during the regular business hours of the school district. If copies of documents are requested, a fee for such copying shall be charged.

It shall be the responsibility of the superintendent, in consultation with the school librarian, to implement this policy.

Legal Reference: 20 U.S.C. § 1232g (1994).
34 C.F.R. Pt. 99 (1996).

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

507.04R1 - GUIDELINES FOR LIBRARY CIRCULATION RECORDS

It is the goal of the high school library to encourage students to take pleasure in learning by providing useful and valuable information resources for student research, as well as a wide variety of appealing materials at all levels for reading pleasure. Students who use the library during a class should have adequate supervision; teachers are still responsible for their own students while they are in the library. Students are responsible for all materials they have checked out from the library.

General Collection: May be checked out for three weeks. May be renewed once. Sign your first and last name legibly on checkout sheet at the desk. A book kept past its due date is overdue. Five cents a day will be charged until the book is returned or up to a maximum fine of $2.50 per item. If you are ill when a book is due, you will not be charged a fine if you return it the day you come back to school and present your admit slip to the librarian.

Reserve Books: Occasionally a book or books from the general collection will be placed on reserve. Books are placed on reserve to give more students access to a book being used in a class assignment. A reserve book may be checked out overnight. Books checked out overnight may not be checked out until 3:20 p.m. and must be returned before first period in the morning. If a reserve book is not returned on time, there will be a fine of $.10 a day for each day it is overdue, subject to review by the librarian.

General Responsibilities of Students Using the Library: Students may use the library for quiet studying, checking out library materials, working on class assignments, doing school related research and leisure reading. Please be considerate by speaking softly so others are not disturbed and to maintain an atmosphere conducive to learning at all times. Refrain from using the library or library computer lab as a place to socialize with your peers. Remember - No food or drinks in the library. Take responsibility for keeping the library a neat, orderly, and pleasant place to work. Please remember to: Check out all materials taken from the library. Use your own name to check out materials from the library. Never check anything out for another person. Always sign your full name when checking out a book, magazine, etc. Pick up and discard all scrap paper before leaving the library. Push your chair back to the table when leaving the library. Return all borrowed books and magazines in the book drop and newspapers to the newspaper rack. Pay all overdue fines and fines for lost or damaged materials as soon as possible. These must be paid before the student checks out at the end of the school year. Refrain from cutting up current newspapers and current and saved back issues of magazines. Please ask if you need help. Through regular library visits, it is our hope that students may develop positive lifelong reading, viewing, and study habits.

Reference Books: Reference books are marked with an "R" above the call number. These books are for use in the library and may not be checked out of the library during the day. They may be checked out overnight at the end of the day, but must be returned before 1st period the following day. Overdue reference materials will be charged $0.10 a day. Magazine Collection: Current issues of magazines may be checked out from the library for one day. Back issues may

be checked out for three days. If a magazine is overdue, a fine of $.05 per day will be charged up to a maximum fine of $2.50 per item.

Other Resources: Various CD-ROM resources are available for use on library computers only. Each year special on-line databases are purchased for student research by our school and/or the Nebraska Library Commission. Some of these may also be accessible from home computer access with a special password. Please note these or ask what is available and utilize them whenever possible.

Lost or Damaged Books: If a book is lost or damaged beyond repair, the person responsible will pay the current replacement cost of the book. If a book is damaged, but repairable, the person responsible will be charged for the cost of repairing the book. Send damaged books to the library for repair. Please do not mend books at home. In the event a lost book is found after paying for its replacement, a refund may be given if the item is returned in good, useable condition and within the school year the item was lost; the maximum overdue fine of $2.50 will be deducted from the refund.

Reviewed: 12/09/2022, 11-11-2024
Revised:

508 - Student Health and Well-Being

508.01 - STUDENT HEALTH AND IMMUNIZATION CHECKUPS

Physical examinations & immunizations

Students enrolling in kindergarten (or the beginning grade), students entering the seventh grade or students transferring to any grade in the district from out of state shall have a physical examination by a licensed physician within six months prior to entrance and provide proof of such an examination to the school district.

A certificate of health stating the results of a physical examination and signed by a physician, physician assistant, or an advance practice registered nurse shall be on file at the attendance center.

Students enrolling in the school district shall also submit proof of immunizations as required by law. The student may be admitted conditionally to the attendance center if the student has not yet completed the immunization process but is in the process of doing so. Failure to meet the immunization requirement will be grounds for suspension, expulsion or denial of admission.

The superintendent shall annually file a report on behalf of the board by November 15 to the Department of Health and Human Services summarizing the immunization status of the district's students as required.

Visual evaluation

Students enrolling in kindergarten (or the beginning grade) or students transferring to any grade in the district from out of state shall also have a visual examination, including tests for amblyopia, strabismus, and internal and external eye health, and visual acuity. The visual evaluation must be completed within six months prior to entrance and proof of such evaluation shall be provided to the school district.

A certificate of health, or other form, stating the results of the visual evaluation and signed by a physician, optometrist, physician assistant, or advance practice registered nurse shall be on file at the attendance center.

Notifications to parents

The student's parent or guardian shall be notified in writing of their right to submit a written statement refusing such physical or visual examinations or immunizations for the student and shall be provided with a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

Parents will be promptly notified of any condition requiring professional attention.

Other health inspections

During each school year the district will provide for inspections of all students for defective sight and hearing, dental defects and any other conditions as specified by the Department of Health and Human Services. Parents will be promptly notified of any condition requiring professional attention.

Any student enrolling during the school year after these inspections will have such an inspection made immediately upon entrance. Any student showing symptoms of any contagious or infectious disease shall be sent home as soon as practicable and the principal notified of the circumstances.

Legal Reference:	Neb. Statute	79-214
		79-217 to 223
		79-248 et seq.
	Title 173 NAC 3	
Cross Reference:	403.02	Child Abuse Reporting
	503	Student Attendance
	506.10	Student Physicals for Athletics

Approved:
Reviewed: 12/09/2022, 11-11-2024
Revised:

SCHOOL VISION EVALUATION
Report Form

A *School Vision Evaluation* is required for all children **within six months prior to entering** Nebraska schools for the first time *(includes beginner grades including Kindergarteners, transfers, and other students new to Nebraska)* [Nebraska Revised Statute 79-214]

Name: _____ Date of Birth: _____

School: _____ Date: _____

Student Status (*check one*): ____ Beginner Grade ____Transfer Student from Out of State

REQUIRED TESTS* Evaluation	Pass	Fail	Recommend Further *(comments noted below)*
Amblyopia	_____	_____	_____
Strabismus	_____	_____	_____
Internal Eye Health	_____	_____	_____
External Eye Health	_____	_____	_____
Visual Acuity			
Right eye @ distance (20 ft.):		20/____	aided/unaided
Left eye @ distance (20 ft.):		20/____	aided/unaided
Right eye @ near (16 in.):		20/____	aided/unaided
Left eye @ near (16 in.):		20/____	aided/unaided

**A vision evaluation consisting of these required tests meets the legal requirements for the State of Nebraska but is not a complete eye examination such as most eye doctors perform.*

ADDITIONAL TESTS Evaluation	Pass	Fail	Recommend Further
Eye Alignment at Distance	_____	_____	_____
Eye Alignment at Near	_____	_____	_____
Depth Perception	_____	_____	_____
Color Vision	_____	_____	_____
Focusing Amount	_____	_____	_____
Focusing Flexibility	_____	_____	_____
Focusing Lag (Accuracy)	_____	_____	_____
Convergence (Crossing) Ability	_____	_____	_____
Saccade (Rapid) Eye Movement	_____	_____	_____
Pursuit (Tracking) Eye Movement	_____	_____	_____
Other: _____	_____	_____	_____

COMMENTS/RECOMMENDATIONS:

_____

_____

_____

Evaluation performed by: _____**Date:** _____

(signature)

____O.D. ____M.D. ____P.A. ____A.P.R.N.

Original—Doctor Copy #1—Parent Copy #2—School Nurse Copy #3—Placed in student's permanent file

Nebraska Foundation for Children's Vision (www.NEchildrensvision.org)

508.01E2 - RESOURCES FOR LOW-INCOME FAMILIES WHO MAY QUALIFY FOR FREE OR REDUCED-COST VISION EVALUATIONS

1. Insurance coverages
   Many insurance companies cover the cost of an eye exam (Blue Cross/Blue Shield, United Health Care, Coventry, Vision Service Plan, Spectera, etc.). Check with the company as to details of vision care coverage.

2. Employer-based options
   Parents with cafeteria plans, Medical Savings Accounts, Health Savings Accounts, or other flexible spending plans through employers can typically use these accounts to pay for vision exams.

3. Medicaid and Kids Connection
   Office visits, eye exams and glasses are covered. Local social service offices have details as to eligibility.

4. SIGHT FOR STUDENTS
   Provides free exam, discounted eyewear for eligible students from participating optometrists. Check website for details: www.sightforstudents.org

5. Lions Clubs of Nebraska
   Clubs located throughout the state provide vision care assistance for needy families. Usually involves referral by teacher, clergy or health professional. Contact local clubs for details.

6. Community health centers and services
   Community health centers and community-based health services throughout the state can provide free eye exams for low income families that qualify, or coordinate the availability of reduced-cost services. Check with local social service agencies for options near you.

7. Discount plans from health care providers
   Many optometrists and other health care providers offer family discounts, package pricing on children's eyewear, and other in-office discounts.

8. Vision USA
   Low income families with working parent and no vision insurance may qualify for free exams from participating optometrists. Call 1-800-766-4466 or check the American Optometric Association website (www.aoa.org) for eligibility guidelines and information about scheduling appointments.

Compiled by Nebraska Foundation for Children's Vision (www.NEchildrensvision.org)

508.01E3 - PARENT OBJECTION TO PHYSICAL EXAMINATION OR VISUAL EVALUATION

(For School Admission)

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in _____ Public Schools, or who are transferring from out of state into any grade in _____ Public Schools:

Child No. 1: _____
Child No. 2: _____

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) for school year 2006-07 and each school year thereafter, a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

____ physical examination
____ visual evaluation
(check one or both)

for the above named child(ren). I will not hold _____ Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination of visual evaluation for the above named child(ren).

Dated this ____ day of _____, 20___.

_____
Parent or Guardian

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.

Students entering 7th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. . For additional information, call 402-471-6423.

508.02 - ADMINISTRATION OF MEDICATION TO STUDENTS

Students may be required to take medication during the school day. The district shall establish procedures which may allow students to self-administer medications for diabetes and asthma/anaphylaxis. Other medications shall be administered by the school nurse, a registered Medication Aide, or other school staff member meeting the minimum competency standards for the Medication Aide Act.

Self-Management of Diabetes and Asthma/Anaphylaxis

Upon completion of required procedures, the district and parent or guardian, in consultation with the student's physician, will develop a diabetes or asthma/anaphylaxis medical management plan for the current school year. The plan shall:

1. Identify the health care services the student may receive at the school relating to the condition;
2. Evaluate the student's understanding of and ability to self-manage his/her condition;
3. Permit regular monitoring of the student's self-management of his/her condition by an appropriately credentialed health care professional; and
4. Be signed by the student's parent or guardian and the physician responsible for treatment of the student's condition.

For asthma/anaphylaxis the plan will also:

1. Include the name, purpose, and dosage of the prescription medication prescribed for such student; and
2. Include procedures for storage and access to backup supplies of such prescription medication.

The parent or guardian shall sign a statement that:

1. The district and its employees and agents are not liable for any injury or death arising from a student's self-management of his/her condition; and
2. Shall indemnify and hold harmless the district and its employees and agents against a claim arising from a student's self-management of his/her condition.
3. Any injury to others as a result of the student's self-medication shall be the parents' responsibility

The student shall promptly notify the person designated in the student's self-management plan when the student has self-medicated.

The superintendent shall develop all necessary procedures and forms to implement the self-management plans and student disciplinary procedures regarding the misuse or threatened misuse of medications and supplies. The school will promptly notify the parent/guardian of such disciplinary action.

Medication for Conditions other than Diabetes or Asthma/Anaphylaxis
Medication will not be administered without written authorization that is signed and dated from the parent and physician, and the medication must be in the original container which is labeled by the pharmacy or the manufacturer with the name of the child, name of the medication, the time of the day which it is to be given, the dosage and the duration.

Written authorization will also be secured when the parent requests student co-administration of medication for other than diabetes or asthma/anaphylaxis when competency is demonstrated. When administration of the medication requires ongoing professional health judgment, an individual health plan will be developed by the licensed health personnel with the student and the student's parents.

A written record of the administration of medication procedure must be kept for each child receiving any medication including the date; student's name; prescriber or person authorizing the administration; the medication and its dosage; the name, signature and title of the person administering the medication; and the time and method of administration and any unusual circumstances, actions or omissions. Administration of medication records shall be kept confidential.

Records shall be available to the Department of Health and Human Services Regulation and Licensure, the Department of Health and Human Services, and the State Department of Education for inspection and copying.

Medication will be kept in a secured area. Students may carry medication only with the approval of the parents and building principal of the student's attendance center. Emergency protocol for medicationrelated reactions will be in place.

The superintendent shall be responsible, in conjunction with the school nurse or Medication Aide, for developing rules and regulations governing the administration of prescription and nonprescription medication to students, including emergency protocols, and for ensuring persons administering medication have met the requirement of state statutes. Annually, each student shall be provided with the requirements for administration of medication at school.

Legal Reference:	34 C.F.R. §99.1 to 99.67 (1994) Neb. Statute 71-6718 (Medication Aide Act) 79-249 173 N.A.C. ch. 3, sect. 001-009.04
Cross Reference:	507 Student Records 604.03 Special Education 608.02 Student Health Services

Approved:
Reviewed: 12/09/2022, 12/16/2024
Revised:

508.02E1 - PARENTAL AUTHORIZATION AND RELEASE FORM FOR THE ADMINISTRATION OF MEDICATION TO STUDENTS

Name of Student _____

School_____ Grade _____

Medication _____ Dosage _____

Starting Date _____ Ending Date _____

Time of day medication is to be given _____

Other Instructions _____

_____ I hereby request the _____ Public School District, or its authorized representative, to administer the above-named medication to my child named above and agree to:

1. Submit this request to the principal or school nurse;
2. Personally ensure that the medication is received by the principal or school nurse administering it in the container in which it was dispensed by the prescribing physician or licensed pharmacist or is in the manufacturer's container;
3. Personally ensure that the container in which the medication is dispensed is marked with the medication name, dosage, interval dosage, and date after which no administration should be given.

OR

_____ I hereby authorize my child to self-administer his/her medication as he/she has shown the competency to do so. I hereby agree to:

1. Submit this request to the principal or school nurse
2. Personally ensure that
    a. the medication is received by the principal or school nurse administering it in the container in which it was dispensed by the prescribing physician or licensed pharmacist or is in the manufacturer's container; or
    b. the medication will be kept in the student's possession but only with prior written permission from the parent and principal.
3. Personally ensure that the container in which the medication is dispensed is marked with the medication name, dosage, interval dosage, and date after which no administration should be given.

Signature of Parent/Guardian_____ Date _____

Home Phone Number _____ Alternate Phone No. _____

508.03 - COMMUNICABLE OR INFECTIOUS DISEASES

Students with a communicable disease will be allowed to attend school provided their presence does not create a substantial risk of illness or transmission to other students or employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases shall be included in the school district's bloodborne pathogens exposure control plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, postexposure evaluation, followup, communication of hazards to employees and record keeping. This plan shall be reviewed annually by the superintendent and school nurse.

Their personal physician shall determine the health risk to immunosupressed students. The health risk to others in the school district environment from the presence of a student with a communicable disease shall be determined on a casebycase basis by the student's personal physician, a physician chosen by the school district or public health officials.

A student who is at school and who has a communicable disease that creates a substantial risk of harm to other students, employees, or others at school shall report the condition to the Superintendent any time the student is aware that the disease actively creates such risk.

It shall be the responsibility of the superintendent, in consultation with the school nurse, to implement this policy.

Legal Reference:	Neb. Statute	79-248 et seq. 79-264
	29 U.S.C. §§ 701 et seq. (1994). 45 C.F.R. Pt. 84.3 (1990).	
Cross Reference:	404.04 Communicable Diseases Employees 507 Student Records	

Approved:
Reviewed: 12/09/2022, 12/16/2024
Revised:

508.04 - STUDENT ILLNESS OR INJURY AT SCHOOL

When a student becomes ill or is injured at school, the school district shall attempt to notify the student's parents as soon as possible.

The school district, while not responsible for medical treatment of an ill or injured student, will have employees present administer emergency or minor first aid if possible. An ill or injured child will be turned over to the care of the parents or qualified medical employees as quickly as possible.

It shall be the responsibility of the school nurse to file an accident report with the superintendent within one business day after the student is injured.

Annually, parents shall be required to complete a medical emergency authorization form indicating the procedures to be followed, if possible, in an emergency involving their child. The authorization form will also include the phone numbers of the parents and alternative numbers to call in case of an injury or illness.

The superintendent shall be responsible, in conjunction with the school nurse, to develop rules and regulations governing the procedure in the event a student should become ill or be injured at school.

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.05 - EMERGENCY PLANS AND DRILLS

Students will be informed of the appropriate action to take in an emergency. Emergency drills for fire, weather, and other disasters shall be conducted each school year in accordance with policy 905.07 and the district's Annual Emergency Safety Plan.

Legal Reference:	Neb. Statute 79-705 and 706 Neb. Statute 81-527 NFPA Life Safety Code 101 Sect. 15.7
Cross Reference:	801.04 Bus Safety Program 905 Safety Program

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.06 - STUDENT INSURANCE

Students shall have the opportunity to participate in the health and accident insurance plan selected by the school district. The cost of the health and accident insurance program shall be borne by the student. Participation in the insurance health and accident plan is not a contract with the school district, but rather, a contract between the insurance company and the student.

Students participating in intramural or extracurricular athletics may be required to have health and accident insurance. The student shall bring written proof of insurance, sign the insurance waiver provided by the district, or participate in the health and accident insurance program selected by the school district.

Legal Reference: Neb. Statute 44-762
79-526

Cross Reference: 506 Student Activities

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.07 - CUSTODY AND PARENTAL RIGHTS

Students being released before the end of the school day will only be released to immediate family members or individuals authorized by parents or legal guardians, and identification is required when an adult picking up the student is unfamiliar to staff or volunteers.

Disagreements between family members are not the responsibility of the school district. The school district will not take the "side" of one family member over another in a disagreement about custody or parental rights. Court orders that have been issued shall be followed by the school district. It shall be the responsibility of the person requesting an action by the school district to inform and provide the school district the court order allowing such action.

This policy does not prohibit an employee from listening to a student's problems and concerns.

It shall be the responsibility of the employees to remain neutral in a disagreement about custody and parental rights.

Legal Reference:	34 C.F.R. §99.4 (1995)	
	Neb. Statute	42-364
		42-381
		43-2,902
Cross Reference:	507	Student Records

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.08 - STUDENT SPECIAL HEALTH SERVICES

The board recognizes that some special education students need special health services during the school day. These students shall receive special health services in accordance with their individualized education program.

The superintendent, in consultation with licensed health personnel, shall establish administrative regulations for the implementation of this policy.

Legal Reference: 20 U.S.C. §§ 1400 et seq. (1994).
34 C.F.R. Pt. 300 et seq. (1996).

Cross Reference: 504 Student Rights and Responsibilities
507 Student Records
604.03 Special Education

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.09 - GUIDANCE AND COUNSELING

The board recognizes that students may require guidance and counseling services to assist them in reaching their educational potential. Students may be referred to the counseling program under provisions of Policy 608.01.

The student's guidance program may include individual or group activities to help the student develop positive relationships with others, to develop appropriate behaviors for various educational and social settings, to develop effective study habits, improve their understanding of self in terms of interests, abilities, achievements and values, and formulate educational and career plans.

Cross Reference:	102	Educational Philosophy of the School District
	604	Instructional Curriculum
	605	Alternative Programs
	608.01	Student Guidance and Counseling Program

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.10 - REFERRAL OF STUDENTS TO OTHER AGENCIES

School employees having knowledge of or reasonable cause to suspect that a child is abused or neglected will report the circumstances to the Nebraska Department of Health and Human Services or a local law enforcement agency according to the child abuse reporting procedures of Policy 403.02.

In the case of a suspected violation of law, any questioning and apprehension of students by law enforcement authorities will be conducted according to Policy 504.17.

Legal Reference: Neb. Statute 28-711

Cross Reference: 403.02 Child Abuse Reporting
504.17 Questioning of Students by Outside Agencies

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.12 - ASTHMA AND ALLERGIC REACTION PROTOCOL

The district will adopt and implement the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis) Protocol as required by the Nebraska Department of Education. The school shall allow a student with asthma or anaphylaxis to self- manage his or her asthma or anaphylaxis condition upon written request of the student's parent or guardian and authorization of the student's physician or other health care professional who prescribed the medication for treatment of the student's condition.

The superintendent, in conjunction with licensed health personnel, shall establish administrative regulations for the implementation of this policy during regular hours while school classes are in session. The regulations established shall comply with NDE rules regarding the protocol to follow in case of a life-threatening asthma or systemic allergic reaction and use of an EpiPen and albuterol. Also, these shall ensure that each school building will procure and maintain the equipment and medication necessary under the protocol in the case of any student or school staff emergency. Staff training in using the protocol shall occur periodically. Records of such training and occurrences of administering medication under the protocol shall be maintained.

The parent or guardian of a student of minority age may sign a waiver requesting that their student not receive emergency treatment under this protocol. Information about the waiver shall be provided to parents in the student handbook.

Legal Reference: NDE Rule 59.006

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.12E1- WAIVER OF EMERGENCY RESPONSE TO LIFE THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS PROTOCOL

_____ School District

Student Name: _____ Date of Birth: _____

School: _____ Grade: _____

I am aware of the school policy that provides a protocol to follow by school personnel to administer EpiPen/albuterol to a student when it is determined that the student is suffering a life-threatening asthma or systemic allergic reaction while school is in session.

After considering the school policy and the best interests of my child, _____, I do not wish to have him/her administered albuterol or medication from an Epi-Pen by school personnel under any circumstances for the 20___ - 20___ school year.

_____ _____

(Signature of Parent/Legal Guardian/Custodian of Child) (Date)

508.12R1 - ASTHMA AND ALLERGIC REACTION PROTOCOL

EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)
DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.
A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

Chest tightness
Wheezing
Severe shortness of breath
Retractions (chest or neck “sucked in”)
Cyanosis (lips and nail beds exhibit a grayish or bluish color)
Change in mental status, such as agitation, anxiety, or lethargy
A hunched-over position
Breathlessness causing speech in one-to-two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the symptoms may occur within seconds. The more immediate the reactions, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives
Abdominal: pain, nausea and vomiting, diarrhea
Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness,
difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate,
ventricular fibrillation (no pulse)
Mental status: apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:
1. **CALL 911**
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement emergency
protocol
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer medications (EpiPen and albuterol) per standing order

5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible
8. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility

STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:
Administer an IM EpiPen-Jr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds
Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back
Administer CPR, if indicated

_____ _____
(PHYSICIAN) Date (PHYSICIAN) Date

_____ _____
(PHYSICIAN) Date (PHYSICIAN) Date

508.13 - SCHOOL WELLNESS

The board adopts this policy to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This will assist in providing students with the opportunity to achieve personal, academic, developmental and social success.

1. **District Wellness Committee**

Committee Role and Membership

The District will convene a representative District Wellness Committee (DWC) that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this District wellness policy.

The DWC membership will represent all school levels and include (to the extent possible), but not be limited to: parents and caregivers; students; school nutrition program representatives; physical education teachers; health education teachers; school health staff or representatives, and mental health and social services staff; school administrators, school board members; health professionals; and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators. To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

Leadership

The Superintendent or designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school site's compliance with the policy.

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Appendix A for a list of school-level wellness policy coordinators.

2. **Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and

beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at the District's website.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at the District's Central Administrative Office, and/or on the District's computer network. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

Annual Notification of Policy

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the district website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District/school officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and

- A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is the Superintendent or Superintendent's designee.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

Community Involvement, Outreach and Communications

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

3. **Nutrition**

School Meals

The District is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams trans fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP). *[Other District nutrition programs in which the district participates may include the Fresh Fruit & Vegetable Program (FFVP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Nebraska Beef in Schools programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts, Grab 'n' Go Breakfast, or others.]*

[All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- *Are accessible to all students;*
- *Are appealing and attractive to children;*
- *Are served in clean and pleasant settings;*
- *Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet USDA nutrition standards.)*
- *Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:*
    - *Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).*
    - *Sliced or cut fruit is available daily.*
    - *Daily fruit options are displayed in a location in the line of sight and reach of students.*
    - *All available vegetable options have been given creative or descriptive names.*
    - *Daily vegetable options are bundled into all grab-and-go meals available to students.*
    - *All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.*
    - *White milk is placed in front of other beverages in all coolers.*
    - *Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.*
    - *A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).*
    - *Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.*

- *Student artwork is displayed in the service and/or dining areas.*
- *Daily announcements are used to promote and market menu options.]*

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These school nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout every school campus ("school campus" and "school day" are defined at the end of this policy). The District will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at www.foodplanner.healthiergeneration.org.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, "will meet or exceed state nutrition standards". These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, "will meet or exceed state nutrition standards," including through:

Celebrations and parties. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the Alliance for a Healthier Generation and from the USDA.
Classroom snacks brought by parents. The District will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
Rewards and incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day. The District will make available to parents and teachers a list of healthy fundraising ideas or similar resources.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:
Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques; and
Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards.

Nutrition Education

The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;

- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

Essential Healthy Eating Topics in Health Education

The District will include in the health education curriculum a minimum of 12 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using FDA's nutrition fact labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain trans fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

Food and Beverage Marketing in Schools

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, "state nutrition standards," such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is in financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

4. Physical Activity

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement and the district is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). All schools in the district will be encouraged to participate in Let's Move! Active Schools (www.letsmoveschools.org) in order to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) will not be withheld as punishment. The District will provide teachers and other school staff with a list of ideas for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

Physical Education

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the "Essential Physical Activity Topics in Health Education" subsection). The curriculum will support the essential components of physical education.

All students will be provided equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All District elementary students in each grade will receive physical education for at least 60-89 minutes per week throughout the school year.

All District secondary students (middle and high school) are required to take the equivalent of one academic year of physical education.

The District physical education program will promote student physical fitness through individualized fitness and activity assessments (via the Presidential Youth Fitness Program or other appropriate assessment tool) and will use criterion-based reporting for each student.

Essential Physical Activity Topics in Health Education

Health education will be required in all grades (elementary) and the district will require middle and high school students to take and pass at least one health education course. The District will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise and fitness
- Phases of an exercise session, that is, warm up, workout and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers and culture
- How to find valid information or services related to physical activity and fitness
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity.

Recess (Elementary)

All elementary schools will offer at least 20 minutes of recess on all days during the school year. This policy may be waived on early dismissal or late arrival days. If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built in to the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather and conditions are feasible for outdoor play. In the event of indoor recess, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

Classroom Physical Activity Breaks (Elementary and Secondary)

The District recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. The District recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom time at least three days per week. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The District will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through USDA and the Alliance for a Healthier Generation.

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The District offers opportunities for students to participate in physical activity either before and/or after the school day through a variety of methods. The District will encourage students to be physically active before and after school by offering options such as physical activity clubs, physical activity in aftercare, intramurals or interscholastic sports.

Active Transport

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by specifically selecting and engaging in six or more of the activities below or others as added by the District:

- Designate safe or preferred routes to school
- Promote activities such as participation in International Walk to School Week, National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area)
- Instruction on walking/bicycling safety provided to students
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper
- Use crossing guards
- Use crosswalks on streets leading to schools
- Use walking school buses
- Document the number of children walking and or biking to and from school
- Create and distribute maps of school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)

5. Other Activities that Promote Student Wellness

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the DWC.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Community Partnerships

The District will develop, enhance, or continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

Community Health Promotion and Family Engagement

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the district's website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

Staff Wellness and Health Promotion

The DWC will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

Schools in the District will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors and may provide examples of specific actions staff members can take. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

Professional Learning

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

Definitions:

Extended School Day – the time during, before and afterschool that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

School Campus - areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day – the time between midnight the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

Legal Reference:

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. Section 1758b
7 CFR Sections 210 and 220
National School Lunch Program, 42 U.S.C. Section 1751 et seq.
NDE Rule 10

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.15 - CONCUSSION AWARENESS

Training to recognize the symptoms of concussions and brain injuries and how to seek their proper medical treatment shall be made available to coaches of the district's athletic teams.

The district will provide information on concussions and brain injuries to athletes and their parents or guardians prior to the beginning of practice or competition including at least:

1. The signs and symptoms of concussions;
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 coaches.

A student participating on a school athletic team shall be removed from a practice or game when reasonably suspected of having sustained a concussion or brain injury in that activity after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school.

The injured student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student;

1. has been evaluated by a licensed health care professional;
2. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional;
3. 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 as required above, the parent or guardian of the student shall be notified by the school of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.

The district shall establish a return to learn protocol for students that have sustained a concussion. The return to learn protocol shall recognize that students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

It is the responsibility of the superintendent to implement this policy.

Legal Reference: Neb. Statute 71-9104

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.16 - RETURN FROM PEDIATRIC CANCER

The Board recognizes that students who have been treated for pediatric cancer and are returning to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff.

The district shall establish a return to learn protocol for students returning from the treatment of pediatric cancer The return to learn protocol shall recognize that these students may need accommodations for specific cognitive, behavioral, physical, developmental, and social impairments.

When appropriate, a section 504 plan may be developed to coordinate and accomplish these accommodations and modifications.

It is the responsibility of the superintendent to implement this policy.

Legal Reference: LB 511 (2015)

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

508.17 - SEIZURE SAFE SCHOOLS

Each school building will have a “seizure action plan” if the following criteria are met: (1) at least one student in that building has been identified as having a seizure disorder; and (2) that student’s parent or guardian and health care provider have worked with the school to develop a seizure action plan.

Every building with a seizure action plan will have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms.

In accordance with state law, except in the case of an emergency, prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian must:

1. Provide the school with a written authorization to administer the medication at school;

2. Provide a written statement from the student's health care practitioner containing the following information:
   a. The student's name;
   b. The name and purpose of the medication;
   c. The prescribed dosage;
   d. The route of administration;
   e. The frequency that the medication may be administered; and
   f. The circumstances under which the medication may be administered.

3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and

4. Collaborate with school employees to create a seizure action plan.

If permitted by the student's seizure action plan, a student shall be allowed to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

Legal Reference: Neb. Statute 79-3201 to 3207

Approved: 8-14-23
Reviewed: 12/16/2024
Revised:

508.18 - NALOXONE IN SCHOOL

The Board hereby permits the storage, administration, and implementation of naloxone (also known as Narcan) in school, so long as such storage, administration, and implementation complies with all legal requirements and the best interests of student health.

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspect opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference: Neb. Rev. Stat. § 28-470

Approved: 8-14-23
Reviewed: 12/16/2024
Revised:

508.19 - BEHAVIORAL POINTS OF CONTACT

The Superintendent is delegated the authority to designate one or more behavioral awareness and health points of contact for each school building in the District. The behavioral awareness and health point of contact may be an administrator, nurse, psychologist, counselor, or another appropriate staff member. Each behavioral awareness and health point of contact will be trained in behavioral awareness and health and have knowledge of community service providers and other resources that are available for the students and families in the District. The District will maintain or have access to a registry of local mental health and counseling resources for students and parents.

The points of contact will be listed on the District's website and in the student handbook.

The Superintendent shall report the designated behavioral awareness and health points of contact to the Nebraska State Department of Education each year when requested by the Department.

In addition, all District employees who interact with students, as determined by the Superintendent, shall receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. The Superintendent or designee shall be responsible for coordinating this training.

Legal Reference: Neb. Rev. Stat. § 79-11,159
LB 705, § 4 (2023)

Approved: 8-14-23
Reviewed: 12/16/2024
Revised:

508.20 - HEAD LICE AND OTHER PARASITIC INSECTS

This policy is intended to provide clarity for students, staff, and families regarding head lice and other parasitic insects.

1. Initial Identification and Parent/Guardian Notification

Upon identification of a student with live head lice and/or nits, the parent/guardian will be immediately notified. The student will be discreetly and respectfully sent home with detailed instructions on appropriate treatment protocols. Whether the student is sent home at the end of the day or earlier will be at the discretion of the school nurse, based on the severity and risk of transmission to other students and staff.

It is expected that the child will miss no more than one day of school due to head lice/nits. The responsibility of treatment rests with the parents/guardians.

2. Treatment Verification and School Re-Entry

Prior to returning to school, the parent/guardian must treat the student and remove nits. Upon the student's return, a school nurse or designated qualified individual will inspect the student for live lice. If live lice are present, the student will be sent home. In cases where nits are found but no live lice, parents will be advised to continue nit removal and combing. Regular follow-up checks may be conducted to ensure effective lice management.

3. Recurrent Infestations

In cases where a student experiences two instances of live lice within a single semester, they will be sent home until they are free from both live lice and nits. School personnel may also notify DHHS or other public health agencies to increase the likelihood of additional support being available to families with recurrent infestations.

4. Additional Screening Procedures

Members of the same household as the affected student may also be checked for lice/nits.

Whole classroom screenings will only be conducted if deemed necessary by the school nurse and/or building principal.

5. Classroom Environment Management

The affected classroom and upholstered furniture will be vacuumed by the custodian. Stuffed animals and similar items will be either bagged for two weeks or washed and dried at high temperatures. Environmental pesticide treatments may also be utilized as necessary.

Students will be encouraged not to share personal items that may facilitate the spread of lice.

6. Notification Procedures

Notifications of head lice cases will be handled on an individual basis. Classroom notifications will be issued for the grade level of the student with an active case.

In instances of multiple cases across different grades, notifications will be extended to all parents/guardians of students in the building, as determined by the school nurse or principal.

7. Exclusion and Re-Entry for Chronic or Severe Cases

In rare instances of chronic or severe head lice infestation, the school nurse will assess the situation. If exclusion is considered, the nurse will consult with the administrator, documenting repeated unsuccessful management attempts.

Re-entry of the student post-exclusion will depend on a head check showing progress in lice management, evidenced by the absence of live lice and a reduction in nits.

The school nurse may monitor progress over time, with the aim of supporting the family in eradicating head lice.

This policy is subject to the professional judgment of the school nurse and/or building principal, who may implement additional measures in extraordinary circumstances. The primary objective of this policy is to ensure the health and well-being of all students while minimizing disruptions to the educational process.

8. Other Parasitic Insects

The school nurse and principal will apply similar procedures, subject to their professional judgment, for other parasitic insects, such as bedbugs, scabies, or fleas.

Approved: 3-11-2024
Reviewed: 12/16/2024
Revised:

509 - Other Student-Related Matters

509.01 - CLASS OR STUDENT GROUP GIFTS

The board welcomes gifts to the school district from a class or student group. While class gifts to the school district require the approval of the superintendent, the board encourages students to consult with the superintendent or other certificated employees prior to selecting a gift for the school district.

No principal, teacher, or other employee of the Board will accept money as a gift from any student. Gifts of appreciation given by a class to a principal, teacher, or other employee of the Board will not exceed $25 in value.

Cross Reference: 705.04 Gifts, Grants and Bequests

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

509.02 - OPEN NIGHT

In keeping with good community relations, student school activities will not be scheduled on Wednesday night beyond 6:00 p.m. whenever possible. It shall be the responsibility of the principal to oversee the scheduling of school activities for compliance with this policy.

Cross Reference: 1001 Principles and Objectives for Community Relations

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

509.03 - STUDENT AND STAFF MEMORIALS

The Board recognizes that when a school experiences the sudden death of a student or staff member, it is important to acknowledge the event. Additionally, certain traumatic events occurring outside the school community may also require acknowledgment through appropriate activities. Requests for remembering or memorializing a person or event shall be approved by the Superintendent, subject to this policy. Major school ceremonies such as graduation, awards, and scholarship events are not appropriate for significant memorial activities. School-wide recognition of anniversary dates will not occur. District counseling services may be made available to provide support.

The Board recognizes that memorials of flowers, personal messages and mementoes are often created at lockers, student gathering spaces and other areas on district property upon such losses or events. Memorials may be permitted at the discretion of the building principal. Administrators will consult with the family of the deceased, as appropriate. The display of all remembrances will be temporary in nature, removed in a timely manner and offered to the family. Temporary memorial symbols displayed on school grounds will be limited to a maximum of one month past the occurrence being memorialized. Gifts or donations to the District Foundation for scholarships are encouraged for a more lasting remembrance.

Requests may be made to memorialize an individual or event in the school yearbook or one edition of the school newspaper/newsletter. Information may be included on a “Memorial Page,” but should be limited to the name, photo, dates of birth/death, and school activities in which the student or staff member participated. It is not appropriate to list cause of death in the publication.

In considering memorial activity requests, the administration will balance memorializing or commemorating the individual or event on the one hand, while not creating an atmosphere that may glamorize, romanticize or stigmatize a traumatic event. In the event the board approves a memorial to be placed on school grounds, it is strongly recommended that such memorials be in the form of a living memorial, such as a tree. Individuals must realize that in the future the memorial may experience demolition when tree has died or been damaged, or modifications for any other reason if the board determines that the memorial should be moved or removed.

The district may receive items for the school as a memorial to a student or person having special significance to the students of that school. Items received as memorials become the property of the district. Donors must have the Superintendent’s prior approval to donate any such item to the district. The Superintendent may establish guidelines for the acceptance of such memorials.

Memorial or funeral services shall not be conducted on district property. No “sport jersey number” will be retired as a dedication or memorial of a deceased student. Assigned jersey numbers of a deceased student will not be used until the next sports season. Any monetary

donations to the school in memory of a deceased student will be directed toward the Hemingford Scholarship Foundation.

The crisis handbook developed by the counselors and crisis committee, and approved as part of the district's administrative guidelines shall be used to direct and guide the school. It shall be presented annually to the board by the counselors for the board's continuing approval.

Existing memorials established prior to the implementation of this policy will be handled on an individual basis.

When deemed appropriate by the Superintendent, schools may observe a moment of silence in memory of the individual or in recognition of certain events. Otherwise, student, staff or community deaths will not be announced or memorialized over the intercom or on reader boards. School will not be cancelled, delayed or dismissed early on the day of a memorial service without Superintendent approval. Flags may be lowered only in accordance with state and federal law.

Approved:
Reviewed: 01/09/2023, 12/16/2024
Revised:

Section 600 - Instruction

601.00 - GOALS AND OBJECTIVES

This series of the board policy manual is devoted to the goals and objectives for the delivery of the education program as described by the mission statement of the district. The board's objective in the design, contents and the delivery of the education program is to provide an equal opportunity for students to pursue an education free of discrimination on the basis of race, creed, color, sex, national origin, marital status, religion or disability.

In providing the education program of the school district, the board shall strive to meet its overall goal of providing the students an opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance and encourages critical thinking in students.

In striving to meet this overall goal, the objectives of the education program are to provide students with an opportunity to:

- Acquire basic skills in obtaining information, solving problems, thinking critically and communicating effectively;
- Become effective and responsible contributors to the decision-making processes of the social and political institutions of the community, state and nation;
- Acquire entry-level job skills and knowledge necessary for further education;
- Acquire the capacities for a satisfying and responsible role as family members;
- Acquire knowledge, habits and attitudes that promote personal and public health, both physical and mental;
- Acquire an understanding of ethical principles and values and the ability to apply them to their own lives;
- Develop an understanding of their own worth, abilities, potential and limitations; and,
- Learn and enjoy the process of learning and acquire the skills necessary for a lifetime of continuous learning and adaptation to change.

Legal Reference: NDE Rule 10.012.01A

Cross Reference: 102 Educational Philosophy of the District

Approved:
Reviewed: 02/13/2023
Revised:

602 - General Organization

602.01 - SCHOOL CALENDAR

The school calendar shall accommodate the education program of the school district. The school calendar shall accommodate instruction for a minimum of 1,080 hours for students in grades nine through twelve, 1,032 hours for students in grades one through eight, 400 hours for students in kindergarten and 450 hours for students in Preschool. The school calendar shall include, but need not be limited to, 185 days for student instruction, staff development, in-service days and teacher conferences.

Special education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program.

The board, in its discretion, may excuse graduating seniors from up to five days of instruction after the school district requirements for graduation have been met. The board may also excuse graduating seniors from making up days missed due to inclement weather if the student has met the school district's graduation requirements.

It shall be the responsibility of the calendar committee to develop the school calendar for recommendation, approval, and adoption by the board annually. The calendar committee shall be made up of teachers, administration and board members.

The board may amend the official school calendar when the board considers the change to be in the best interests of the school district's education program.

Legal Reference: Neb. Statute 79-211
NDE Rule 10.012.01B

Cross Reference: 503 Student Attendance
604.03 Special Education

Approved:
Reviewed: 02/13/2023
Revised:

602.02 - SCHOOL DAY

The normal Monday through Thursday student school day for kindergarten through twelfth grade shall consist of a minimum of 6.8 hours, not including the lunch period (Seniors enrolled in school to work or internship programs are exempt). The school day consists of the schedule of class instruction and class activities as established and sponsored by the school district. Time during which school is dismissed for tournaments or contests, parent/teacher conferences, funerals, parades and school picnics may be counted as part of the student's instructional time. The minimum school day shall meet the requirements as established for the operation of accredited schools.

Friday student school day will consist of 5.07 hours of instruction.

The district may occasionally schedule a school day for less than the standard minimum number of hours due to the scheduling of staff development opportunities, parent-teacher conferences or special events occupying a portion of the day. Schedule revisions and changes in time allotments will be made by the superintendent.

When the school is forced to close due to weather or other emergencies, that part of the day during which school was in session will constitute a school day.

Approved:
Reviewed: 02/13/2023
Revised:

603 - Curriculum Development

603.01 - CURRICULUM DEVELOPMENT

Curriculum development shall be an ongoing process in the school district. Each curriculum area shall be reviewed and revised when necessary according to the timelines set out by the superintendent. These timelines will provide for periodic review of each curriculum area.

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research of the school district's curriculum needs and a long-range curriculum development program. In making recommendations to the board, the superintendent shall propose a curriculum that will:

- fulfill the philosophy of the school district;
- reflect the educational and operational needs assessment of the school district;
- articulate courses of study from kindergarten through grade twelve;
- identify minimum objectives for each course and, at the elementary level, for each grade;
- provide for the evaluation of the procedures and methods for attaining the objectives;
- provide for objective monitoring of a student's progress;
- provide for the needs of vocational and college bound students;
- include, if feasible, the course offerings requested by the students;
- provide measurable quality academic content standards by the dates specified in Part 004 of Rule 10 that are the same as, equal to or more rigorous than the adopted state standards of the Nebraska Department of Education.

The above mentioned standards include the English Language Arts Standards, Mathematics Standards, Science Standards, Social Studies Standards, and all other curricular areas offered by Hemingford School, as approved by NDE.

Any local changes from the specific standards as approved by NDE in those four areas specifically mentioned above will be attached to this policy.

It shall be the responsibility of the superintendent to keep the board apprised of necessary curriculum changes and revisions and, if needed, to develop administrative regulations for curriculum development and recommendations to the board.

Legal Reference: NDE Rule 10
20 U.S.C. § 1232h (1994).
34 C.F.R. Pt. 98 (1996).

Cross Reference:
102 Educational Philosophy of the District
104 Educational and Operational Planning
604 Instructional Curriculum
606 Instructional Materials

Approved:
Reviewed: 02/13/2023
Revised:

603.02 - CURRICULUM ADOPTION

Curriculum of the school district must be recommended by the superintendent and approved by the board.

The board may authorize the use of curriculum guides when it adopts the curriculum. Such guides will be used when, in the opinion of the superintendent, they will be of assistance to the instructional program and will provide a consistent approach in the instructional program.

Legal Reference: 20 U.S.C. § 1232h (1994).
34 C.F.R. Pt. 98 (1996).

Approved:
Reviewed: 02/13/2023
Revised:

603.03 - CURRICULUM GUIDES AND COURSE OUTLINES

Curriculum guides and course outlines will be written for all courses offered in the district. L.E.A.R.N.S. (Leading Educational Achievement through Rigorous Nebraska Standards) as adopted by the State Board of Education will be included. Teachers are expected to adhere closely to the course of study adopted by the district. Information regarding course offerings will be made available to all students and interested district patrons, upon request.

Approved:
Reviewed: 02/13/2023
Revised:

603.04 - CURRICULUM EVALUATION

When deemed necessary by the curriculum director, and whenever a new program is proposed, the board will review the curriculum to determine its strengths and weaknesses. The board may authorize the superintendent to appoint an ad hoc advisory committee to review the curriculum.

The board shall review the students' performance on standardized tests, courses, and other indicators of student achievement deemed relevant by the board as a guideline for the effectiveness of the curriculum. It shall be the responsibility of the superintendent to provide the board with the test scores and grades along with the superintendent's comments about the school district's curriculum.

Legal Reference: 20 U.S.C. § 1232h (1994).
34 C.F.R. Pt. 98 (1996).

Cross Reference:
101 Educational Philosophy of the District
104 Educational and Operational Planning
604 Instructional Curriculum
611 Academic Achievement

Approved:
Reviewed: 02/13/2023
Revised:

603.05 - PILOT, EXPERIMENTAL OR INNOVATIVE PROJECTS

The board welcomes new ideas in curriculum. Proposals for pilot or experimental projects shall first be reviewed and analyzed by the administration. Projects recommended by the superintendent will be considered by the board. Pilot and experimental projects approved by the board, the Nebraska Department of Education, or the U. S. Department of Education may be utilized in the education program.

Students, who may be or are asked to participate in a research or experimental project or program, must have their parents' written consent on file prior to participating in the project or program. A research or experimental program or project requiring parents' prior written consent is a program or project designed to explore or develop new or unproven teaching methods or techniques. These programs or projects shall be designated as research or experimental projects or programs. The educational materials of a program or project designated as a research or experimental program or project may be inspected and reviewed by the parents of the students participating or being considered for participation in the program or project. The inspection and review by the parents shall be in accordance with board policy 606.02, "Instructional Materials Inspection."

It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy.

Legal Reference: 20 U.S.C. § 1232h (1994).
34 C.F.R. Pt. 98 (1996)..

Cross Reference: 604 Instructional Curriculum

Approved:
Reviewed: 02/13/2023
Revised:

604 - Instructional Curriculum

604.01 - BASIC INSTRUCTION PROGRAM

The basic instructional program shall include the courses required for each grade level by the Nebraska Department of Education.

The basic weekly instructional program of students enrolled in the elementary grades shall include reading and language arts, mathematics, social studies, science, health, physical education, art, and music. Writing skills shall be incorporated in all curricular areas. The district shall consider elementary grades to be all grades up to sixth.

The basic yearly instructional program of students enrolled in the junior high shall include reading, language arts, mathematics, social studies, science, health, art, music, and physical education. Writing skills shall be incorporated in all curricular areas. Exploratory experiences shall be offered in vocational education, and technology education.

The basic instructional program of students enrolled in the high school grades shall consist of a minimum of 400 instructional units including language arts (60 units), social science (40 units), mathematics (40 units), science (40 units), foreign language (20 units), vocational education (80 units), personal health and physical fitness (20 units), and visual and performing arts (40 units). Writing skills shall be incorporated in all curricular areas. The instructional program shall include computer education. The district shall consider high school grades to be all grades of ninth and above.

Each instructional program shall be carefully planned for optimal benefit taking into consideration the financial condition of the school district and other factors deemed relevant by the board or superintendent. Each instructional program's plan should describe the program, its goals, the effective materials, the activities and the method for student evaluation.

It shall be the responsibility of the superintendent to implement and monitor the district's curriculum.

Legal Reference: NDE Rule 10.005 - 10.007

20 U.S.C. § 1232h (1994)
34 C.F.R. Pt. 98 (1996)

Cross Reference:
102 Educational Philosophy of the District
103 Equal Educational Opportunity
104 Educational and Operational Planning
603 Curriculum Development

611 Academic Achievement

Approved:
Reviewed: 02/13/2023
Revised:

604.02 - SUMMER SCHOOL INSTRUCTION

Generally, only supplementary elementary courses will be offered during summer school. However, the board, in its discretion, may offer summer school for one or more courses and student activities for students who need additional help and instruction or for enrichment in those areas. This decision shall be within the discretion of the board.

Upon receiving a request for summer school, the board shall weigh the benefit to the students and the school district as well as the school district's budget and availability of certificated employees to conduct summer school.

The high school provides summer school for credit recovery. Students are able to recover up to 2 classes during a two week period. Students are selected for summer school by administration.

It shall be the responsibility of the superintendent to implement this policy.

Cross Reference: 411.02 Summer School Certificated Employees
604 Instructional Curriculum
801.07 Summer School Program Transportation Service

Approved:
Reviewed: 02/13/2023
Revised:

604.04 - MULTICULTURAL EDUCATION

Students shall have an equal opportunity for a quality education without discrimination, regardless of their race, religion, color, sex, marital status, national origin or disability.

The education program shall be free of discrimination and provide equal opportunity for the students. The education program shall foster knowledge of and respect and appreciation for the culture, history and contributions of diverse cultural groups including, but not limited to, African Americans, Hispanic Americans, Native Americans, and Asian Americans. It shall place special emphasis on human relations and sensitivity toward all races.

The board shall adopt a written plan for the implementation of multicultural education and shall evaluate this plan periodically. During the evaluation process, the board shall involve parents, students, employees and a diverse representation of the community members in assessing the effectiveness and appropriateness of the program. The plan shall establish district goals for the multicultural program and will include staff development to assist the district in pursuing these goals. The plan shall include a process for selecting appropriate materials and shall incorporate multicultural education into all subject areas of the core curriculum of grades kindergarten through twelve.

The superintendent will annually report the status of the multicultural education program to the board.

Legal Reference:	Neb. Statute 79-719 et seq.	
	NDE Rule 10.004.01F	
Cross Reference:	103	Equal Educational Opportunity
	601	Goals and Objectives

Approved:
Reviewed: 02/13/2023
Revised:

604.05 - HEALTH EDUCATION

Students in grade levels one through twelve shall receive, as part of their health education, instruction about personal health; food and nutrition; environmental health; safety and survival skills; consumer health; family life; human growth and development; substance abuse and non-use, including the effects of alcohol, tobacco, drugs and poisons on the human body; human sexuality; self-esteem; stress management; interpersonal relationships; emotional and social health; health resources; prevention and control of disease; and communicable diseases, including acquired immune deficiency syndrome. The purpose of the health education program is to help each student protect, improve and maintain physical, emotional and social well-being.

The areas stated above shall be included in health education and the instruction shall be adapted at each grade level to aid understanding by the students.

Parents who object to health education instruction in human growth and development may file a written request that the student be excused from the instruction. The written request shall include a proposed alternate activity or study acceptable to the superintendent. The superintendent shall have the final authority to determine the alternate activity or study.

Cross Reference:	504	Student Rights and Responsibilities
	508	Student Health and Well-Being
	608	Instructional Services

Approved:
Reviewed: 02/13/2023
Revised:

604.06 - PHYSICAL EDUCATION

Students in kindergarten through eight shall be required to participate in physical education courses unless they are excused by the principal.

Students in grades nine through twelve are required to participate in one year or 10 instructional units of physical education. If offered, participation in health education courses may apply toward this requirement.

Students may be excused from physical education courses if the student presents a written statement from a doctor stating that such activities could be injurious to the health of the student or the student has been exempted because of a conflict with the student's religious beliefs.

Students who will not participate in physical education must have a written request or statement from their parents, or a medical doctor's written excuse.

Cross Reference: 506 Student Activities

Approved:
Reviewed: 02/13/2023
Revised:

604.07 - CAREER EDUCATION

Preparing students for careers is one goal of the education program. Career education will be written into the education program for grades kindergarten through twelve. This education shall include, but not be limited to, awareness of self in relation to others and the needs of society, exploration of employment opportunities, experiences in personal decision-making, and experiences of integrating work values and work skills into their lives.

It shall be the responsibility of the superintendent to assist certificated employees in finding ways to provide career education in the education program. Special attention should be given to offering courses of vocational education. The board, in its review of the curriculum, shall review the means in which career education is combined with other instructional programs.

Approved:
Reviewed: 02/13/2023
Revised:

604.08 - DRIVER EDUCATION

If a traffic safety education program is provided by the district, the program will be made available to all eligible resident students. The district will charge a tuition rate as established by the board.

Eligible nonresident students may enroll in the district's traffic safety education program if resources are available. Nonresident students may be charged tuition at a higher rate than resident students.

The district will develop procedures for establishing tuition rates and enrolling nonresident students. If a program is not offered within the district, students will arrange for their own class in Alliance or other nearby districts or community colleges.

Approved:
Reviewed: 02/13/2023
Revised:

604.09 - TEACHING ABOUT RELIGION

The school district is required to keep the practice of religion out of the school curriculum. The board recognizes the key role religion has played in the history of the world and authorizes the study of religious history and traditions as part of the curriculum. Preferential or derogatory treatment of a single religion shall not take place.

It shall be the responsibility of the superintendent to ensure the study of religion in the schools in keeping with the following guidelines:

- the proposed activity must have a secular purpose;
- the primary objective of the activity must not be one that advances or inhibits religion; and
- the activity must not foster excessive governmental entanglement with religion.

Cross Reference: 605.05 Religious-Based Exclusion from a School Program
607.02 School Ceremonies and Observances

Approved:
Reviewed: 02/13/2023
Revised:

604.10 - ACADEMIC FREEDOM

The board believes students should have an opportunity to reach their own decisions and beliefs about conflicting points of view. Academic freedom is the opportunity of licensed employees and students to study, investigate, present, interpret, and discuss facts and ideas relevant to the subject matter of the classroom and appropriate to and in good taste with the maturity and intellectual and emotional capacities of the students.

It shall be the responsibility of the teacher to refrain from advocating partisan causes, sectarian religious views, or biased positions in the classroom or through teaching methods. Teachers are not discouraged from expressing personal opinions as long as students are aware it is a personal opinion and students are allowed to reach their own conclusions independently.

It shall be the responsibility of the principal to ensure academic freedom is allowed but not abused in the classroom.

Cross Reference:	406.50	Certificated Employee Academic Freedom
	504.00	Student Rights and Responsibilities
	1005.10	Distribution or Posting of Materials

Approved:
Reviewed: 02/13/2023
Revised:

604.11 - CITIZENSHIP

It is important that students develop a knowledge of our nation's history, government, geography, and economic system. The social studies courses shall include and adequately stress contributions of all ethnic groups to:

1. The development and growth of America into a great nation;
2. Art, music, education, medicine, literature, science, politics, and government; and
3. The military in all this nation's wars.

All grades below the sixth grade shall devote at least one hour per week to exercises or teaching periods for the following purpose:

1. The discussion of noteworthy events pertaining to American history or the exceptional acts of individuals and groups of Americans;
2. The historical background, memorization, and singing of patriotic songs such as the Star-Spangled Banner and America the Beautiful;
3. The development of respect for the American flag as a symbol of freedom and the sacrifices of those who secured that freedom; and
4. Instruction as to proper conduct in the presentation of the American flag.

In at least two of the three grades from the fifth-grade to the eighth-grade time shall be set aside for the teaching of American history from the social studies curriculum, which shall give students the opportunity to:

1. Become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for both the Constitution of the United States and the Constitution of Nebraska; and
2. Prepare to preserve, protect, and defend freedom and democracy in our nation and our world.

In at least two high school courses time shall be devoted to the teaching of civics and American history as outlined in the social studies standards adopted by the Nebraska Department of Education, in which specific attention shall be given to the following matters:

1. The Declaration of Independence, the United States Constitution, the Constitution of Nebraska, and the structure and function of local government in this state;
2. The benefits and advantages of representative government, the rights and responsibilities of citizenship in our government, and the dangers and fallacies of forms of government that restrict individual freedoms or possess antidemocratic ideals such as, but not limited to, Nazism and communism;
3. The duties of citizenship, which include active participation in the improvement of a citizen's community, state, country, and world, and the value and practice of civil discourse between opposing interests; and
4. The application of knowledge in civics, history, economics, financial literacy, and geography to address societal issues.

Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the superintendent or his designee on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session.

Neglect by any employee in carrying out these instructions may be considered a cause for dismissal.

Legal Reference:		Nebraska Statute 79-724
Cross Reference:	102	Educational Philosophy of the District
	504	Student Rights and Responsibilities
	505	Student Discipline

Approved:
Reviewed: 02/13/2023
Revised:

604.12 - GLOBAL EDUCATION

Because of our growing interdependence with other nations in the world, global education shall be incorporated into the education program for grades kindergarten through twelve so that students have the opportunity to acquire a perspective on world issues, problems, and prospects for an awareness of the relationship between an individual's self-interest and the concerns of people elsewhere in the world.

Cross Reference: 603 Curriculum Development

Approved:
Reviewed: 02/13/2023
Revised:

604.14 - READING INSTRUCTION AND IMPROVEMENT

The district will facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia, and ensure all teachers for kindergarten through grade three will be 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. Each student and his or her parents or guardians will be informed of the student's reading progress; and it is the district's intent that each student be able to read at or above grade level by third grade.

For school year 2019-20 and each following school year, the district shall administer an approved reading assessment three times during the school year to all students in kindergarten through grade three, except for 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 according to the requirements of section 504 of the federal Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act for whom such assessment would conflict with that section 504 or Title II plan. The first administration of such assessment for each such school year shall occur within the first thirty days of the school year.

Any student in kindergarten, grade one, grade two, or grade three shall be identified as having a reading deficiency if the student performs below the threshold level determined according to the Reading Improvement Act on an approved reading assessment. 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 shall prohibit a school district from identifying any other student as having a reading deficiency.

The district shall provide a supplemental reading intervention program for the purpose of ensuring that students can read at or above grade level at the end of third grade. The district may work with a reading specialist at the State 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 shall:

A. Be provided to any student identified as having a reading deficiency;
B. Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
C. Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. Such 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 may be offered online.

The supplemental reading intervention program may also include:

A. Reading intervention techniques that are based on scientific research
B. and best practices;
C. Diagnostic assessments to frequently monitor student progress throughout the school year and adjust instruction accordingly;
D. Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
    a. Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
    b. Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
    c. Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
E. Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
F. Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

The school of any student who is identified as having a reading deficiency shall notify such student's parents or guardians either in writing or by electronic communication no later than fifteen working days after the identification of the reading deficiency 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.

Any student who is identified as having a reading deficiency shall receive an individual reading improvement plan no later than thirty days after the identification of such reading deficiency. The reading improvement plan may be created by the teacher, the principal, other appropriate 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 as described above to remedy such reading deficiency. Each such student shall receive reading intervention services through the supplemental reading intervention program as described above until the student is no longer identified as having a reading deficiency.

Approved:
Reviewed: 03/13/2023
Revised:

605 - Alternative Programs

605.01 - INSTRUCTION AT A POST-SECONDARY EDUCATIONAL INSTITUTION

Eligibility

Any 11th or 12th grade student who is under the age of 21 shall be eligible to apply to an institution of higher education for enrollment through the post-secondary options program if he or she:

1. is deemed by the student and parent/guardian on the advice of the principal to be in need of course work at a higher academic level than that available at school

2. is deemed by school personnel to show a high degree of maturity and responsibility, especially with regard to potential for completing post-secondary courses

3. is deemed by school personnel to be in need of a different environment

4. has given two months' written notice to the school district specifying the courses in which the student intends to enroll

Academic Credit

Academic credit granted for course work successfully completed by a student under this program shall count as high school credit toward graduation requirements unless credit is denied by the principal and the denial, if appealed, is upheld by the superintendent and the board on the basis that such credit is inappropriate. An appeal procedure is provided in the event a student is denied high school credit. A student participating in this program shall still be considered as enrolled in the district and eligible for all high school activities.

The program is not available for summer school.

Payment of Tuition by Student

The student or parent/guardian shall be responsible for paying the tuition associated with post-secondary courses taken by the student. The district shall not reimburse the student or parent/guardian for tuition for such courses.

Transportation Costs

The school district shall not provide or pay for transportation to the institution of higher education.

Cross Reference: 611 Academic Achievement

Approved:
Reviewed: 03/13/2023
Revised:

605.02 - INDIVIDUALIZED INSTRUCTION

The board's primary responsibility in the management of the school district is the operation and delivery of the regular education program. Generally, students attending the school district shall receive the regular education program offered by the district.

Recommendations from the superintendent for individualized instruction shall state the need for the instruction, the objectives and goals sought for the instruction, the employee requirements for the instruction, the implementation procedures for the instruction and the evaluation procedures and processes that will be used to assess the value of the instruction.

It shall be the responsibility of the superintendent to implement this policy.

Approved:
Reviewed: 03/13/2023
Revised:

605.03 - PROGRAM FOR HIGH ABILITY LEARNERS

High Ability Learner Program

The Hemingford Board of Education recognizes that the student population includes students with exceptional academic abilities. These students have a need for educational services which are consistent with their ability levels and learning characteristics such as thinking abstractly, having the ability to study a topic in depth, and learning rapidly. These students shall be provided appropriately challenging curricula and instruction which are congruent with their learning abilities and styles.

Referral, Identification and Placement of Students

Efforts to refer and identify students for the high ability learner program will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary. Outstanding abilities are present in students from all cultural groups and across all economic strata. Students will be placed in the high ability learner program congruent with their identified needs.

Referral, Identification and Placement Criteria

A. Referral Process
A student may be referred by parent/guardian, staff member, community member, peer or by self-nomination. A student may be referred for consideration based on any of the following:

1. Student products of high quality
2. Evidence of outstanding performance
3. Evidence of high ability, as determined by use of differentiated checklists
4. Standardized group aptitude test scores in the 90th percentile
5. Standardized achievement test scores in the 90th percentile

B. Data Gathering Team, Building Based
A data gathering team will be established, consisting of a building administrator, classroom teacher(s) and others. The makeup of this group may change depending on the students who are being considered. It will be the responsibility of this team to facilitate the referral and identification of potential high ability learners in the building. This team will analyze the school standardized test scores within the first thirty days of each year to make a list of students who meet the following criteria.

C. Referral Criteria
The criteria to be followed by the data gathering team for identification of students who may be eligible for placement in the high ability learner program are:
Meet district criterion on at least one of the following:

1. A composite score of a school standardized achievement test at the 90th percentile score or above in one of the core areas, such a Language Arts/Reading, Science, Math and Social Studies;
2. Student products or evidence of outstanding performance with supporting data, submitted by staff, parent/guardian, peers, self and/or community members;
3. Outstanding records of past performance (e.g., grades, performance in class);
4. Evidence of ability as indicated on the differentiated characteristics checklists; or
5. Score at the 98th percentile or above on an approved individual psychological test or other appropriate test provided by the parent, as follows:
    a. Stanford-Binet V, full scale score of 130 or above
    b. or Wechsler IV, full scale or general ability index score of 130 or above
    c. or Verbal Comprehension Index score of 130 and a full scale or general ability index score of 120 or above
    d. or a Perceptual Reasoning Index score of 130 and a full scale score of 120 or above

D. Identification and Placement Criteria for High Ability Learners
The criteria used for identification/placement of high ability learners in the program is:

1. A composite score of a school standardized achievement test at the 95th percentile score or above in one of the core areas, such as Language Arts/Reading, Science, Math and Social Studies on two consecutive testing occasions;
2. Score three standard deviations above the norm on an approved individual psychological test provided by the parents as follows:
    a. Stanford-Binet V, full scale score of 145 or above
    b. orWechsler IV, full scale or general ability index score of 145 or above
    c. or Verbal Comprehension Index score of 145 or above
    d. or Perceptual Reasoning Index score of 145 or above.

Identified students who enroll from out of district will be provided high ability learner services. To remain identified as a High Ability Learner the student must score at or above the 90th percentile in one core areas, or be recommended to remain identified by a current Enrichment Team member.

E. Identification by Steering Committee (Enrichment Team)
If a student does not meet the specified criteria for identification and services under the high ability learner program seem warranted, then staff members, the student, and/or parents/guardians may submit data to the Steering Committee.

The Steering Committee for High Ability Learner Program will consider the following information on which to base decisions for providing program services:

- Demonstrated accomplishment(s)
- Expert testimony or reports
- Outstanding scores on objective tests
- Other evidence

F. Facilitating School Experiences for Students with High Ability and Low Achievement
Students who have abilities that would qualify them for the program and who achieve at a low level will be referred to the data gathering team who, working with parents/guardians, will determine the school experiences that best meet the student's needs. Student progress will be reviewed annually by the data gathering team.

Communications with Students in the High Ability Learners Program and Their Parents about Referral, Identification and Placement Criteria and Procedures
At the beginning of each school year, the district will provide written information to parents/guardians about high ability learner program referrals, identification, and procedures, including ways parents/guardians or students may facilitate the referral and identification process.

In addition, information regarding the functions of the Steering Committee, the alternate criteria for identifying students and the appeal process will be made available to parents/guardians.

At the beginning of each year and/or when a student enrolls, the principal/designee will provide to parents/guardians with a brochure or school newsletter, information describing the school's high ability learner program, program referral, identification, and procedures, including ways parents/guardians or students may facilitate the referral and the identification process.

Differentiated Curriculum and Instruction
Program services in curricula and instruction will be designed to accommodate the student's ability levels and learning characteristics, such as thinking abstractly, having the ability to study a topic in depth, and learning rapidly. The program services may differ depending on the needs of the student. Program services may include:

1. Differentiated curricula and instruction
2. Acceleration
3. Mentoring
4. Providing appropriate courses and activities, including those at local state-supported colleges and universities
5. Personal Learning Plans

Differentiated Curriculum and Instruction
The services that may be provided by the district for students who are placed in the high ability learner program are:

A. Differentiation of curricula and instructional strategies
Curricula and instruction will be differentiated in the following ways:

1. The content objectives taught
2. The processes, appropriate instructional strategies and resources used in teaching
3. The expectations (activities and experiences) required of students
4. The products and assessments required of students

5. The learning environment

B. Acceleration
Modifications in curriculum and instruction will be made in accordance with individual student needs. Options available may include:

1. Move rapidly through a sequence of objectives at a pace consistent with the learning ability of the student that will likely be beyond grade level
2. Receive a compacted version of a course, unit or activity. Compacting in district curriculum will provide modifications in the regular curriculum materials by reorganizing and combining similar objectives to provide economical and effective use of instructional and practice time
3. Advance (skip) an elementary or middle school grade(s)

The principal, in consultation with the curriculum specialist and appropriate faculty members will approve grade level advancements, grades, and credits earned.

C. Mentoring
A mentor may be offered for high ability learners who have exceptional academic needs (including those who are under-achieving) that cannot be met through the standard curriculum and instructional options. Any variation must be approved by the Steering Committee.

D. Appropriate Courses and Activities
The language arts, mathematics, science and social science curriculum will include opportunities for advanced study such as Advanced Placement courses, dual credit arrangements between secondary and post-secondary schools, differentiated or accelerated instruction or other similar opportunities.

E. A Personal Learning Plan (PLP) may be written for students who are identified as High Ability Learners.

Guidance/Counseling Services for Gifted Program

A. Guidance/counseling staff when requested will provide services to:

1. Students in the high ability learner program.
2. Students with high ability and low achievement.
3. Parents/guardians of students in the program.
4. Staff members who work with students in the program.

B. The services to be provided will focus on:

1. Academic and educational planning
2. Career planning
3. Personal-social growth

C. Guidance/counseling staff will deliver services related to these three areas of emphasis by:

1. Counseling with individual students and groups of students in the gifted program;
2. Communicating with parents/guardians of students in the high ability learner program;
3. Consulting with staff members.

Staff Development Services for Gifted Program
The district will serve our high ability learners with professionals who have the knowledge necessary to make planning and implementation decisions, can be involved in the ongoing development of the program, and possess exemplary personal and professional traits.

All teachers and administrators in the Hemingford Public Schools will be aware of the district's plan for learners with high ability.

Teachers who provide instruction and services that are part of the program for high ability students will be able to design and implement differentiated instruction and assess the work and progress of high ability learners.

The knowledge necessary to make planning and implementation decisions may be obtained by:
1. The completion of college-level coursework in the education of high ability learners;
2. Involvement in at least ten clock hours of information concerning high ability learners within a college course; or
3. Through inservice training to administrative and teaching staff members designed to help them have an understanding of the characteristics of learners with high ability, design and implement classroom experiences that utilize differentiation of curriculum and instruction, and assess the work and progress of high ability learners.

Steering Committee (Enrichment Team) for the High Ability Learner Program
Hemingford Schools will establish a High Ability Learner Steering Committee team whose purpose will be to:
1. Determine the procedure for referral and identification;
2. Plan program services in curriculum, instruction and guidance/counseling in conjunction with appropriate faculty or mentors;
3. Communicate the high ability learners plan to parents;
4. Review individual student cases and recommend action when mutual agreement cannot be reached;
5. Plan professional development options for certified staff;
6. Plan the evaluation procedures for determining the success of program services; and
7. Advise and review procedures for the high ability learner program.

Legal Reference: Neb. Statute 79-1106 et seq.
NDE Rule 3

Cross Reference: 102 Educational Philosophy of the District
611 Academic Achievement

Approved:
Reviewed: 03/13/2023
Revised:

605.05 - RELIGIOUS-BASED EXCLUSION FROM A SCHOOL PROGRAM

Parents who wish to have their child excluded from a school program because of religious beliefs must inform the superintendent. The board authorizes the administration to allow the exclusion if it is not disruptive to the education program and it does not infringe on a compelling state or educational interest. Further, the exclusion must not interfere with other school district operations.

In notifying the principal, the parents shall abide by the following:

1. The notice shall be in writing;
2. The objection shall be based on religious beliefs;
3. The objection shall state which activities or studies violate their religious beliefs;
4. The objection shall state why these activities or studies violate their religious beliefs; and
5. The objection shall state a proposed alternate activity or study.

The superintendent shall have discretion to make this determination. The factors the superintendent shall consider when a student requests to be excluded from a program or activity because of religious beliefs include, but are not limited to, staff available to supervise a student who wishes to be excluded, space to house the student while the student is excluded, available principal-approved alternative course of study or activity while the student is excluded, number of students who wish to be excluded, whether allowing the exclusion places the school in a position of supporting a particular religion, and whether the program or activity is required for promotion to the next grade level or for graduation.

Students who are allowed to be excluded from a program or activity which violates their religious beliefs may be required to do an alternate supervised activity or study.

Cross Reference: 604 Instructional Curriculum
607.02 School Ceremonies and Observances

Approved:
Reviewed: 03/13/2023
Revised:

605.06 - ENGLISH AS A SECOND LANGUAGE

The School Board recognizes the need to provide equal educational opportunities for all students in the district. Therefore, if the inability to speak and understand the English language due to national origin or non-English speaking environments excludes a student from effective participation in the educational programs offered by the district, the district shall take appropriate action to rectify the English language deficiency in order to provide the student equal access to its programs. The board directs the administration to develop and implement procedures which:

- Appropriately identify and evaluate students with limited English proficiency (LEP). Limited English proficient students are those whose native/home language is a language other than English and whose English language skills of listening, speaking, reading and writing are not developed to a level at which they can achieve challenging performance standards in a regular classroom.

- Determine the appropriate instructional environment for LEP students.

- Monitor progress of students receiving English as a Second Language (ESL) or bilingual instruction in order to determine their readiness for the mainstream classroom environment.

- Establish professional standards for staff members who teach bilingual or English as a Second Language programs and provide development opportunities for staff members when needed.

Where feasible, the district may provide support for the student's use of the native language while developing English language skills.

Legal Reference: Title VI, Civil Rights Act of 1964.
20 U.S.C. §§ 1701 et seq.

Cross Reference: 103 Equal Educational Opportunity
601 Goals and Objectives

Approved:
Reviewed: 03/13/2023
Revised:

605.07 - FULL-TIME AND PART-TIME ENROLLMENT

Full-Time Enrollment

Students must be enrolled in Hemingford Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

1. The primary school for a non-public school student is the student's private, denominational, parochial or home school.
2. Enrollment of a non-public school student in Hemingford Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
3. Non-public school students are not to be given priority over full-time students.

4. Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
5. Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1st preceding the school year the student wishes to enroll.
    a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
    b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1st.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason! includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This include the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.

2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day. A student who is attending an exempt school and who is enrolled on a part-time basis in the District's middle school or high school will be permitted to enroll in 20 semester credit hours of classes in the event the student has an interest in participating in extracurricular activities.

2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will not ordinarily be available for non-public school students.

3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.

4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determine to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.

5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.

Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.

No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District wide assessments, as full-time students.

Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.

Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.

Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.

Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement unless otherwise required by the law. Full-time students will be given first consideration for parking on the high school campus.

Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.

Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the

same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Cross Reference:
502 Student Admissions
504 Student Rights and Responsibilities
505 Student Discipline
506 Student Activities
508 Student Health and Well-Being
611 Academic Achievement

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526
LB 705, § 75

Title 92, Nebraska Administrative Code, Chapter 10

Approved:
Reviewed: 03/13/2023
Revised: 09/12/2022, 08/14/2023

606 - Instructional Materials

606.01 - INSTRUCTIONAL MATERIALS SELECTION

The board has sole discretion to approve instructional materials for the school district. This authority is delegated to certificated employees to determine which instructional materials, other than textbooks, will be utilized by and purchased by the school district.

In reviewing current instructional materials for continued use and in selecting additional instructional materials, certificated employees shall consider the current and future needs of the school district as well as the changes and the trends in education and society. It shall be the responsibility of the superintendent to report to the board the action taken by certificated employees.

In the case of textbooks, the board shall make the final decision after receiving a recommendation from the superintendent. The criteria stated above for selection of other instructional materials shall apply to the selection of textbooks. The superintendent may develop another means for the selection of textbooks. Textbooks shall be reviewed as needed and at least every 5 years.

Education materials given to the school district must meet the criteria established above. The gift must be received in compliance with board policy.

Cross Reference: 203.07 Advisory Board Committees
603 Curriculum Development
611 Academic Achievement

Approved:
Reviewed: 03/13/2023
Revised:

606.02 - INSTRUCTIONAL MATERIALS INSPECTION

Parents and other members of the school district community may view the instructional materials used by the students. All instructional materials, including teacher's manuals, films, tapes or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any federally funded programs must be available for inspection by parents.

The instructional materials must be viewed on school district premises. Copies may be obtained according to board policy.

It shall be the responsibility of the superintendent to develop administrative regulations regarding the inspection of instructional materials.

Cross Reference:	603	Curriculum Development
	1003	Public Examination of District Records

Approved:
Reviewed: 03/13/2023
Revised:

606.03 - OBJECTION TO INSTRUCTIONAL MATERIALS

Members of the school district community may object to the instructional materials utilized in the school district and ask for their use to be reconsidered.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations for reconsideration of instructional materials.

Cross Reference: 204.12 Public Participation in Board Meetings
403.05 Public Complaints About Employees
603 Curriculum Development

Approved:
Reviewed: 03/13/2023
Revised:

606.04 - TECHNOLOGY AND INSTRUCTIONAL MATERIALS

The board supports the use of innovative methods and the use of technology in the delivery of the education program. The board encourages employees to investigate economic ways to utilize instructional television, audiovisual materials, computers, and other technological advances as a part of the curriculum.

It shall be the responsibility of the superintendent to develop a plan for the use of technology in the curriculum and to evaluate it annually. The superintendent shall report the results of the evaluation and make a recommendation to the board annually regarding the use of technology in the curriculum.

Cross Reference: 603 Curriculum Development

Approved:
Reviewed: 03/13/2023
Revised:

606.05 - MEDIA CENTERS

The school district shall maintain a media center at each site for use by students and employees during the school day to expand the opportunity for learning, contribute to literacy, support the local curriculum, and enhance and enrich learning experiences for all students.

Materials for the centers will be acquired according to Board Policy 606.01, "Instructional Materials Selection" and will meet the minimum requirements of the Nebraska Department of Education.

It shall be the responsibility of the principal of the building in which the media center is located to oversee the use of materials in the media center.

It shall be the responsibility of the superintendent to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, for the removal of obsolete library and instructional materials, and for the handling of challenges to library materials.

Legal Reference: NDE Rule 10.006.01

Cross Reference: 603 Curriculum Development

Approved:
Reviewed: 03/13/2023
Revised:

606.06 - ACCEPTABLE USE OF COMPUTERS, TECHNOLOGY AND THE INTERNET

The Board supports the use of computers, technology and the Internet in the District's instructional program as a resource to educate and inform. The use of these resources shall be consistent with the curriculum adopted by the School District and shall be employed in an appropriate and responsible manner to meet the varied instructional needs, learning styles, abilities and developmental levels of students.

Procedures and Guidelines

The Superintendent shall develop and implement appropriate procedures to provide guidance for computer use and Internet access. Guidelines shall address teacher supervision of computer use, ethical use of electronic media, and the District's ownership and right of administrative review of electronic files and communications. The term "electronic media" includes, but is not limited to, the Internet, e-mail and other technological resources.

The guidelines shall prohibit utilization of networks for inappropriate or illegal activities, the intentional spreading of imbedded messages (viruses) or the use of other programs with the potential of damaging or destroying programs, data or equipment. The guidelines will describe the District's limitation of liability and will establish that the use of computers, technology and the Internet is a privilege, not a right. Violation of the procedures and guidelines will result in cancellation of those privileges and appropriate disciplinary action.

Technology Protection Measure

The District will implement a technology protection measure that will block or filter Internet access to visual depictions that are obscene, pornographic or of a harmful nature to minors. Operation of this measure will be monitored and enforced during use of computers by minors.

Audit of Use

Users with network access shall not utilize District resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. Participation in chat rooms is prohibited without specific prior approval by the system administrator. The Superintendent shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing prohibited materials. The process may include, but not be limited to:

1. Utilizing blocking/filtering software.

2. Turning off the "auto load images" feature of the Internet browser.

3. Using a proxy server to control accessible websites.

Appropriate Internet Behavior On Social Websites

The district recognizes its responsibility to educate students regarding appropriate behavior on social networking and chat room sites about cyberbullying. Therefore, students shall be provided instruction about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms and cyberbullying awareness and response.

Student Use

A written parental permission and agreement form will be required prior to the student being granted access to electronic media involving District technological resources. The form will specify acceptable uses, rules of on-line behavior, access privileges and penalties for procedural violations. It must be signed by the parent or legal guardian of minor students (under age 18) and by the student. This document will be kept on file as a legal, binding document. In order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Superintendent with a written request.

Staff Use

A written staff agreement form will be required for all employees having access to electronic media. Staff shall confine e-mail use to work-related purposes and a reasonable, appropriate and limited personal use that does not interfere with their district duties. The agreement form will refer to the procedures and guidelines for use of computers and the Internet, describe prohibitions and limitations on the use of these resources and state the employee's responsibility for the security of individual passwords.

Community Use

On recommendation of the Superintendent, the Board will determine the conditions and limits under which equipment and services will be made available to the community. Upon request to the Building Principal, community members may have access to electronic resources and programs available through the District, provided they attend any required training and abide by the rules of usage established by the Superintendent. A written agreement form will be required for all community members having access to these resources indemnifying the District from claims by community users.

Disregard of Rules

Individuals who refuse to sign required acceptable use documents or who violate District rules governing the use of District technology shall be subject to loss or restriction of the privilege of using computers, technology or the Internet and related resources.

Responsibility for Damages

Individuals shall reimburse the Board for repair or replacement of District property lost, stolen, damaged, or vandalized while under their care.

Responding to Concerns

School officials shall apply the same criterion of educational suitability used to review other educational resources when questions arise concerning access to specific databases or other electronic media.

Legal Reference: 20 U.S.C. sec. 1232g (1988) (Family Educational Rights and Privacy Act)
47 U.S.C. 201 et seq. (Communications Decency Act of 1995)
Children's Internet Protection Act and Neighborhood CIPA of 2000
Children's Online Privacy Protection Act (COPPA)
Nebraska Statutes 79-2104
Nebraska Student Online Personal Protection Act (SOPPA), LB 512, 2017

Cross Reference:

102	Educational Philosophy of the District
401	Guiding Principles for Employees
504	Student Rights and Responsibilities
507	Student Records
603	Curriculum Development
604	Instructional Curriculum
1006	Use of District Facilities and Equipment

Approved:
Reviewed: 03/13/2023
Revised:

606.07 - DISTRICT WEB SITE

The board supports and encourages the publication of a district web site to improve community relations, to foster creativity and to demonstrate student learning. It is a means of providing information to the community about school events and classroom activities, and provides an effective line of communication between the community, staff and students.

The superintendent is directed to develop written web site regulations that pursue the benefits of maintaining a web site while protecting the school and community from its potential misuse. The superintendent will designate a staff member (herein called the Computer Coordinator) to implement the web site regulations and to review all materials published on the web site. All web pages on the web site will conform to this policy and the corresponding regulations.

Staff Web Pages

Staff may create web pages to use in class activities or to provide a resource for other staff members. Staff web pages must reflect the educational goals and objectives of the district. District employees, board members or guests may not establish personal web pages using district resources.

School or Class Web Pages

Schools or classes may establish web pages that present information about the school or class activities. The Building Principal will designate an individual to be responsible for managing the school web site under the supervision of the computer coordinator. Teachers will be responsible for maintaining their class pages.

Extracurricular Organization Web Pages

Extracurricular organizations may establish web pages with the approval of the organization sponsor and the computer coordinator. Material presented on the organization web page must relate specifically to organization activities and will include only student-produced material.

Student Web Pages

Students may establish personal web pages with staff sponsorship and approval by the computer coordinator. Material presented in the student's web pages must be related to the student's educational and career preparation activities.

Other Web Pages

The district may allow other organizations such as parent-teacher groups, booster clubs, school foundations, etc. to publish web pages providing they conform to this policy and the corresponding administrative regulations.

Written Permission

Written permission from both the parent/guardian and the student must be obtained prior to placing any student photographs, artwork, writing or other projects on the web site. No personal contact information about the child, such as home address, phone number, or e-mail address will be given. The work will appear with a copyright notice prohibiting the copying of such work without express written permission. In the event that anyone requests such permission, those requests will be forwarded to the parent or guardian. All such work may be removed from the web site at the end of the current school year.

Legal Reference: 20 U.S.C. sec. 1232g (1988) (Family Educational Rights and Privacy Act)

47 U.S.C. 201 et seq. (Communications Decency Act of 1995)
Neb. Statute 79-2104

Cross Reference:
504 Student Rights and Responsibilities
507 Student Records
603 Curriculum Development
604 Instructional Curriculum
1006 Use of District Facilities and Equipment

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Reviewed: 03/13/2023
Revised:

606.08 - REPRODUCTION OF COPYRIGHTED MATERIALS

It is the intent of the Board to abide by the provisions of current copyright and intellectual property laws as they affect the school district and its employees. The district shall educate staff and students regarding the harms of copyright piracy.

Copyrighted materials, whether they are print or nonprint, will not be duplicated, reproduced, distributed or displayed for district-sponsored activities or by using district equipment except in accordance with law.

While the district encourages its staff to enrich learning programs by making proper use of supplementary materials, it is the responsibility of district staff to abide by the district's copying procedures and obey the requirements of the law. In no circumstances shall it be necessary for district staff to violate copyright requirements in order to perform their duties properly. The district cannot be responsible for any violations of the copyright law by its staff.

Any staff member who is uncertain as to whether reproducing or using copyrighted material complies with district procedures or is permissible under the law, should consult the superintendent. The superintendent will assist staff in obtaining proper authorization to copy or use protected materials, when such authorization is required.

The superintendent is responsible for implementing this policy and creating procedures to guide employees in following copyright compliance.

Legal Reference: P.L. 94-553, Federal Copyright Law of 1976 (U.S. Code, Title 17)
P.L. 105-304, Digital Millennium Copyright Act of 1998

Cross Reference: 803.01 Photocopying Services

Approved:
Reviewed: 03/13/2023
Revised:

606.08R1 - COPYRIGHT COMPLIANCE PROCEDURES

Severe penalties may be imposed for unauthorized copying or using of audiovisual or printed materials and computer software, unless the copying or using conforms to the "fair use" doctrine.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. If duplicating or changing a product is to fall within the bounds of fair use, these four standards must all be met for any of the foregoing purposes:

1. **The Purpose And Character Of The Use.**
   The use must be for such purposes as teaching or scholarship; and

2. **The Nature Of The Copyrighted Work.**
   Staff may make single copies of: book chapters for use in research; instruction or preparation for teaching; articles from periodicals or newspapers; short stories, essays or poems; and charts, graphs, diagrams, drawings, cartoons or pictures from books, periodicals, or newspapers in accordance with these guidelines; and

3. **The Amount And Substantiality Of The Portion Used.**
   Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed; and

4. **The Effect Of The Use Upon The Potential Market For Or Value Of The Copyrighted Work.**
   If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

Authorized Reproduction and Use of Copyrighted Material in Print
The staff may make multiple copies, not exceeding more than one (1) per student, for classroom use if the copying meets the tests of “brevity, spontaneity and cumulative effect” set by the following guidelines. Each copy must include a notice of copyright.

1. Brevity
   a. A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words.

   b. Complete articles, stories or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less, may be copied; in any event, the minimum is 500 words. (Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph.)

c. One chart, graph, diagram, drawing, cartoon, or picture per book or periodical issue may be copied. "Special" works cannot be reproduced in full; this includes children's books combining poetry, prose, or poetic prose.

2. Spontaneity. Should be at the "instance and inspiration" of the individual teacher.

3. Cumulative Effect. The staff is limited to using copied material for only one (1) course in the school in which copies are made. No more than one (1) short poem, article, story or two (2) excerpts from the same author may be copied, and no more than three (3) works can be copied from a collective work or periodical issue during one (1) class term. The staff is limited to nine (9) instances of multiple copying for one (1) course during one (1) class term. Limitations do not apply to current news periodicals, newspapers, and current news sections of other periodicals.

Performances by the staff or students of copyrighted dramatic works without authorization from the copyright owner are permitted as part of a teaching activity in a classroom or instructional setting. All other performances require permission from the copyright owner.

The copyright law prohibits using copies to replace or substitute for anthologies, consumable works, compilations, or collective works. "Consumable" works include: workbooks, exercises, standardized tests, test booklets, and answer sheets. The staff cannot substitute copies for the purchase of books, publishers' reprints or periodicals, nor can they repeatedly copy the same item from term-to-term. Copying cannot be directed by a "higher authority," and students cannot be charged more than actual cost of photocopying. The staff may use copyrighted materials in overhead or opaque projectors for instructional purposes.

Authorized Reproduction and Use of Copyrighted Materials in the Library
A library may make a single copy of an unpublished work which is in its collection; and a published work in order to replace it because it is damaged, deteriorated, lost or stolen, provided the unused replacement cannot be obtained at a fair price.

A library may provide a single copy of copyrighted material to a student or staff member at no more than the actual cost of photocopying. The copy must be limited to one (1) article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright, and the student or staff member shall be notified that the copy is to be used only for private study, scholarship, or research. Any other use may subject the person to liability for copyright infringement.

At the request of a staff member, copies may be made for reserve use. The same limits apply as for single or multiple copies designated in "Authorized Reproduction and Use of Copyrighted Material in Print."

Authorized Reproduction and Use of Copyrighted Music
A staff member may make a single copy of a song, movement, or short section from a printed musical work that is unavailable except in a larger work, for purposes of preparing for instruction.

A staff member may make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song.

In an emergency, a staff member may make and use replacement copies of printed music for an imminent musical performance, when the purchased copies have been lost, destroyed, or are otherwise not available.

Reviewed: 03/13/2023

606.09 - USE OF ARTIFICIAL INTELLIGENCE (AI) BY STUDENTS AND STAFF

STUDENT USE:
The following resources were used when developing this document:

- *Chat GPT, 2024*
- *https://www.weareteachers.com/ai-policy-for-schools/*

Introduction:
As artificial intelligence (AI) technologies become increasingly integrated into various aspects of society, including education, it is imperative to establish guidelines for its use within our school system. This AI policy is designed to ensure responsible and ethical utilization of AI tools by Hemingford Public Schools (HPS) students. By adhering to the guidelines outlined in this policy, students can identify how AI technologies can be used for educational purposes while upholding ethical principles and promoting responsible behavior within the school community.

1. Purpose:
The primary purpose of this policy is to outline the guidelines for the appropriate use of AI technologies by HPS students to enhance their learning experiences while promoting ethical and responsible behavior.

2. Guidelines for AI Use:

a. Educational Purposes Only:

- AI tools should be used solely for educational purposes, including but not limited to research, learning assistance, and project development. Students may use AI as permitted and instructed by their teachers.

b. Respect for Privacy:

- Students must respect the privacy of others when using AI tools. They should not collect, share, or use personal information of fellow students or school staff.

c. Ethical Use:

- Students must use AI tools in an ethical manner, refraining from engaging in activities such as cheating, plagiarism, or manipulation of AI-generated content.
- Students must be transparent; citing AI text and images properly when they are used in any way.

d. Accountability and Attribution:

- Students are accountable for the content generated or produced through the use of AI tools. Proper credit must be given to AI-generated content in accordance with academic integrity standards.
- When using AI, students must fact-check the content generated and explore potential plagiarism issues.

e. Fairness and Bias Mitigation:

- Students should be aware of biases that may exist within AI algorithms and strive to mitigate their impact. They should critically evaluate AI-generated results and seek diverse perspectives when necessary.

3. Supervision and Oversight:

- Teachers will declare in their syllabus and/or classroom policies if AI is permitted, partially permitted, or not permitted. They should provide guidance and support to students to foster responsible AI usage. If students are unaware of a teacher's policy regarding AI, they should ask the teacher before using it.
    - permitted - AI technology's usage is allowed in most course assignments and tasks, with exceptions only for rare, explicitly announced contexts like in-class exams. This still does not mean that "anything goes" and that will be explained by the teacher.
    - partially permitted - AI technology's usage is allowed in some course assignments and tasks, but not others, and usage is carefully defined and the parameters are announced for use and non-use.
    - not permitted - AI technology's usage is not allowed in any course assignments and tasks, unless specifically and explicitly identified for a very limited context such as a particular in-class illustrative experiment.

4. Reporting Misuse:

Students who observe or suspect misuse of AI tools by their peers should report such incidents to a teacher or school administrator promptly.

STAFF USE:

The following resources were used when developing this document:

- *This content was generated with the assistance of AI - Gemini, 2024*
- *An Initial Guide to Generative AI at WIU: The Fall 2023 AI Task Force's FInal Report to Faculty Senate - Western Illinois University, 2023*

Introduction:

Artificial intelligence (AI) has the potential to be a valuable tool in enhancing the K-12 learning experience at Hemingford Public Schools (HPS). This policy outlines the responsible use of AI by staff at HPS to ensure student safety, academic integrity, and ethical implementation.

1. **Guidelines for AI Use:**

a. **Student Learning:** AI tools should be used to supplement and support teachers, not replace them. The focus should remain on fostering critical thinking, creativity, and problem-solving skills in students. Staff should declare in their syllabus and/or classroom

policies how students are allowed to use AI in their courses. We recommend staff use one of the following terms when doing so: permitted, partially permitted, not permitted.

- permitted - AI technology's usage is allowed in most course assignments and tasks, with exceptions only for rare, explicitly announced contexts like in-class exams. This still does not mean that "anything goes" and that will be explained by the teacher.
- partially permitted - AI technology's usage is allowed in some course assignments and tasks, but not others, and usage is carefully defined and the parameters are announced for use and non-use.
- not permitted - AI technology's usage is not allowed in any course assignments and tasks, unless specifically and explicitly identified for a very limited context such as a particular in-class illustrative experiment.

b. **Academic Integrity:** AI tools should not be used for plagiarism or cheating. Students should be taught responsible use of AI and proper citation methods.

c. **Data Privacy:** Any AI tool collecting student data must comply with all federal and state student data privacy laws (e.g., FERPA).

d. **Bias Awareness:** AI tools can perpetuate biases. Staff must be aware of potential biases in AI tools and mitigate their impact on student learning and decision-making.

e. **Transparency:** Staff using AI tools should be transparent with students about the purpose and limitations of the tool.

2. Guidelines for Staff

a. **Staff Training:** AI training will be provided periodically by the HPS Technology Committee or Technology Coordinator. Staff intending to use AI should attend such training.

b. **Pre-approval:** Staff planning to use new AI tools for instructional purposes must seek pre-approval from the designated HPS Technology Committee or Technology Coordinator. They will assess the tool's alignment with curriculum and data privacy practices.

c. **Documentation:** Staff using AI tools should document their use, including the purpose and tool selection rationale.

d. **Reporting Misuse:** Staff with concerns about AI use or potential misuse should report them to the school administration promptly.

Approved: 7-15-2024
Reviewed:

Revised:

607 - Instructional Arrangements

607.01 - CLASS SIZE - CLASS GROUPING

It shall be within the sole discretion of the board to determine the size of classes and to determine whether class grouping shall take place. The board shall review the class sizes annually.

It shall be the responsibility of the superintendent to make a recommendation to the board on class size based upon the financial condition of the school district, the qualifications of and number of certificated employees, and other factors deemed relevant to the board.

Cross Reference: 502.02 Nonresident Students

Approved:
Reviewed: 03/13/2023
Revised:

607.02 - SCHOOL CEREMONIES AND OBSERVANCES

The school district will continue school ceremonies and observances which have become a tradition and a custom of the education program. Such ceremonies or observances shall have a secular purpose and shall not advocate or sponsor a particular religion.

For grades kindergarten through twelve, each school in the district shall establish a period of time during the day, when a majority of pupils is scheduled to be present, during which pupils will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States. Pupil participation in the recitation shall be voluntary.

Pupils not participating in these activities shall be permitted to silently stand or remain seated or receive permission from the principal to be excused from the ceremony for religious reasons in compliance with board policy, but shall be required to respect the rights of those pupils electing to participate.

Legal Reference P.L. 108-477 (Consolidate Appropriations Act of 2005)

Approved:
Reviewed: 03/13/2023
Revised:

607.03 - ANIMALS IN THE CLASSROOM

Live animals will not be allowed in school district facilities except under special circumstances and only for an educational purpose. Permission from the principal will be required of anyone wishing to bring an animal into school district facilities. Appropriate supervision of animals is required when animals are brought into the school district facilities.

The person bringing the animal must furnish transportation for the animal brought to school. Animals will not be allowed to travel to and from the student's attendance center on the school bus without prior approval from the principal.

It shall be the responsibility of the principal to determine appropriate supervision of animals in the classroom.

The above guidelines do not apply to those accompanied by an animal specifically trained to accommodate a physical handicap, such as a Seeing-Eye dog. Arrangements for accommodating such animals shall be determined in accordance with policy 607.09 Service Animals.

Cross Reference: 508 Student Health and Well-Being

Approved:
Reviewed: 04/17/2023
Revised:

607.04 - STUDENT PRODUCTION OF MATERIALS AND SERVICES

Materials and services produced by students at the expense of the school district are to be the property of the school district. Materials and services produced by students at the student's expense, except for incidental expenses to the school district, are to be the student's property.

It shall be the responsibility of the superintendent to determine incidental expenses.

Cross Reference: 409.04 Certificated Employee Publication or Creation of Materials
504.19 Student Fees

Approved:
Reviewed: 04/17/2023
Revised: 11/13/2023

607.05 - STUDENT FIELD TRIPS AND EXCURSIONS

The principal may authorize field trips and excursions when such events contribute to the achievement of education goals of the school district. The school district will provide transportation for field trips and excursions. Excursions are defined as brief educational trips beyond the boundaries of the school grounds beginning and ending in a single class period.

In authorizing field trips and excursions, the principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent. Written parental permission will be required prior to the student's participation in field trips.

Field trips and excursions are to be arranged with the principal well in advance. A detailed schedule and budget must be submitted by the employee. The school district will be responsible for obtaining a substitute teacher if one is needed. Following field trips and excursions, the teacher may be required to submit a written summary of the event.

Free Appropriate Public Education (Fape) Related Field Trips
The school district recognizes that school administrators, teachers, and staff have a responsibility under Section 504 and Title II to include students with disabilities on all field trips which are determined to be necessary to provide the student with a free, appropriate public education.

1. Decisions about the inclusion of a student with disabilities must be made in a nondiscriminatory manner by a group of individuals who are knowledgeable about the student and the nature of the student's disability or disabilities. Such a group may include, but is not limited to, the student's individualized educational program ("IEP") team, or Section 504 committee.

2. The determination whether a student with a medical or behavioral disability will participate in FAPE-related field trips shall be identified in the student's IEP or Section 504 Plan, or by the educational or behavioral benchmarks which the student should meet in order for the FAPE-related field trip to be appropriate. The team or committee will also determine the appropriate accommodations, if any.

3. Any decision to exclude a student with a disability from a FAPE-related field trip due to factors that are, or may be, related to the student's disability must be made on the basis of current evaluative data about the nature and manifestation of the student's disability.

4. The school district will provide behavioral support from a qualified adult at no cost to the parent if such support is needed to facilitate a student's participation in a FAPE-related field trip, including travel.

5. The school district may request that a parent accompany the student but may not require the parent to do so as a condition of the student's participation.

Cross Reference: 504.03 Student Conduct
506.01 Student Activity Eligibility
604 Instructional Curriculum
801 Transportation

Approved:
Reviewed: 04/17/2023
Revised:

607.06 - COLLECTION OF MONEY BY TEACHERS

Teachers are grades K-6 that collect money from students for activities must turn the money in to the school secretary or business manager.

Teachers in grades 7-12 that collect money for any reason must also turn that money in daily if possible to the office secretary or business manager for deposit

Teacher sponsors of student government, productions, dances, athletic events, or other grade level or school-wide activities may be required to handle funds associated with these activities.

Teachers will be aware of, and comply with, provisions of the district's policy on student fees.

Cross Reference: 504.19 Student Fees
506 Student Activities

Approved:
Reviewed: 04/17/2023
Revised:

607.07 - PLANNING AND RECORD-KEEPING BY TEACHERS

Quality lesson planning is necessary to help ensure the teacher that key elements of an effective lesson are presented. Lesson plans aid the principal, supervisor and substitute teachers in understanding the regular classroom teacher's plan for teaching the course of study as adopted by the School Board. Lesson plans should also be prepared by teachers whose assignment may vary from regular classroom work in order that their scheduled activities may be observed with understanding or replicated by a substitute teacher. Generally, teachers will prepare lesson plans on a weekly basis although they are expected to have general plans which cover the length of the course. Plans will be kept by the classroom teacher in a place known to and accessible to the building administrators. The principal may further require teachers to provide copies of lesson plans to the school office at reasonable times and intervals as determined by the principal.

The lesson plan should be of sufficient length and substance to allow a substitute teacher to carry on the course of study and to provide a means by which principals and supervisors may monitor instruction to assure that the educational program in a particular class or activity is related to the district-approved course of study.

Although the district will provide lesson plan books, principals may request another system or format for the presentation of lesson plans provided it meets the purpose of planning. Principals may also require more detail or specific plans to assist individual teachers, or they may minimize the use of lesson plans when such action will not compromise the stated purpose of lesson planning.

It is recognized that provision for flexibility is essential within the lesson plan to allow for unexpected changes and varying learning rates.

Approved:
Reviewed: 04/17/2023
Revised:

607.08 - SCHOOL VOLUNTEERS

Citizens who voluntarily contribute their time and talents to the improvement and enrichment of the public schools' instructional and other programs are valuable assets. The board encourages constructive participation of groups and individuals in the school to perform appropriate tasks during and after school hours under the direction and supervision of professional personnel.

The administration is responsible for the recruitment, use, coordination and training of volunteers. These assignments will be carried out as directed or delegated by the superintendent. Every effort should be made to use volunteer resources in a manner which will ensure maximum contribution to the welfare and educational growth of students.

Approved:
Reviewed: 04/17/2023
Revised:

607.09 - SERVICE ANIMALS AND THERAPY DOGS

The Board recognizes that service animals may be used to provide assistance to some persons with disabilities. This policy governs the presence of service animals in the schools, on school property, including school buses, and at school activities.

A service animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals are not service animals for the purposes of this definition, though miniature horses are entitled to similar treatment in certain circumstances.

The service animal must perform tasks or do work for the individual with a disability. The work or tasks performed by a service animal must be directly related to the individual's disability, such as:

- Assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Providing non-violent protection or rescue work,
- Pulling a wheelchair,
- Assisting an individual during a seizure,
- Alerting individuals to the presence of allergens,
- Retrieving items such as medicine or the telephone,
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
- Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Excluded from the lists of acceptable tasks or work performed by a service animal are:

- The crime deterrent effects of an animal's presence, or
- The provision of emotional support, well-being, comfort, or companionship.

When determining whether an animal qualifies as a service animal, school officials may ask the individual with a disability only two questions:

1. Whether the animal is required because of a disability; and
2. What task or work the animal has been trained to do.

These questions may not be asked if it is readily apparent that the individual has a disability or that the animal is trained to do work or perform tasks for the individual with a disability. School officials may not ask about the nature or extent of a person's disability, nor can a request be made to produce a certificate establishing the dog's qualification as a service animal.

The service animal must remain well-behaved and under control at all times at school. The service animal must have a harness, leash or other tether unless it cannot be used by the person in control because of a disability or if it would interfere with the service animal's

performance. In either case, the animal must still be under control by way of voice controls, signals or other means.

Individuals with disabilities are permitted to be accompanied by a service animal in all areas of the district's facilities where members of the public, participants in services, programs, or activities are normally allowed to go. If the service animal has a separate handler, that individual shall also be allowed access to facilities. At events for which an attendance fee is charged, there shall be no additional fee for the service animal.

The district may remove or exclude a service animal from district facilities if:

1. The animal is out of control and the animal's handler does not take effective action to control it;
2. The animal is not housebroken;
3. The presence of the animal poses a direct threat to the health or safety of others; or
4. The presence of an animal would require a fundamental alteration to the service, program or activity of the district.

In the case of removal of a service animal from the premises, the individual with a disability shall still be provided with the opportunity to participate in the service, program, or activity without the service animal.

The person in control of the service animal, and not the school district, is responsible for caring for the dog's needs. This includes any feeding, exercising, and clean up. The district may charge for any property damage caused by the service animal provided the district normally charges individuals for damage they cause.

Therapy Dogs

A therapy dog is one that is used to provide emotional support, well-being, comfort, or companionship to students. Such dogs are generally not intended for the personal use of district students or employees and will only be approved at the discretion of district administration and counselors for their intended purpose. Prior to the consideration of the use of a therapy dog by an individual student, administration and counselors shall consult with the student's parent/guardian and the student's health care provider.

In the case of considering the routine use of a therapy dog by an individual student, the limitations stated above for service animals will also apply to therapy dogs. In addition the school will require that the therapy dog's owner must provide to the district a proof of vaccinations received by the therapy dog as determined by and signed by a veterinarian, for the district's files. These records shall be maintained in the district's files. The therapy dog must be spayed or neutered. The therapy dog must show no aggression toward people or other animals and must not bark or make other distracting noises while in school. The therapy dog may not interfere with the educational process of any student.

The district may also require that the therapy dog has been obedience tested and certified as Canine Good Citizens by the American Kennel Club ("AKC") and certified for temperament as a

therapy dog with a specific handler by the AKC and supply supporting documentation of such certification satisfactory to the superintendent. The district shall maintain copies of current certifications in its files.

Legal Reference	ADA of 1990, 28 CFR Part 35 ADA of 1990, 42 USC Sec. 12101 et seq. Section 504 of the Rehabilitation Act, 29 USC Sec. 794

Approved:
Reviewed: 04/17/2023
Revised:

607.10 - CLASSROOM ENVIRONMENT

Classrooms are expected to be maintained in a safe, orderly manner at all times in keeping with providing an appropriate, healthy learning environment.

The district will display or use the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map in classrooms, although other types of maps are allowed in addition to it.

Legal Reference: Neb. Revised Statute 79-734.02

Approved: 7-15-2024
Reviewed:
Revised:

608 - Instructional Services

608.01 - STUDENT GUIDANCE AND COUNSELING PROGRAM

The board shall provide a student guidance and counseling program. The guidance counselor shall be certified with the Nebraska Department of Education in guidance and counseling and hold any additional qualifications required by the board. The guidance and counseling program will serve grades K - 12. The program will assist students with their personal, educational, social and career development. It will provide assistance to students in academic planning and placement. The program shall be coordinated with the education program and involve certificated employees.

Cross Reference:	507	Student Records
	604	Instructional Curriculum
	605	Alternative Programs

Approved:
Reviewed: 04/17/2023
Revised:

608.02 - STUDENT HEALTH SERVICES

Health services shall be coordinated with the health education and physical education curriculum. The program shall be designed to help each student protect, improve and maintain physical, emotional and social well-being. Areas to be considered include, but are not limited to:

- Environmental health and safety;
- Emergency health procedures and responsibilities;
- Health promotion;
- Communicable disease prevention and control;
- Staffing for the school health program;
- Administering of prescription medication;
- Acute or chronic health problems;
- Health assessment and screening;
- Record keeping; and
- Program evaluation.

Nurses and other medical employees employed by or requested to conduct services for the board shall hold and maintain a current Nebraska license and meet the requirements of the Nebraska Department of Education if required by the school district. In addition to the health services provided in the curriculum, the school district will provide the following district-wide health services:

- Annual vision screening tests;
- Annual audiometer screening tests;
- Annual spinal screening;
- Annual height and weight measurement; and
- Monitor student records for evidence of immunization as required by state statute.

The services listed above will be provided in conjunction with state public health officials and local hospitals.

The superintendent shall provide a written report on the role of health services in the education program to the board annually.

Cross Reference: 502.03 Entrance - Admissions
508 Student Health and Well-Being

Approved:
Reviewed: 04/17/2023
Revised:

609 - School Improvement Plan

609.01 - EVALUATION OF INSTRUCTIONAL PROGRAMS

The board supports building level school improvement processes and projects for the purpose of attaining higher educational achievement levels for the district's students. An important part of school improvement is the on-going evaluation of the curriculum and instructional program of the district. Programs will be evaluated with respect to both their effectiveness and efficiency as means of delivering student education.

The superintendent shall develop guidelines by which the instructional staff will evaluate the instructional program on a periodic basis.

Legal Reference: NDE Rule 10.004.07A

Approved:
Reviewed: 04/17/2023
Revised:

610 - Testing

610.01 - TEST OR ASSESSMENT SELECTION

A comprehensive testing program shall be established and maintained to evaluate the education program of the school district and to assist in providing guidance or counseling services to students and their families.

No student shall be required, as part of a program funded by the United States Department of Education, to submit, without prior written consent from the student's parent, to surveys, analysis or evaluation which reveals information concerning:

- political affiliations;
- mental and psychological problems potentially embarrassing to the student or the student's family;
- sex behavior and attitudes;
- illegal, anti-social, self-incriminating and demeaning behavior;
- critical appraisals of other individuals with whom students have close family relationships;
- legally recognized, privileged and analogous relationships, such as those of lawyers, physicians and ministers; or
- income, but not including income required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

As part of any program funded by the United States Department of Education, the district shall obtain written parental consent prior to the participation of any student under the age of 18 in any mental health survey, analysis, evaluation or assessment. The consent form shall describe in detail the purpose, provider, beginning time and duration of the survey, analysis, evaluation or assessment.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

It shall be the responsibility of the board to review and approve the evaluation and testing program.

Legal Reference: Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125 (1994).

20 U.S.C. § 1232h (1994).

Cross Reference: 507 Student Records
608.02 Student Health Services

611 Academic Achievement

Approved:
Reviewed: 04/17/2023
Revised:

610.02 - TEST OR ASSESSMENT ADMINISTRATION

1. **State Assessments.**

The district has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

The superintendent, in directing the assessment system, shall hold administrators and staff accountable to:

A. follow appropriate security procedures;
B. use the assessments identified within applicable curriculum guides;
C. use assessment data to monitor student learning;
D. use assessment data to differentiate instruction where appropriate;
E. provide students and parents with information about student progress;
F. use assessment data for school improvement planing; and
G. use assessment data to adjust, improve, or terminate ineffective teaching practices.

2. **Achieving Valid Assessments.**

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and “coursework assessments” (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

A. **Integrity of the Assessment Instrument.** The integrity of the assessment instrument is to be maintained. Administrators shall establish and monitor the chain of custody, limiting and recording who has custody of the testing materials and ensuring they are kept in a secure location when not being administered.

    a. **Standardized Assessments.** Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.

    b. **Coursework Assessments.** Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

B. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student’s knowledge, and not simply test preparation.

    a. **Teach the Content.** Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.

    b. **Practice Tests**. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

C. Conditions for Successful Assessments.

a. **Communications.** Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.

b. **Climate.** Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.

c. **Security.** Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.

D. **Full Participation**. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.

E. Assistance During Assessments.

Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. Educators are expected to follow best professional practices in administering the assessment to prevent testing irregularities. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).

Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.

F. **Student Answers.** Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

A staff member found to have committed testing irregularities shall be subject to discipline in accordance with law and Board policy. If the individual is a certified staff member, the Superintendent shall make a timely report to the Nebraska Professional Practices Commission.

Legal Reference: NDE Rule 10-005

Cross Reference: 611 Academic Achievement
1005.02 Parent Relations Goals

Approved:
Reviewed: 04/17/2023
Revised:

611 - Academic Achievement

611.01 - STUDENT PROGRESS REPORTS

The district shall provide a student progress report at the end of each grading period. Students who are doing poorly, and their parents, shall be notified prior to the end of the semester in order to have an opportunity to improve their grade. The board encourages the notification of students who have made marked improvement prior to the end of the semester.

Cross Reference: 507 Student Records

Approved:
Reviewed: 04/17/2023
Revised:

611.02 - STUDENT PROMOTION, RETENTION OR ACCELERATION

Students will be promoted to the next grade level at the end of each school year based on the student's achievement, age, maturity, emotional stability, and social adjustment.

Students will normally progress annually from grade to grade. Exceptions may be made when, in the judgement of the teachers and the principal, such exceptions are in the best educational interest of the students involved. Exceptions will always be made after prior notification and explanation to the student's parents, but the final decision will rest with school authorities.

When it becomes apparent a secondary student will be unable to meet the minimum credit requirements for the year, both the student and parents will be informed. Students who cannot demonstrate proficiency at their grade levels will also be considered for retention. Teachers must notify the principal of these students, make a recommendation to the principal concerning their promotion or retention, and hold a conference with parents.

The principal may require remediation at the parents' expense as a condition of promotion to the next grade level. The parents will be requested to indicate in writing their agreement or disagreement with the recommendation for retention. The final decision will rest with the school administration. Parents may request retention if they believe it to be in the best interest of their student. The principal will confer with the teachers and parents to determine appropriate action.

More than one retention during the elementary school years will receive special consideration and require the approval of the superintendent based on the recommendation of the principal, teacher and parent or guardian.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Students with exceptional talents may, with the permission of the principal and parents, take classes beyond their current grade level.

Legal Reference: Nebraska Statute 79-526

Approved:
Reviewed: 04-17-2023
Revised: 7-15-2024

611.03 - STUDENT HONORS AND AWARDS

The school district shall provide a program that establishes honors and awards including, but not limited to, academic letters, scholarships and good citizenship awards for students to assist them in setting goals. Students shall be made aware of honors and awards and the action necessary on the part of the student to achieve them.

It shall be the responsibility of the superintendent to implement this policy.

Cross Reference: 506 Student Activities

Approved:
Reviewed: 04/17/2023
Revised:

611.04 - PARENT CONFERENCES

Parent-teacher conferences will be held each semester at the elementary and middle school to keep the parents informed. The conferences at the high school, also held each semester, are not scheduled individually, unless the parent or teacher requires such a conference.

Parents, teachers, or principals may request a conference for students in grades kindergarten through twelve in addition to the scheduled conference time. Parents and students are encouraged to discuss the student's progress or other matters with the student's teacher.

Cross Reference: 507 Student Records

Approved:
Reviewed: 04/17/2023
Revised:

611.05 - GRADING GUIDELINES

The superintendent shall develop and implement student grading guidelines. The objectives of grading guidelines shall be to quantify, report and record the academic progress of each student. Grades should fairly reflect the level of student achievement in the knowledge and skills specified by grade level or course objectives and outcomes.

Cross Reference: 507.01 Student Records Access
1003 Public Examination of District Records

Approved:
Reviewed: 04/17/2023
Revised:

611.06 - HONORS RECOGNIZED AT HIGH SCHOOL GRADUATION AND GRADE POINT AVERAGE

The official grade point average (GPA) of graduating students is based on all high school credit hours in order to allow students sufficient opportunity to demonstrate achievement. Temporary GPA's will be sent to colleges and universities who request information for admission.

The official GPA will be furnished to post-secondary institutions upon request.

Hemingford High School will use the cum laude system to recognize academic excellence at graduation with the following GPA standards for levels of achievement and recognition.

97% and above = Summa Cum Laude (gold medallion)
95-96% = Magna Cum Laude (silver medallion)
93-94% = Cum Laude (bronze medallion)

Beginning with the 2027 graduating class, valedictorian and salutatorian will no longer be determined or recognized.

Students may wear honor cords and other regalia as approved by the high school principal. As a general guideline, honor cords will only be recognized when associated with school-sponsored programs. Medals will be reserved for academic achievements. Stoles will be reserved for nationally recognized honors programs.

The following procedures will also remain in effect until after the commencement of the class of 2026, at which time they will be eliminated:

The district will name a Valedictorian (Rank 1st in class) and Salutatorian (Rank 2nd in class) based solely upon class rank. Students must have attended Hemingford Schools for a minimum of 3 consecutive semesters to be eligible. If there is a tie in GPA for 1st or 2nd ranking, then students tied will be honored.

Legal Reference: Neb. Statute 79-526

Cross Reference: 507 Student Records

Approved:
Reviewed: 04/17/2023
Revised: 8-14-23

611.07 - GRADUATION REQUIREMENTS

Students must successfully complete the courses required by the board and the Nebraska Department of Education in order to graduate.

High school students must complete 260 credits prior to graduation. The following credits will be required:

- A minimum of 260 academic hours are required for high school graduation
- 205 hours are specifically required with
    - 40 in English Language Arts
    - 40 in Science
    - 40 in Social Studies
    - 30 in Mathematics
    - 30 in Career Technical Education
    - 10 in Physical Education/Health
    - 10 in Fine Arts
    - 5 in Financial Literacy or Personal Finance

Each student shall also complete and submit a Free Application for Federal Student Aid prior to graduation, unless the required opt-out form is completed by either: (1) the student's parent or legal guardian; (2) the Principal, if the Principal determines that good cause exists not to require the student to complete the FAFSA; or (3) an emancipated student or student of at least 19 years of age.

Students will be able to utilize Dual Credit classes to fulfill this requirement. Students may take college classes in all curricular areas to fulfill this requirement. Seniors that are in good standing and have all requirements filled, will be allowed to take up to 4 college classes.

The administration may allow high school credit to be awarded to students enrolled in a middle grades course if the course content and requirements are equivalent to a course offered in the high school.

Pre-college students should check additional requirements often prescribed by the college of their choice, especially prior the junior and senior years.

Courses from an approved agency may be taken when the student has an actual need to take a course in order to meet graduation requirements and deadlines. Courses must be taken under the direction of an administrator, counselor, or teacher as the supervisor if the student wishes to count this credit toward a high school diploma. It must be stressed that these courses are not the easiest method of earning credit and payment is the responsibility of the student.

Cross Reference NDE Rule 10, part 003.05B

Approved:
Reviewed: 04-17-2023
Revised: 3-14-22, 8-14-23, 7-15-2024

611.08 - EARLY GRADUATION

A student who has earned all required credits and met all other requirements may graduate early. Students who graduate early may choose to have their diplomas awarded at the time of completion or the student may participate in the spring commencement activities.

Approved:
Reviewed: 04/17/2023
Revised: 7-15-2024

611.09 - COMMENCEMENT

Students who have met the requirements for graduation will be allowed to participate in the commencement proceedings provided they abide by the proceedings organized by the school district. It shall be the responsibility of the principal to solicit input from each graduating class regarding the proceedings for their commencement.

Failure of a student to participate in commencement will not be a reason for withholding the student's final progress report or diploma certifying the student's completion of high school.

Approved:
Reviewed: 05/08/2023
Revised:

612 - Special Education Services

612.01 - FREE APPROPRIATE PUBLIC EDUCATION

The Hemingford Public School district will provide a free appropriate public education to children with disabilities eligible for special education services in accordance with state and Federal regulations. An IEP outlines each student's individual education plan and will be reasonably designed to meet the unique educational needs of the student.

The district ensures that a free appropriate public education is available to all children with disabilities residing in the district through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.02 - FULL EDUCATIONAL OPPORTUNITY GOAL

The district has a goal of providing a full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.03 - CHILD FIND

The Hemingford Public School district will develop procedures to ensure all children within the district have access to the child find process. The district will provide multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process. Each school building will have a designated contact person who is knowledgeable about the district procedures, and the district will designate a contact person to oversee the child find process. The child find process will be consistent with Federal and state regulations (34 CFR § 300 111 and 300 131; 92 NAC 51-006 and 92 NAC 51-015 03).

All children with disabilities residing in the district, including children with disabilities who are homeless children or wards of the state and children with disabilities attending non-public schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.04 - EVALUATION

When a child is suspected of having a disability, the Hemingford Public School district will complete a comprehensive initial evaluation within 45 school days or 60 calendar days (whichever comes first) from the date of parental consent to determine eligibility for special education services. All evaluations (both initial evaluations and reevaluations) will be completed by qualified multidisciplinary professionals and will follow Federal and state regulations. The documented results of the evaluation will be provided to parents and included in student files. The district will use a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district and school psychologist will follow publisher guidelines for assessments (professional qualifications, use of materials, interpretations) and will not use outdated or culturally inappropriate tools. The district and school psychologist will ensure assessment instrument regulations are followed. All evaluation components will be coordinated with the Educational Service Unit and at no expense to the parent.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.041 - ADDITIONAL EVALUATION REQUIREMENTS FOR SLD

The Hemingford Public School district will collect students' reading and math performance data at least one time a year. School teams will make data-based decisions to determine who is in need of general education interventions. Interventions will include evidence-based practices. The student's progress will be monitored in the area of the deficit. School teams will review all collected data, and if it is suspected that a student has a specific learning disability, the student will be referred for an evaluation. The parent has a right to request an evaluation at any time. The district will develop procedures to ensure compliance with all Federal and state regulations concerning evaluations. District special education staff will be trained annually on procedures and district-level policies.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.042 - EVALUATIONS

All evaluations (initial evaluations and reevaluations) will be completed by qualified multidisciplinary professionals and will follow Federal and state regulations. The documented results of the evaluation will be provided to parents and included in student files. The district will coordinate the use of a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district and school psychologist will follow publisher guidelines for assessments (professional qualifications, use of materials, interpretations) and will not use outdated tools. All past evaluations will be reviewed before making decisions regarding current evaluation or reevaluation needs. The district will develop procedures to ensure compliance with all Federal and state regulations concerning evaluations and ensure regulations are followed.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.043 - INDEPENDENT EDUCATION EVALUATIONS

The parent, guardian, or appointed surrogate will be notified of procedural safeguards consistent with Federal and state regulations (34 CFR § 300 502 and 92 NAC 51-006 07) associated with Independent Education Evaluations (IEEs) at the time of evaluation. When a parent, guardian, or appointed surrogate disagrees with the outcomes of an evaluation and requests an IEE, Hemingford Public School district will respond to the request within 10 school days with a decision to move forward with the IEE or initiate a hearing to determine the appropriateness of the evaluation (consistent with 92 NAC 51-006 07D). The parent, guardian, or appointed surrogate will be given written notice of the decision. The district will maintain procedures outlining criteria associated with the evaluation and provide information to the parent upon request. The school team will consider independent evaluations (whether provided at parent or public expense) when making decisions.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.044 - DISABILITY VERIFICATION

A multidisciplinary team will identify whether a child is eligible for special education services after the completion of a comprehensive evaluation based on disability categories identified by state and Federal regulations (34 CFR §300 8; 92 NAC 51-006 04). The district does include the category of developmental delay.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.045 - ELIGIBILITY

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The team is responsible for ruling out if the determinant factor is due to a lack of appropriate instruction in reading or math or due to a lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with state and Federal requirements. The district will develop procedures determining who is responsible for providing the parent with a written report and the documentation of such actions. When a student is not eligible for services, the school multidisciplinary team will determine if general education interventions or strategies are needed.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.046 - CONSENT (EVALUATION AND PLACEMENT)

The Hemingford Public School district staff will provide the parent, guardian, or appointed surrogate (when applicable) with information regarding decisions to evaluate (what they are proposing or rejecting, reasons for decisions, all options considered, why other options were rejected, what information was used to make decisions, and any other relevant information.) Staff will seek written permission for evaluation on the district SRS consent form which will conform to state and Federal requirements consistent with 34 CFR §300 9; and 92 NAC 51-009. Informed consent for special education placement will be obtained on the SRS Initial Placement form before services are initiated. Revocation of consent for evaluation or services must be documented by the parent in writing. Reasonable efforts will be taken to obtain the parent's written signature for revocation of services, including phone, email, and mail requests.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.05 - INDIVIDUALIZED EDUCATION PROGRAM AND FAMILY SERVICES PLAN

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Every report of alleged violations of the district's special education policies that fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of these policies, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified. The investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of the special education policies.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.06 - TRANSITION FROM PART C TO PART B

The Hemingford Public School district will create procedures to ensure staff participate in transition planning with early intervention programs to ensure participating children are appropriately evaluated, identified, and have services in place by age 3 consistent with Federal regulations (34 CFR § 1 24, 34 CFR § 300 323) and state law (92 NAC 51-005 03).

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.07 - ASSESSMENT PARTICIPATION AND REPORTING

For students with disabilities participating in the regular education assessment, Hemingford Public School district will develop guidelines for the provision of appropriate accommodations on assessments. Students will only be eligible for participation in the alternate assessment if they meet state and Federal regulations. The district will develop guidelines for the participation and accommodations of children with disabilities in alternate assessments.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.08 - PLACEMENT AND LEAST RESTRICTIVE ENVIRONMENT

Teams will develop Individual Education Plans (IEPs), which will include all roles identified by Federal and state rules, within 30 days from the initial eligibility decision and at least annually, consistent with state and Federal rules and regulations. The district will use SRS forms to make sure all required components are considered and included. While a draft may be developed before an IEP meeting, the draft will not be considered the final version and shall be reviewed and revised based on the team, including the parent, input, and consensus. If a parent requests an alternate means of attendance, the team will offer attendance via phone, zoom, or virtual conferences. Procedures for such options will be developed to ensure confidentiality and to obtain proper signatures.

To the maximum extent appropriate, children with disabilities, including children in public or nonpublic schools and approved service agencies, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or the severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.09 - CHILDREN IN NONPUBLIC SCHOOLS

Consistent with the number and location of children with disabilities who are enrolled by their parents in nonpublic elementary and secondary schools, provision is made for the participation of those children in special education and related services in accordance with the requirements contained in 92 NAC 51.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.10 - PROCEDURAL SAFEGUARDS

The Hemingford Public School district will implement procedural safeguards outlined in Federal and state regulations (34 CFR § 300 500, 92 NAC 51-009 01). Parents will be given a copy of their procedural safeguards annually or upon initial referral or parental request for evaluation; upon request by a parent; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009 11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016. District procedures will be developed for parent participation in decision-making, parent examination of records, record access, the release of records, record amendments, confidentiality safeguards, records regarding migratory children with disabilities, retention and destruction of records, insurance process (if applicable), and dispute resolution processes.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.11 - TRANSPORTATION

The Hemingford Public School district will be responsible for coordinating and supplying transportation needs of children with disabilities within the school district consistent with state and Federal regulations (34 CFR § 300 34, 34 CRF § 300 107, and 34 CFR § 300 179; 92 NAC 51-009 07 07C4a, 92 NAC 51-009 003 49 92 NAC 51-009 014) including transportation services needed for children birth to 5-year-old, children who are wards of the state, and parentally placed nonpublic students who require services to access academic, related services, and nonacademic services and activities as determined by the child's IEP team. Except when a parent is transporting only his or her child, the board of education shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.12 - COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT

The Hemingford Public School district will implement a comprehensive system of personnel development including the Danielson Effective Educator model. Procedures shall be developed to meet the basic requirements of the comprehensive system.

The district ensures that personnel necessary to carry out IDEA requirements are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.13 - CONFIDENTIALITY

The Hemingford Public School district will protect the confidentiality of personally identifiable information in the education records of students with disabilities. The district shall maintain a system of safeguards to protect the confidentiality of student's educational records and personally identifiable information when collecting, retaining, disclosing, and destroying student special education records, in accordance with Board policy, state requirements, and Federal and state law and regulations.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.16 - VERIFICATION

The district has a goal of preventing the inappropriate over-identification of disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment as described in 92 NAC 51-003.10.

“Child with a disability” means a child who has been verified as per 92 NAC 51-006 as a child with autism, a behavior disorder, deaf-blindness, a developmental delay, a hearing impairment including deafness, a mental handicap, multiple impairment, an orthopedic impairment, an other health impairment, a specific learning disability, a speech-language impairment, a traumatic brain injury or a visual impairment including blindness, who because of this impairment needs special education and related services. If, under 92 NAC 51-003.63, it is determined, through an appropriate evaluation under 92 NAC 51- 006, that a child has one of the disabilities identified above, but only needs a related service and not special education, the child is not a child with a disability under this Chapter. If the related service required by the child is considered special education rather than a related service, the child would be determined to be a child with a disability.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.17 - PROHIBITION ON MANDATORY MEDICATION

The Hemingford Public School district, special education personnel, and related services providers are prohibited from requiring parents to obtain a prescription for a child as a condition of attending school, receiving an evaluation, or receiving services.

Nothing in this policy shall be construed to create a prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parents or guardians regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.18 - SURROGATE PARENTS

When parents are represented in special education policy, the terms "parent, guardian, or appointed surrogate" are considered parents. "Surrogate" is defined as consistent with 34 CFR § 300 519 and 92 NAC 51-009 10.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

612.19 - DISCIPLINARY ACTIONS AND REMOVALS

The Hemingford Public School district will implement behavioral intervention strategies in a positive and consistent manner to promote appropriate behaviors and improve school climate. Change of placement decisions related to disciplinary removals will be consistent with Federal and state regulations (Section 300 530, 92 NAC 51-009 016). The district will develop procedures to ensure disciplinary procedural safeguards and decision making follows such regulations.

Approved:
Reviewed: 05/08/2023
Revised: 3-13-23

Section 700 - Business Operations

701.00 - FISCAL MANAGEMENT GOALS AND OBJECTIVES

The school board recognizes that money and money management comprise the foundational support of the whole school program. To make that support as effective as possible, the board intends:

1. To encourage advance planning through the best possible budget procedures.
2. To explore all practical and legal sources of financial income.
3. To guide the expenditure of funds so as to achieve the greatest educational returns.
4. To require maximum efficiency in accounting and reporting procedures.
5. To maintain a level of per pupil expenditure needed to provide high quality education.

As trustee of community, state, and federal funds allocated for use in local education, the school board has the responsibility to protect the funds and use them wisely.

Approved:
Reviewed: 06/12/2023
Revised:

702 - Annual Budget

702.01 - FISCAL YEAR

The fiscal year is defined as beginning annually on September 1 and ending on August 31 inclusive.

Annual financial records shall refer to records based on the fiscal year.

Legal Reference: Neb. Statute 79-1091

Approved:
Reviewed: 06/12/2023
Revised:

702.02 - BUDGET PLANNING, PREPARATION AND SCHEDULES

Prior to certification of the budget, the board will review the projected revenues and expenditures for the school district and make adjustments where necessary to carry out the education program within the revenues projected.

A budget for the school district shall be prepared annually for the board's review. The budget shall include all items called for in the budget adoption process policy 702.03.

It shall be the responsibility of the superintendent to prepare the budget for review by the board and place it on file with the district prior to publication of the budget hearing notice.

The board shall adopt and certify a budget for the operation of the school district to the county assessor by September 30. It shall be the responsibility of the superintendent to file the adopted and certified budget with the county levying board and county clerk.

The board may amend the budget for the fiscal year in the event of unforeseen circumstances or correct a clerical, mathematical or accounting error. The board shall follow the procedures for public review and adoption of an amended or corrected budget as outlined by statute.

The board will review the financial condition of the district monthly, and shall require the superintendent to prepare a monthly reconciliation statement. This statement will show the amount expended during the month, total (to date) for the fiscal year, receipts and remaining balances in each fund. This statement will be used as a guide for projected purchasing and as a guide for budget transfers.

During the budget year, the superintendent may transfer any unencumbered balance or portion thereof from the expenditure authorization of one (1) account to another, subject to limitations provided by state laws and approval by the Board.

Legal Reference: Neb. Statute 13-501 et seq.
79-1083 et seq.

Cross Reference: 204.03 Public Hearings
704 Accounting System
705 Revenue
706 Expenditures

Approved:
Reviewed: 06/12/2023
Revised:

702.03 - BUDGET ADOPTION PROCESS

Members of the school district community shall have an opportunity to review and comment on the proposed budget at a public hearing held separately from any regularly scheduled meeting before the adoption of the proposed budget by the board. The public shall be apprised of the proposed budget for the school district by its publication in the newspaper of record and on the newspaper's website, if it has one, at least 4 calendar days prior to the hearing, including the day of publication. The hearing shall not be limited by time and any member of the public who wishes to speak on the proposed budget statement must be allowed to address the board for a reasonable amount of time. Similarly, a Tax Request Hearing must be held on the same night or a later night as the Budget Hearing with 4 days prior notice.

The board must make at least three copies of the proposed budget statement available to the public and shall make a presentation outlining key provisions of the proposed budget statement, including a comparison with the prior year's budget.

The published hearing notice shall contain the following information:

1. The certified taxable valuation under section 13-509 for the prior year;
2. The certified taxable valuation under section 13-509 for the current year;
3. The percentage increase or decrease in such valuations from the prior year to the current year;
4. The dollar amount of the prior year's tax request;
5. The property tax rate that was necessary to fund that tax request;
6. The property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation;
7. The proposed dollar amount of the tax request for the current year;
8. The property tax rate that will be necessary to fund that tax request;
9. The percentage increase or decrease in the property tax rate from the prior year to the current year; and
10. The percentage increase or decrease in the total operating budget from the prior year to the current year.

If the board's budget resolution setting its property tax request exceeds the district's property tax request of the prior year, it shall include at a minimum the following information:

1. Budget Resolution for the _____ School District;
2. The property tax request for the 20__-__ year is $_____;
3. The total assessed value of property differs from last year's total assessed value by ____ percent.
4. The tax rate that would fund the same amount of tax request as last year, when multiplied by the new total assessed value of property, would be $____ per $100 of assessed value.
5. The _____ School District proposes to adopt a property tax request that will cause its tax rate to be $____ per $100 of assessed value.

6. Based on the proposed property tax request and changes in other revenue, the total operating budget of the _____ School District will exceed last year's by ____ percent.
7. The record vote of the board in passing this resolution is _____.

If the district's budget will increase its property tax more than the allowable growth percentage, it shall designate one representative to attend a Joint Public Hearing in the county in which the district's central office is located. The hearing will be held after September 17th and before September 29th, after 6:00 p.m. The presentation will include items 1 through 6 above, and the following:

- To obtain more information regarding the increase in the property tax request, citizens may contact the (name of district) at (telephone number and email address).

The district shall send the required information to the county clerk by September 5th and the clerk shall notify the district of the date, time, and location of the joint public hearing. Publishing or posting notice of the meeting, along with the mailing of a postcard titled NOTICE OF PROPOSED TAX INCREASE to all affected property taxpayers, is the duty of the county assessor. The cost of creating and mailing the postcards, including staff time, materials, and postage, shall be divided among the political subdivisions participating in the joint public hearing. Any member of the public shall be allowed to speak at the joint public hearing and shall be given a reasonable amount of time to do so.

The superintendent will ensure the budget is filed with and certified to the county levying board by September 30th with a copy of the adopted budget statement which complies with sections 13-518 to 13-522 or 79-1023 to 79-1030, together with the amount of the tax required to fund the adopted budget, setting out separately (a) the amount to be levied for the payment of principal or interest on bonds issued by the governing body and (b) the amount to be levied for all other purposes. Proof of publication shall be attached to the statements.

A copy of the resolution setting a property tax request shall be certified and forwarded to the county clerk by October 15th.

Legal Reference: Neb. Statute 13-506
77-1632, 1633
79-1084

Approved:
Reviewed: 06/12/2023
Revised:

702.03R1 - NOTICE OF BUDGET HEARINGS AND BOARD MEETING

The Board of Education of the School District of _____ will be meet at ___ p.m. for a Budget Hearing on _____, 20___, followed by a Tax Request Hearing after the conclusion of the Budget Hearing. Following the conclusion of the two hearings there will be a (regular; special) meeting of the Board. The hearings and meeting will be held at the Administrative Offices at _____.

An agenda for the Board Meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours. To view the agenda online go to http://_____ and find the meeting link.

Budget information for the _____ School District.

1. The district's certified taxable valuation under Nebr. Statute 13-509 for the previous year is $_____.

2. The district's certified taxable valuation under Nebr. Statute 13-509 for the current year is $_____.

3. The total assessed value of property differs from last year's total assessed value by ____ percent.

4. The dollar amount of the previous year's tax request was $_____.

5. The tax rate that was necessary to fund the previous year's tax request was $_____ per $100 of assessed value.

6. The tax rate that would fund the same amount of tax request as last year, when multiplied by the new total assessed value of property, would be $____ per $100 of assessed value.

7. The proposed property tax request for the current year is $_____ .

8. The district's proposed property tax request will result in a tax rate of $____ per $100 of assessed value.

9. The district's proposed property tax request will (increase;decrease) the property tax rate from the prior year by _____ percent.

10. Based on the proposed property tax request and changes in other revenue, the total operating budget of the district will (increase;decrease) last year's by ____ percent.

702.03R2 - PRESENTATION AT JOINT PUBLIC HEARING WHEN EXCEEDING ALLOWABLE GROWTH PERCENTAGE

If the board's budget resolution setting its property tax request will increase its property tax more than the allowable growth percentage, it shall designate one representative to attend a joint public hearing in the county in which the district's central office is located and the presentation shall include at a minimum the following information:

1. Budget Resolution for the _____ School District.

2. The property tax request for the 20__-__ year is $_____.

3. The total assessed value of property differs from last year's total assessed value by ____ percent.

4. The tax rate that would fund the same amount of tax request as last year, when multiplied by the new total assessed value of property, would be $____ per $100 of assessed value.

5. The _____ School District proposes to adopt a property tax request that will cause its tax rate to be $____ per $100 of assessed value.

6. Based on the proposed property tax request and changes in other revenue, the total operating budget of the _____ School District will exceed last year's by ____ percent.

7. The record vote of the board in passing this resolution is _____.

8. To obtain more information regarding the increase in the property tax request, citizens may contact the _____ School District at the following:
   Phone Number _____ Email Address _____

702.03R3 - BUDGET HEARING AND RESOLUTION CHECKLIST PROCEDURES

The District shall give notice of the Budget Hearing and the Tax Request Hearing at least 4 days prior to the hearings, including the day of publication, in the newspaper of record and on the newspaper's website, if it has one. The hearing notice shall include the 10 required items as listed in Regulation 702.03R1. The hearings must be held separately from any regularly scheduled meeting. The Tax Request Hearing may be held following the Budget Hearing or on a later date. They shall not be limited by total time although time limits may be set for each speaker. Any member of the public who wishes to speak on the proposed budget statement or tax request must be allowed to address the board for a reasonable amount of time. The board must make at least three copies of the proposed budget statement available to the public and shall make a presentation outlining key provisions of the proposed budget statement, including a comparison with the prior year's budget.

The Board meets to approve and adopt its proposed budget. The budget resolution shall include the 7 required items of information.

If the district's budget will increase its property tax more than the allowable growth percentage, prepare for the Joint Public Hearing by designating one representative to attend and supplying the 8 required information items to the clerk of the county in which the district's central office is located by September 5th. Wait to be notified of the date, time, and location of the Joint Public Hearing.

At the Joint Public Hearing, the presentation shall include the 7 items supplied to the county clerk including the phone number and email address for interested persons to contact the District. Any member of the public shall be allowed to speak at the Joint Public Hearing and shall be given a reasonable amount of time to do so.

The superintendent will ensure the budget is filed with and certified to the county levying board by September 30th as required with attached proof of publication and a copy of the resolution setting the property tax request shall be certified and forwarded to the county clerk by October 15th.

703.00 - MANAGEMENT OF CAPITAL RESERVES

Capital reserve funds are to be managed in the best interests of the district. All capital reserve accounts shall be initiated by a resolution of the board. The business manager will report to the board on a regular basis regarding rates of return and make recommendations as needed to best utilize the district's reserves. The superintendent shall specifically report to the board at any time the reserves have fallen below 20% of the annual budget. The sum of all reserves including contingency funds, depreciation funds and cash reserves may not exceed the percentage of the general fund budget as shown below:

Average district daily membership	Allowable reserve percentage
0 - 471	45
471.01 - 3,044	35
3,044.01 - 10,000	25
10,000.01 and over	20

Legal Reference: Neb. Statute 79-1027

Approved:
Reviewed: 06/12/2023
Revised:

704 - Accounting System

704.01 - DEPOSITS AND TRANSFERS

The board shall designate by resolution the name and location of the Nebraska located financial depository institution or institutions to serve as the official school district depository or depositories.

It shall be the responsibility of the board secretary to include the resolution in the minutes of the meeting.

When the necessity for a fund has ceased to exist, the balance may be transferred to another fund or account by board resolution. School district monies received without a designated purpose may be transferred in this manner. School district monies received for a specific purpose or upon vote of the people may only be transferred by board resolution when the purpose for which the monies were received has been completed.

It shall be the responsibility of the superintendent to make recommendations to the board regarding transfers and to provide the information justifying the transfer.

Cross Reference: 203.01 Board Organizational Meeting
203.05 Treasurer
705.01 Local, State, Federal or Miscellaneous Revenue

Approved:
Reviewed: 06/12/2023
Revised:

704.02 - BUDGET PLANNING, PREPARATION AND SCHEDULES

Prior to certification of the budget, the board will review the projected revenues and expenditures for the school district and make adjustments where necessary to carry out the education program within the revenues projected.

A budget for the school district shall be prepared annually for the board's review. The budget shall include all items called for in the budget adoption process policy 702.03.

It shall be the responsibility of the superintendent to prepare the budget for review by the board and place it on file with the district prior to publication of the budget hearing notice.

The board shall adopt and certify a budget for the operation of the school district to the county assessor by September 30. It shall be the responsibility of the superintendent to file the adopted and certified budget with the county levying board and county clerk.

The board may amend the budget for the fiscal year in the event of unforeseen circumstances or correct a clerical, mathematical or accounting error. The board shall follow the procedures for public review and adoption of an amended or corrected budget as outlined by statute.

The board will review the financial condition of the district monthly, and shall require the superintendent to prepare a monthly reconciliation statement. This statement will show the amount expended during the month, total (to date) for the fiscal year, receipts and remaining balances in each fund. This statement will be used as a guide for projected purchasing and as a guide for budget transfers.

During the budget year, the superintendent may transfer any unencumbered balance or portion thereof from the expenditure authorization of one (1) account to another, subject to limitations provided by state laws and approval by the Board.

Legal Reference: Neb. Statute 13-501 et seq.
79-1083 et seq.

Cross Reference: 204.03 Public Hearings
704 Accounting System
705 Revenue
706 Expenditures

Approved:
Reviewed: 06/12/2023
Revised:

704.03 - INVENTORIES

The district will maintain a complete property inventory which lists all district-owned property such as land, buildings, improvements to property other than buildings (i.e., parking lots, athletic fields, playgrounds, etc.) and equipment. The inventory shall also include all district supplies. The district's inventory will be updated annually to include property and equipment newly purchased or disposed.

Current records shall be maintained for the receipt, distribution/disposal and inventory of commodity foods as required by federal law. Records of all federal and state financial and program information are kept for a minimum of five years.

The Board may authorize the employment of an appraisal company to assist with the inventory procedure.

Approved:
Reviewed: 06/12/2023
Revised:

704.04 - AUDITS

An auditing firm shall be retained at the close of each fiscal year for the purpose of auditing and making necessary reports to the board and the Nebraska Department of Education (NDE). The superintendent shall arrange with the firm for an audit examination of all financial, transportation, food service and attendance records of the district, in accordance with state law. Confidential and privileged communications between the district and its auditor, including all auditor work products, are hereby closed to the extent permitted by statute.

The audit examination shall be made in accordance with generally accepted auditing standards, to include such reviews and tests of the accounting system, books and records, and other underlying data as are necessary to come to an informed opinion as to the financial affairs of the district. The audit report shall include the requirements as enumerated in statute.

Each member of the board shall receive a copy of the audit report, and copies shall be furnished to the Commissioner of Education and the Auditor of Public Accounts no later than November 5. A copy of the auditor's letter to management, resulting from the audit, and the district's responses to that letter shall be filed with the Commissioner of Education no later than January 31. The superintendent shall be responsible for filing copies of the audit with the proper authorities.

Legal Reference: Neb. Statute 79-1089
NDE Rule 1

Approved:
Reviewed: 06/12/2023
Revised:

NOTICE

PREVENTION OF IMPROPER USE OF TAXPAYER FUNDS

This notice is posted in compliance with the Every Student Succeeds Act:

To report fraud, waste, abuse, misuse or mismanagement of taxpayer funds, please contact the Office of Inspector General of the Department of Education.

Phone: 1-800-MIS-USED

704.05 - SETTLEMENT OF CLAIMS

The district shall maintain a public record of all settled claims. The record of claims settled in the amount of at least fifty thousand dollars, or one percent of the total annual district budget, whichever is less, shall include a written executed settlement agreement. The agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of any financial compensation paid by or to the district on its behalf.

Specific portions of the claim may be withheld from the public record only as provided by state statute. Upon settlement, the agreement shall be included as a board agenda item at the next regularly scheduled board meeting. This policy does not require the board or district employees to comment on the settlement agreement.

This policy does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference: Neb. Statute 84-712
LB742

Cross Reference: 706 Expenditures

Approved:
Reviewed: 06/12/2023
Revised:

705 - Revenue

705.01 - LOCAL, STATE, FEDERAL, OR MISCELLANEOUS REVENUE

Local

The Board of Education, through the adoption of the annual budget, shall prepare an estimate of the amount of money to be raised by taxation for the ensuing school year, the rate required to produce the amount, and the rate necessary to sustain the district meeting principal and interest payments on the bonded indebtedness and providing the funds to meet other legitimate district purposes.

Whenever it becomes necessary, in the judgment of the Board, to increase the tax rate beyond the authorized level (the amount last approved by the voters of the district or as subsequently revised according to law), the Board shall determine the rate of taxation necessary to be levied in excess of the existing rate and submit the proposition to the voters of the district.

State

The Board of Education will accept all available state funds to which the district is entitled by law or through regulations of the State Board of Education and/or Nebraska Department of Education. State funds, both categorical and general, are based upon objective formulae. The superintendent shall be responsible for ensuring that the district files the required reports and forms to secure the amount of state funds to which it is entitled.

Federal

Applications shall be made for federal funds when available, provided that none of the conditions of acceptance is in conflict with state law, the policies, rules and procedures of the Board of Education and the objectives of the district. The school district shall comply with all federal requirements governing these moneys, and shall account for each federal project separately and expend said funds as authorized by the approved project application only.

Legal reference: Neb. statute 79-1084
77-3444

Approved:
Reviewed: 06/12/2023
Revised:

705.02 - USAGE FEES, ADMISSIONS AND ROYALTIES

The board may permit the use of district facilities for civic and recreational purposes. A schedule of fees to be charged nonschool related groups for the use of school facilities for various events may be established and periodically reviewed by the board. This revenue shall be used for the purpose of furthering the educational opportunity of the district's students. All such transactions will be carried out in accordance with state law.

Although the board will avoid lease arrangements that involve it in property management activities, temporary use of surplus real property by another public agency, private individual, or other legal entity may be authorized by the board.

Such use will be for a fixed term and subject to regulations and written agreement designed to protect the school district from any expense, loss, or liability arising out of such use. These lease arrangements will be based on a sealed bid for no more than a threeyear period, with the district retaining the right to redeem the property for school purposes, if necessary.

When an application for use of a particular school facility has been approved, responsibility for maintaining records and for collecting and remitting and/or disbursing fees will rest with the principal of the specific school involved. The principal will collect all fees from the user at the time the approved application is filed, and will make necessary arrangements for custodial services required.

Cross Reference: 710 Disposition of School Property
1006.01 Community Use of School District Buildings,
Sites and Equipment

Approved:
Reviewed: 06/12/2023
Revised:

705.03 - FREE ADMISSIONS PASSES

The following persons will be issued free guest passes for all school activities, including athletic events:

1. All full time district employees and current board members;

2. Resident senior citizens (65 years of age or older);

3. Volunteers (doctors, fire department, police department);

4. Unpaid officials who perform frequently at athletic events (scorekeepers, public address personnel, photographers);

5. Others as specified.

In addition, Panhandle Conference, Western Trails Conference, and Nebraska Schools Activities Association (NSAA) passes will be honored.

Children under age six, accompanied by an adult, may be admitted free.

Any employee who has completed 20 years of service to the district will be recognized with a lifetime pass to all school activities. A lifetime pass will also be given to school board members who have served in office. The Board may also grant a lifetime pass to any person who has made a significant contribution to the school district.

Legal Reference: Neb. Statute 79-518

Approved:
Reviewed: 07/10/2023
Revised:

705.04 - GIFTS, GRANTS AND BEQUESTS

The board believes gifts, grants, and bequests to the school district may be accepted when they will further the interests of the school district. Gifts to the school district first require the approval of the superintendent, and the board encourages donors to consult with the superintendent prior to making the donation. Donations of a significant value should normally be made through the District Foundation to avoid unintended losses of state aid. The board, at the recommendation of the superintendent, shall have sole final authority to determine whether the gift furthers the interests of the school district and will be accepted directly by the district. Donations made to the District Foundation will need final approval from the Foundation Board after receiving the approval of the superintendent.

Prior to submitting application for any grants and due to the investment of time and resources needed for the application process, the superintendent must provide approval to make the application. The superintendent will consider whether the requirements and goals of the grant are in keeping with the educational plans and goals of the district, and whether acceptance of the grants will cause undue burdens on the district.

Gifts, grants, and bequests once accepted on behalf of the school district shall become the property of the school district. Gifts, grants, and bequests shall be administered in accordance with terms, if any, agreed to by the board.

Cross Reference: 403.04 Gifts to Employees
509.01 Class or Student Group Gifts

Approved:
Reviewed: 07/10/2023
Revised:

705.05 - NCLB

It is the policy of the District to comply with the NCLB and federal grant programs in which the District participates

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the NCLB formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent's discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.

2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. NCLB funds shall not be used to provide services otherwise required by law to be made available.

3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff is to be assigned curriculum materials and instructional supplies. They are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.

4. Maintenance of Effort. The District shall maintain fiscal effort related to NCLB programs in compliance with the requirements of federal law.

5. Resources. The procurement of resources related to the NCLB programs, including contracts and purchase or service agreements for such programs, shall be in accordance with the district's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in the program.

6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.

7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.

9. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with NCLB and specific NCLB grant programs in which the District participates.

Legal Reference: NCLB

Approved:
Reviewed: 07/10/2023
Revised:

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

I. Applicability of the Policy

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

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

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

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

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of $100,000 or more are subject to state public lettings laws (Neb. Rev. Stat. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between $100,000 and $250,000.

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publically opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.

a. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
b. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
c. Any or all bids may be rejected if there is a sound documented reason.

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.
7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

    b. The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Construction Records for Projects Financed with Federal Funds

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

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

VI. Conflict of Interest and Code of Conduct

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

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

C. Favors and Gifts

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

D. Enforcement

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

Approved:
Reviewed: 07/10/2023
Revised:

705.07 - Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

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

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

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

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

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

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

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition

cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or $5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

    a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

    b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

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

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

C. Inventory Records

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

1. Serial number;
2. District identification number;
3. Manufacturer;

4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

    b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Approved:
Reviewed: 07/10/2023
Revised:

706 - Expenditure

706.01 - PURCHASING PROCEDURES

The Board recognizes the importance of a sound fiscal management program and expects the district to maintain an efficient and consistent procedure in purchasing materials and services for the school district.

All purchasing for the district will adhere to an approved purchase process that clearly establishes the contractual arrangement between the supplier and the school district.

Requests for equipment, materials, books, supplies, reimbursement claims and subsidiary accounts shall be made through the principal to the superintendent. No payment of a bill will be made without proper purchase documentation. The board may enter into multi-year contracts for periods not to exceed seven years, for the provision of utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, and instructional materials, supplies, and equipment.

The superintendent shall have the authority to authorize purchases costing under $10,000 without prior board approval. When it is reasonable and practical to do so, the superintendent will request competitive bids for goods and services to ensure the best use of the district's financial resources. Competitive sealed bids are required in many instances for construction, remodeling or repair of school-owned buildings or site improvements that cost $100,000 or more.

When obtaining competitive bids, the purchase will be made from the lowest responsible bidder based upon total cost considerations including, but not limited to, the cost of the goods and services being purchased, availability of service and/or repair, delivery date, the targeted small business procurement goal and other factors deemed relevant by the board.

The district will follow NDE guidelines and applicable state statutes for any purchases made through the Nebraska Department of Administrative Services.

Legal Reference: Neb. Statute 73-106
Neb. Statute 79-515
Neb. Statute 79-10,104

Approved:
Reviewed: 07/10/2023
Revised:

706.03 - BIDDING PROCEDURES

The purchasing procedure of the school district shall not only ensure the best possible price for goods and services, but shall also operate efficiently and economically. The construction of facilities which may exceed an expenditure of $100,000, and an amount as periodically adjusted by state statute, shall be advertised and submitted for bid in the manner required by law. This limit does not apply to the acquisition of existing buildings, purchase of new sites or site expansions by the district. Other purchases or contractual services may be advertised and submitted for bid as directed by the Board or when, in the opinion of the superintendent, the welfare of the district will be served. All bids must be submitted in sealed envelopes, addressed to the Board and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened and examined publicly.

The Board reserves the right to reject any or all bids or any part of any bid and accept that bid which appears to be in the best interest of the school district. The Board reserves the right to waive any informalities in any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. All bids will be required to have a current date as part of the bid.

When bids are needed for small vehicle replacement and other similar purchases, an ad will be placed in the local paper as well as inviting area merchants to participate.

Legal Reference: Neb. Statute 73-106
Neb. Statute 79-10,104

Approved:
Reviewed: 07/10/2023
Revised:

706.04 - VENDOR RELATIONS

The district welcomes business and bids from all eligible vendors. Preferential treatment will not be extended to any vendor. Orders will be placed on the basis of quality, price and delivery, with past services being a factor if other considerations are equal.

Salesmen or agents may not solicit staff members during hours when students are present. The administration may allow sales representatives or agents of educational products to contact staff members at times that will not interfere with the educational program.

No district employee will receive direct compensation of any kind from any vendor in return for the sale of supplies or services.

Cross Reference: 403.04 Gifts to Employees

Approved:
Reviewed: 07/10/2023
Revised:

706.05 - PURCHASING ON BEHALF OF EMPLOYEES

Generally, the school district shall not purchase items on behalf of employees. The school district may in special circumstances do so. It shall be within the discretion of the board to determine when such circumstances exist.

No purchase shall be made unless the employee has has agreed to be responsible for any taxes or other expenses due and has made arrangements with the business manager.

Approved:
Reviewed: 07/10/2023
Revised:

706.06 - PAYMENT FOR GOODS AND SERVICES

The board will give final approval to all payments of bills. Payment of bills shall be submitted by the superintendent for the board's approval only after verification of delivery and satisfaction by the department or staff receiving the item(s). No payment for goods or services shall be made unless both an itemized invoice showing the name of the person or firm to whom payment is due is presented, and a receiving document bearing the signature of an authorized school employee is on file. Furthermore, the invoice must have been issued in response to an approved purchase order. The superintendent shall audit all claims, and shall submit the same to the Board of Education for approval and authorization for payment.

School district moneys shall be disbursed only upon final board approval of the monthly list of bills. Each district check shall show the legal identification of the district by name and address, and the depository or investment account upon which the check is drawn. It shall also specify the amount to be paid and to whom payment is made, from what funds, for what purpose, the date of payment and the number of the check.

Approved:
Reviewed: 07/10/2023
Revised:

707 - Payroll

707.01 - PAYROLL PROCEDURES

The payroll period for the school district shall be monthly. Employees shall be paid on the 15th day of each month. If this day is a holiday or weekend, the payroll shall be paid on the last working day prior to the holiday or weekend.

It shall be the responsibility of the superintendent to issue payroll to employees in compliance with this policy.

The requirements stated in the Negotiated Contract between employees in a certified collective bargaining unit and the board regarding payroll periods of such employees shall be followed.

Approved:
Reviewed: 07/10/2023
Revised:

707.02 - SALARY DEDUCTIONS

Ease of administration shall be the primary consideration for payroll deductions, other than those required by law. Payroll deductions shall be made for federal income tax withholdings, state income tax withholdings, social security, and the School Retirement Fund.

Employees may elect to have payments withheld for professional dues, district-related and mutually agreed upon group insurance coverage, and/or tax sheltered annuity programs. Requests for these deductions shall be made in writing to the superintendent. Requests for purchase or change of tax-sheltered annuities may be made annually.

It shall be the responsibility of the superintendent to determine which additional payroll deductions will be allowed.

The requirements stated in the Negotiated Contract between employees in a certified collective bargaining unit and the board regarding payroll deductions of such employees shall be followed.

Legal Reference: Neb. Statute 79-901 et seq.

Cross Reference: 407.06 Certificated Employee Tax Shelter Programs
413.05 Support Staff Tax Shelter Programs

Approved:
Reviewed: 07/10/2023
Revised:

707.03 - EXPENSE AUTHORIZATION AND REIMBURSEMENT

District employees who incur expenses in carrying out their authorized duties will be reimbursed upon submission of a properly completed and approved voucher and receipts as required by the business manager.

Such expenses may be incurred and approved in line with budgetary allocations for specific types of expenses.

Expenses for travel will be reimbursed when the travel has the advance authorization of the administration or business manager. The superintendent may grant authorization without prior board action when the travel expense has been anticipated and incorporated into the operational budget of the program involved. The board will later ratify such approval.

Persons who travel at district expense will exercise the same economy as a prudent person traveling on personal business and will differentiate between business expenditures and those for personal convenience.

The board authorizes the superintendent to establish regulations controlling vehicle allowance payments to employees for use of private vehicles in transaction of school district business and reimbursement for educational meetings transportation and lodging costs.

Reimbursement for out-of-state travel by private vehicle will be made on the basis of air fare or mileage rate, whichever is lower.

Approved:
Reviewed: 07/10/2023
Revised:

708 - Employee Benefits Administration

708.01 - INSURANCE PROGRAM

The district administrators will work with providers of the district's health insurance program to obtain accurate and detailed information describing employee insurance benefits and the procedures governing those benefits. This may include the scheduling of an annual review by representatives of the insurance provider to explain changes to the benefits program.

Approved:
Reviewed: 07/10/2023
Revised:

716

716.00 - ESSA NON-REGULATORY BUSINESS REQUIREMENTS

In accordance with the Every Student Succeeds Act (ESSA) and other federal programs, the District will conform to the procedures stated here.

1. Supplement not Supplant

The District may use Title I funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of Title I funds, be made available from non-Federal sources for the education of students participating in Title I programs. In no case may Title I funds be used to supplant--i.e., take the place of--funds from non-Federal sources.

2. Maintenance of Effort

The District shall maintain its fiscal effort related to ESSA programs at 90 percent of prior funding in compliance with the requirements of federal law.

3. Equitable Allocation

Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff assignments, curriculum materials, and instructional supplies shall be distributed to the schools so as to ensure equivalence of personnel and materials among them in compliance with the requirements of federal law.

4. Resources

The procurement of resources, including contracts and purchase or service agreements, related to ESSA programs shall be in accordance with the District's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources that have been funded by Title I and IDEA, such as staff, materials and equipment, shall be used only for children participating in the program.

5. Maintenance of Records

All federal program records shall be kept for at least 5 years after the start date of the project.

6. Standards and Expectations

Students receiving services under Title I will be held to the same standards and expectations as all other students.

7. Identification of Eligible Children

The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services

Title I and IDEA services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.

9. Assessments

Students receiving services in Title I are assessed with the regular population without accommodations.

10. Parents Right to Know

At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request the District to provide, in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:

(A) Whether the student's teacher-

(i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;

(ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and

(iii) is teaching in the field of discipline of the certification of the teacher.

(B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.

11. Testing Transparency

At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request the District to provide, in a timely manner, information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy or procedure on the parental right to opt the child out of such assessment(s) where applicable. The District shall make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:

(A) the subject matter assessed;

(B) the purpose for which the assessment is designed and used;

(C) the source of the requirement for the assessment;

(D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and

(E) the time and format for disseminating results.

12. Parental Participation in Language Instruction Programs

At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can-

(A) be involved in the education of their children; and

(B) be active participants in assisting their children to-

(i) attain English proficiency;

(ii) achieve at high levels within a well-rounded education; and

(iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of any English learner identified student of opportunities to participate in various school programs such as hearing and responding to parents' recommendations, to comply with ESSA.

13. Suspension and Debarment

The District will follow the provisions of Policy 706.07 Suspension and Debarment in all applicable programs using federal funds.

14. Authority to Sign Applications

The Superintendent or Superintendent's Designee is authorized to sign applications for ESSA formula grants on behalf of the District. The Superintendent shall follow Board policies in determining whether acceptance of such grant funds is appropriate to the District.

15. Compliance with Federal Programs

The Superintendent shall be responsible for District staff to take appropriate action as required by law for the District to maintain compliance with ESSA and specific grant programs under ESSA in which the District participates.

Approved:
Reviewed: 07/10/2023
Revised:

Section 800 - Support Services

801.01 - Student Transportation

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.

Approved:
Reviewed: 08/14/2023
Revised:

801.02 - SPECIAL EDUCATION STUDENT TRANSPORTATION

Transportation of students who require special education services shall generally be provided as for other students, when appropriate. Specialized transportation of a student to and from a special education instructional service is a function of that service and, therefore, an appropriate expenditure of special education instructional funds generated through the weighting plan.

Transportation of special education students shall be specified in the individual education program. When the IEP team determines that unique transportation arrangements are required and the arrangements are specified in the IEP, the school district will provide one or more of the following transportation arrangements for instructional services or support services:

- Transportation from the student's residence to the location of the special education or care services and back to the student's residence.
- Special assistance or adaptations in getting the student to and from and on and off the vehicle, en route to and from the special education.
- Reimbursement of the actual costs of transportation when by mutual agreement the parents provide transportation for the student to and from the special education.

Legal Reference: 20 U.S.C. §§ 1401, 1701 et seq. (1994).
34 C.F.R. Pt. 300 et seq. (1996).

Approved:
Reviewed: 08/14/2023
Revised:

801.03 - BUS SCHEDULING AND ROUTING

School bus stops and routes will be initially determined by the transportation director and will be based upon efficiency, safety, board policy and applicable state and federal laws and rules.

The superintendent will:

1. Annually review and assess school bus routes, stops and loading zones for safety, changing student population and supervision of students;
2. Advise parents of any changes in transportation policy affecting their students as early as possible and be responsive to parents' calls for assistance in seeking alternatives to busing; and
3. Work with cities, the county and other appropriate governmental agencies on a continuing basis regarding transportation issues.

The superintendent is authorized to approve additional/alternative stops at rural school district residences (such as homes of grandparents or other caregivers) to be alternative route stops when those residents have supervisory responsibilities for school district students, regardless of the residency of the students.

As a general rule, requests for transportation to such residences may not require a larger vehicle, a significant deviation from established routes, nor significantly jeopardize the time remaining for the rest of the scheduled route. The use of alternative stops is not to be used for transportation for personal events such as student sleepovers, birthday parties, or similar student social events.

Requests for transportation should be submitted in writing on a form to be provided by the superintendent 48 hours prior to any requested deviations from the regular schedule.

Approved:
Reviewed: 08/14/2023
Revised: 10/16/2023

Hemingford Public Schools

Request for Alternative Stop

Please Submit at least 48 hours prior to Dates Requested to Transportation Director

Dates Requested: _____/_____/_____ through _____/_____/_____

Routes requested: (Circle As Applicable): Morning Stop - Afternoon Stop

Name of Child(ren)	Grade(s)	Regular Stop Location (Name, Address)	Requested Additional Stop Location (Name, Relationship, Address)
Example: *Suzie Smith, James Smith*	*4th and 8th*	*Sam Smith (Parent)* *900 Smith Drive* *Hemingford, NE 69348*	*Shelley Smith (Grandma)* *1200 Smith Drive* *Hemingford, NE 69348*

_____ ____/____/_____

(Signature of Parent/Guardian) **(Date)**

_____ ____/____/_____

(Signature of Resident at Requested Stop) **(Date)**

For School District Staff Use Only

_____ ____/____/_____

(Signature of Transportation Director) **(Date)**

_____ ____/____/_____

(Signature of Superintendent) **(Date)**

801.04 - BUS SAFETY PROGRAM

The superintendent shall direct the preparation of a Safe Pupil Transportation Plan that, at a minimum, shall address weapons, pupil behavior, terroristic threats, severe weather, hazardous materials, medical emergencies, and driver/passenger procedures in the event of mechanical breakdowns of the vehicle.

The superintendent shall plan and implement a safety-training program for pupil transportation vehicle operators and vehicle passengers. The superintendent shall monitor the scheduling of inservice and educational opportunities for transportation personnel to improve their awareness and skills regarding pupil transportation vehicle safety. Pupil transportation vehicle operators shall attend local workshops and all inservice meetings.

Administrative rules and regulations shall be adopted to govern the safe operation of pupil transportation vehicle. Students violating these regulations may have their riding privileges revoked or suspended. Parents will be responsible for damage done to transportation vehicles or equipment by their children.

The school district shall conduct pupil transportation vehicle safe riding practices instruction and emergency safety drills at least twice a year for students who utilize school district transportation. The emergency evacuation drill procedures should be conducted according to guidelines established by the Nebraska Department of Education.

Each pupil transportation vehicle shall have, in addition to the regular emergency safety drill, a plan for helping those students who require special assistance to safety during an emergency. This shall include, but not be limited to, students with disabilities.

Pupil transportation vehicle drivers are required to attend each safety drill.

Pupil transportation operator procedures will include a prohibition against use of a handheld wireless communication device to read a written communication, manually type a written communication, or send a written communication while operating a pupil transportation vehicle which is in motion. Handheld wireless communication device means any device that provides for written communication between two or more parties and is capable of receiving, displaying, or transmitting written communication. Written communication includes, but is not limited to, a text message, an instant message, electronic mail, and Internet web sites.

All transportation vehicles shall be acquired and maintained to meet or exceed NDE Minimum Equipment Standards for pupil transportation vehicles. The superintendent shall develop a systematic preventive maintenance program including daily, weekly, monthly, and annual schedules to insure vehicle safety and reliability. This will include a record keeping system for

maintaining inspection reports along with procedures for filing reports and certifications to meet requirements of the Nebraska Department of Education.

Legal Reference:	Neb. Statute 79-601 to 610 NDE Rule 91
Cross Reference:	508.05 Emergency Plans and Drills 905 Safety Program

Approved:
Reviewed: 08/14/2023
Revised:

801.05 - BUS DRIVER SUPERVISION

School bus drivers must pass physical examinations and meet other criteria as established by state and federal law and by the Nebraska Department of Education. Bus drivers must have a valid pupil transportation vehicle operator's permit and shall have it in their possession when transporting students. This does not apply to the operator of a small vehicle being used only for extracurricular activities.

The school district shall obtain a record of satisfactory driving for each pupil transportation vehicle operator. It is required that a copy of the individual's driving record be on file with the district before employment as a pupil transportation vehicle operator as defined in NDE rules. The school district shall obtain and keep on file a criminal history record of driver applicants who are not certificated Nebraska teachers or administrators through the Nebraska State Patrol and local law enforcement agency before employment as a pupil transportation vehicle operator.

School bus driver selection procedures will be developed by the superintendent to ensure acceptance of drivers whose capabilities are commensurate with job responsibilities, including minimum requirements for a satisfactory driving record.

Substitute pupil transportation vehicle operators shall meet the same driver requirements and qualifications as a regular pupil transportation vehicle operator. A pupil transportation vehicle operator shall not have the authority to assign a substitute without the prior approval of any school administrator or person designated by the governing school board.

All school bus drivers are required to inform the district immediately of any change in their driving or criminal records that could affect their eligibility to maintain the student transportation vehicle operator's permit.

Pupil transportation vehicle operators shall document and report to the transportation supervisor the occurrence of any events covered by the Safe Pupil Transportation Plan that involved the pupil transportation vehicle operated by the driver, or any pupils transported in it. The superintendent shall develop such reporting procedures.

Legal Reference: NDE Rule 91

Approved:
Reviewed: 08/14/2023
Revised:

801.06 - STUDENT TRANSPORTATION FOR EXTRACURRICULAR ACTIVITIES

The board in its discretion may provide school district transportation for extracurricular activities including, but not limited to, transporting student participants and other students to and from extracurricular events.

Students participating in extracurricular events, other than those held at the school district facilities, may be transported to the extracurricular event by school district transportation vehicles or by another means approved by the superintendent. Students attending extracurricular events, other than those held at the school district facilities may be transported to the extracurricular event by school district transportation vehicles.

Students, who are provided transportation in school district transportation vehicles for extracurricular events, shall ride both to and from the event in the school vehicle unless arrangements have been made with the building principal prior to the event. A student's parent may personally appear and request to transport the student home from a school-sponsored event in which the student traveled to the event on a school district transportation vehicle. Written notes are required along with the parent's physical presence at the activity.

It shall be the responsibility of the superintendent to make a recommendation to the board annually as to whether the school district shall provide the transportation authorized in this policy. In making the recommendation to the board, the superintendent shall consider the financial condition of the school district, the number of students who would qualify for such transportation, and other factors the board or superintendent deem relevant.

Legal Reference: Neb. Statute 79-610 et seq.

Cross Reference: 504.19 Student Fees

Approved:
Reviewed: 08/14/2023
Revised:

801.07 - SUMMER SCHOOL PROGRAM TRANSPORTATION SERVICE

The school district may use school vehicles for transportation to and from summer extracurricular activities. The superintendent shall make a recommendation to the board annually regarding their use.

Transportation to and from the school and the student's home for summer school instructional programs is not currently provided, due to the voluntary nature of attendance at summer school.

Cross Reference: 604.02 Summer School Instruction

Approved:
Reviewed: 08/14/2023
Revised:

801.08 - TRANSPORTATION OF NONRESIDENT AND NONPUBLIC SCHOOL STUDENTS

The board has sole discretion to determine the method to be utilized for transporting nonresident and nonpublic students. Nonresident students may be, and resident students attending a nonprofit private school accredited by the Nebraska Department of Education, will be transported from one point to another on an established public school vehicle route at times when transportation is being provided for public school children. Nonresident and nonpublic school students shall obtain the permission of the superintendent prior to being transported by the school district. The superintendent shall determine the nearest or most easily accessible points to pick up and discharge the students.

Parents of resident students who provide transportation for their children attending a nonpublic school accredited by the Nebraska Department of Education will be reimbursed at the established state rate. This reimbursement shall be paid only if the school district receives the funds from the state. If less than the amount of funds necessary to fully reimburse parents of the nonpublic students is received by the school district, the funds shall be prorated.

While there is currently no charge to parents of non-resident students for transportation costs, parents must meet the bus at a bus stop determined by the director of transportation that falls in or close to district boundaries.

Continued transportation of nonresident and nonpublic school students on a public school vehicle route will be subject to resident public school students' transportation needs. The superintendent shall make a recommendation annually to the board regarding the method to be used. In making a recommendation to the board, the superintendent shall consider the number of students to be transported, the capacity of the school vehicles, the financial condition of the school district and other factors deemed relevant by the board or the superintendent.

Nonresident and nonpublic school students shall be subject to the same conduct regulations as resident public students as prescribed by board policy, and to other policies, rules, or regulations developed by the school district regarding transportation of students by the school district.

Cross Reference: 502.02 Nonresident Students

Approved:
Reviewed: 08/14/2023
Revised:

Claim Form for Reimbursement of Mileage
(per Nebraska Revised Statute § 79-611/612)

_____ _____
(Name – print or type) **(Telephone)**

_____ _____ _____ _____
(Address) **(City)** **(State)** **(Zip)**

_____ ____/____/_____
(Signature) **(Date)**

Month:_____ **Year:**_____

Days of Attendance (Circle the actual days attended during the month indicated):

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Number of miles (one-way) of the most direct route actually and necessarily traveled by motor vehicle between residents and the nearest school or bus pick-up/drop-off location (subject to verification by school district personnel): _____

Name of Child(ren)	Grade	Number of School Days Attended this Month

This is a claim form for use by eligible parents/guardians who qualify for mileage reimbursement in accordance with Nebraska statutes.

When reimbursement is due, it will be paid once each month and in consideration of a daily, one-way trip, using the most direct, safe route, with at least one child in the family registered and in attendance at school for at least part of the school day for each mileage day claimed. Mileage is paid from the residence to the nearest school or bus pick-up/drop-off location. The official school attendance record will be used in all final calculations.

In accordance with statute, all claims shall be filed on a monthly basis. Please submit your request to the school district business office by the end of the month for the prior month (e.g., by the end of March for February request. etc.). Payment of authorized claims will be made subsequent to approval by the board of education. Questions regarding the use of this form should be addressed to the Transportation Director at (308) 487-3328. There is no requirement that this claim be filed, however, the school district will make no reimbursement without a claim form first being on file in the school district's business office.

For School District Staff Use Only

Claim Form for Reimbursement of Mileage
(per Nebraska Revised Statute § 79-611/612)

Calculation:

_____ miles total, one-way distance

_____ (subtract) miles deducted from all total one-way miles (by statute)

_____ mileage amount to be used for calculating the daily mileage allotment for this family based on the attendance record the for the month

_____ Total number of days of attendance for the month

$_____ daily rate for this family's request (in accordance State Statute Section § 81-1176) https://www.education.ne.gov/fos/reimbursement-rates/

$_____ amount to be paid to this family, this month.

_____ ____/____/_____
(Signature of Transportation Director) **(Date)**

_____ ____/____/_____
(Signature of Superintendent) **(Date)**

801.09 - TRANSPORTATION OF NONSCHOOL GROUPS

School district vehicles may be available to local nonprofit entities which promote cultural, educational, civic, community, or recreational activities for transporting to and from nonschool-sponsored activities within the state as long as the transportation does not interfere with or disrupt the education program of the school district and does not interfere with or delay the transportation of students. The local nonprofit entity must pay the cost of using the school district vehicle as determined by the superintendent.

Cross Reference: 1001 Principles and Objectives for Community Relations

Approved:
Reviewed: 08/14/2023
Revised:

801.10 - TRANSPORTATION IN INCLEMENT WEATHER

School district buses will not operate when weather conditions due to fog, rain, snow or other natural elements make it unsafe to do so. Because weather conditions may vary around the school district and may change quickly, the best judgment possible will be used with the information available.

The final judgment as to when conditions are unsafe to operate will be made by the superintendent. The superintendent will be assisted by the actual "on location" decisions and reports of the drivers.

When weather conditions deteriorate during the day after school has begun, cancellation notices will be announced by commercial radio and website. Students will be returned to their regular drop-off sites unless weather conditions prevent it. In that case, emergency bus routes will be utilized.

Cross Reference: 602.02 School Day

Approved:
Reviewed: 08/14/2023
Revised:

801.11 - SCHOOL-OWNED VEHICLES

The board may approve the purchase of vehicles to be used by staff for district business, including transportation services. The superintendent will develop and maintain regulations that define the appropriate use and care of district vehicles and the responsibilities of district staff using those vehicles.

Personal use of district vehicles is prohibited except where authorized by the administration.

All drivers operating district-owned vehicles shall use seat belts.

The driver of any district-owned vehicle, except school buses, is responsible for determining that the proper number of seat belts is available for the passengers. The vehicle shall not be driven until the driver and all passengers are buckled up. Staff members that have been found guilty of a reckless driving violation or of driving under the influence will not be allowed to drive district owned vehicles, until a period of three years since the violation has elapsed.

Approved:
Reviewed: 08/14/2023
Revised:

801.12 - STUDENT TRANSPORTATION IN PRIVATE VEHICLES

Standing authorization for student transportation in private vehicles shall be granted by the board to school administrators, school nurses and other student services personnel designated by the superintendent.

No employee shall transport students in private vehicles without insurance coverage in compliance with state law.

Special permission for providing student transportation may be granted in exceptional cases by the principal to other professional staff members such as coaches, music teachers and activity sponsors. Exceptional cases shall be determined by review of the number of students traveling, relative costs, safety factors and distance providing as follows:

1. The school administrator has approved the activity;

2. A permission slip signed by the student's parent(s) has been received by the principal or his/her designee, granting permission for the student to participate in the field trip/activity and to ride in a privately-owned vehicle;

3. The employee, parent or other adult driving the vehicle is properly licensed to drive; and

4. The vehicle contains an adequate number of seat restraints and the adult driver requires their use.

The superintendent will implement this policy.

Approved:
Reviewed: 08/14/2023
Revised:

801.12E1 - REQUEST FORM FOR PERMISSION TO RIDE TO SCHOOL ACTIVITY IN A PRIVATE VEHICLE

Request/Permission for a Student(s) to ride to school activity in a Private Vehicle

Date of request_____ Student(s) Involved_____

Event_____Date of Event_____

Location of Event_____

The person who will be transporting the student to the event._____

Reason for the request:

_____

_____

Principals may grant staff special permission to transport students if certain conditions are met:

1. The school administrator approves the activity
2. The driver is licensed, and the vehicle has enough seat restraints
3. An adequate number of students participate to make it an exceptional case
4. The parent(s) provide a signed permission slip for the student(s) to ride in the vehicle

The school administrator will determine if the case is exceptional.

****

I permit/request my student to ride in a Private vehicle:

Signature of Parent/Guardian_____

****

As the driver, I must show my license and insurance to the school and ensure there are enough seat belts for everyone. I am responsible for the safety of the student(s) during the event:

Signature of authorized Driver_____

****

The above request has been approved _____ disapproved _____

Signature of Administrator_____

801.13 - USE OF PRIVATE VEHICLES ON SCHOOL BUSINESS

The board discourages the use of private vehicles for district business. Staff will use district-owned vehicles whenever possible and should schedule activities and transportation far enough in advance to avoid any nonemergency use of private vehicles.

No staff member will use a private vehicle for district business without approval in accordance with established district procedures. Authorization to use a private vehicle must be obtained before actual use of the vehicle. Staff members who are authorized to use a private vehicle on district business will be reimbursed in an amount established by the board, either by district mileage reimbursement or by the district providing the actual fuel for the trip.

A student will not be allowed to perform district business with his/her own vehicle. A student will be allowed to perform district business with a staff member's vehicle, but only after permission has been granted by the employee and the student's parents.

Approved:
Reviewed: 08/14/2023
Revised:

801.14 - TRANSPORTATION RECORDS

The superintendent will instruct the transportation supervisor to establish a record keeping system for district transportation services. The system shall itemize usage by vehicle, activity and mileage. Maintenance, repair and depreciation costs shall also be allocated to each vehicle. The board shall review on an annual basis the summary of these records and be advised of recommendations for changes to the district's transportation system.

Approved:
Reviewed: 08/14/2023
Revised:

801.15 - USE OF VIDEO CAMERAS ON SCHOOL BUSES

The board supports the use of video cameras on school buses as a means to monitor and maintain a safe environment for students and employees. The video cameras may be used on buses used for transportation to and from school, field trips, curricular events and extracurricular events. The contents of the videotapes may be used as evidence in a student disciplinary proceeding.

Student Records
The content of the videotapes is a student record subject to board policy and administrative regulations regarding confidential student records. Only those persons with a legitimate educational purpose may view the videotapes. In most instances, those individuals with a legitimate educational purpose may be the superintendent, building principal, transportation director, bus driver and special education staffing team. A videotape recorded during a school-sponsored trip, such as an athletic event, may also be accessible to the sponsor or coach of the activity. If the content of the videotape becomes the subject of a student disciplinary proceeding, it may be treated like other evidence in the proceeding.

Notice
The school district will annually provide the following notice to students and parents:

The Board of Education has authorized the use of video cameras on school district buses. The video cameras will be used to monitor student behavior to maintain order on the school buses to promote and maintain a safe environment. Students and parents are hereby notified that the content of the videotapes may be used in a student disciplinary proceeding. The content of the videotapes are confidential student records and will be retained with other student records. Videotapes will only be retained if necessary for use in a student disciplinary proceeding or other matter as determined necessary by the administration. Parents may request to view videotapes of their child if the videotapes are used in a disciplinary proceeding involving their child.

The following notice will also be placed on all school buses equipped with a video camera:

This bus is equipped with a video/audio monitoring system.

Review of Videotapes
The school district shall review videotapes (choose one of the following):

1. when necessary as a result of an incident reported by a bus driver or student. The videotapes may be recirculated for erasure after 30 days.

2. at least (weekly, monthly, etc.). The videotapes may be recirculated for erasure after 14 days. Note: Videotapes should be kept for a minimum of two weeks.

3. randomly. The videotapes may be recirculated for erasure after14 days.

Viewing of videotapes is limited to the individuals having a legitimate educational purpose. A written log will be kept of those individuals viewing the videotapes stating the time, name of individual viewing and the date the videotape was viewed.

Video Monitoring System
Video cameras will be (choose one of the following):

1. used on all school district buses.

2. rotated randomly on school district buses.

3. used on only a select number of school district buses.

Determination of how video cameras will be used and which school buses will be equipped with video equipment will be made by the superintendent in consultation with the building principals and transportation director.

Student Conduct
Students are prohibited from tampering with the video cameras on the school buses. Students found in violation of this regulation shall be disciplined in accordance with the school district policies and shall reimburse the school district for any repairs or replacement necessary as a result of the tampering.

Approved:
Reviewed: 09/11/2023
Revised:

802.01 - SCHOOL FOOD PROGRAM

The school district will operate a school lunch and breakfast program. The school food program services will include breakfast and hot lunches through participation in the National School Lunch Program and supplementary foods for students during the school day. Students may bring their lunches from home and purchase milk or juice and other incidental items.

School food service facilities are provided to serve students and employees when school is in session and during school-related activities. They may also be used under the supervision of the administration for food service to employee groups, parent-teacher meetings, civic organizations meeting for the purpose of better understanding the schools, and senior citizens in accordance with board policy.

The school food program is operated on a nonprofit basis. The revenues of the school food program will be used only for paying the regular operating costs of the school food program. Supplies of the school food program shall only be used for the school food program.

The board will set, and periodically review, the prices for school lunches, breakfast and special milk programs. It shall be the responsibility of the superintendent to make a recommendation regarding the prices of school lunch, breakfast and milk.

It shall be the responsibility of the program director to administer the program and to cooperate with the superintendent and head cook for the proper functioning of the school food program.

Legal Reference: 42 U.S.C. §§ 1751 et seq. (1994).

Cross Reference: 1006.01Use of School District Facilities and Equipment

Approved:
Reviewed: 09/11/2023
Revised:

802.04 - FOOD SERVICE RECORDS AND REPORTS

An independent certified public accountant or registered accountant will audit the food services fund annually. The audit will comply with federal requirements.

The food services program will be operated on a non-profit basis. Any income derived from the operation of the program will be used to support the food services program and will not be used for any other purpose.

The board shall review on an annual basis a summary of the food services financial records and be advised of recommendations for changes to the program.

Approved:
Reviewed: 09/11/2023
Revised:

802.05 - FREE OR REDUCED COST MEALS ELIGIBILITY AND MEAL CHARGES

The district shall comply with all state and federal laws applying to providing free and reduced meals under the National School Lunch Program, School Breakfast Program, and other related federal grant programs.

Free or Reduced Meals Eligibility
Families of students enrolled in the district who wish to qualify for free or reduced price meals may submit an application on or after July 1 for the current school year. If the financial situation of a household changes during the school year, they may submit a new application to become eligible. Applications are available at the Central Administrative Office of the school building.

Meal Charges
The written meal charge policy and guidelines shall be in place before the beginning of each school year and parents shall be advised of the available payment systems and meal prices. The district will encourage pre-payment of meal balances but the district must include a method for adding funds during the school day such as cash payments at the school office. A qualifying student with money to purchase a reduced price meal must be provided the meal; the district may not use that money for previously unpaid charges if the student intended to buy a meal that day.

All balances remaining in accounts shall carry over to the next month. Balances of households qualifying for free or reduced meals with funds remaining in the account for the start of next school year. The district shall attempt to contact the household of all students transferring out or graduating from the district to return any unused funds remaining in the student's account. The district may set varying meal charge guidelines for students of different grade levels including charges relating to alternate meals, ala carte items and limits on charges that a parent may set for a student's daily lunch expenditures.

The district must set written guidelines regarding the collection of delinquent meal charges such as the amount of delinquent meal charges which initiate an established collection process, providing notice to households of those students and carrying out appropriate follow-up. Unpaid meal charges are classified as "delinquent debt" and remain on the food service accounting documents until they are collected or written off as uncollectible.

The district will not use a debt collection agency to directly or indirectly collect, or attempt to collect, debts due or assessed to be owed on a school lunch or breakfast account of any student nor will it assess or collect any interest, fees, or other monetary penalties for outstanding debts on a school lunch or breakfast account of any student.

Guidelines must also cover how the district will handle situations where children eligible for reduced price meals do not have money in their accounts to cover the cost of their meal at the

time of service. Households must be notified of all payment methods used by the district, including any fees. At least one payment method must be free of charge. The district cannot solely require the use of an online payment system; another option must be available.

Confidentiality

The information provided by families on the free and reduced price application will be used only for determining eligibility for meal or milk benefits and verification of eligibility. Only staff members and organizations carrying out the activities of the School Lunch Act shall have access to this information.

The district should use methods of lunch payment systems such as pre-payment to avoid openly identifying children who qualify for free or reduced meals. Meal cards, tickets, tokens or other methods of payment must not be coded or colored to identify such status.

Policy Communication

This policy will be provided in writing to all households at the start of each school year and to households that transfer to the district during the school year.

This policy will also be provided annually to all district staff responsible for enforcing the policy including food service professionals. Staff members such as counselors, school nurses, homeless liaisons, and others assisting students in need should also be informed of the policy.

The district will maintain documentation of the annual distribution of this policy.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 42 U.S.C. §§ 1751 et seq.
7 C.F.R. §§ 210 et seq.
USDA Unpaid Meal Charges, SP 46-2016, 47-2016 and 57-2016.

Cross Reference: 504.19 Student Fees

Approved:
Reviewed: 09-11-2023
Revised: 7-15-2024

802.06 - VENDING MACHINES

Vending machines in the school building shall be the responsibility of the building principal. Purchases from the vending machines, other than juice machines, shall not be made during the lunch periods.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 42 U.S.C. §§ 1751 et seq. (1994).

Cross Reference: 508.13 Student Wellness

Approved:
Reviewed: 09/11/2023
Revised:

802.07 - SCHOOL FOOD PROCUREMENT

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and / or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and by the State Agency.

Procurement Policy
The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than $150,000 per year (per procurement event or in aggregate purchases) this District will follow the informal Small Purchase Procedure.
- When the annual total for food service program related items is greater than $150,000 per year (per procurement event or in aggregate purchases) this District will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures
Micro-Purchases may be used for a single purchase under $3,500 made with a vendor [2 CFR 200.320(a)].
Prices will be reviewed for reasonableness [2 CFR 200.320(a)].
Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

Small Purchase Procedures
For purchases made below the small purchase threshold, a Small Purchase Procedures will be utilized be purchase necessary goods and services. When Small Purchase Procedures are used, this District will take the following steps:
Contact a minimum of three potential vendors
Document each vendor's quoted price
Select the company that provides the lowest, most responsive, and responsible bid
Inform all bidding companies in writing of the final decision made by the sponsor
Write contract for meal service between the sponsor and the winning bidder.

Formal Competitive Solicitation Procedures
For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this District will take the following steps:

1. Prepare an IFB or RFP document specifically addressing the items to be procured
    a. Include detailed specifications
    b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 30 calendar days prior to bid opening

    a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
    a. Responsive bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
4. Award the contract
    a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
    b. At least two weeks before program operations begin
    c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the bid threshold established in the sponsor's procurement policy statement is less than $150,000, the smaller bid threshold will govern.)

This District incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210.

A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7]

B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. 2 CFR 200.319(a)(6)

C. Documentation: We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, bid tabulations or any other significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)

D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)

E. Procurement Review Process: This procurement plan shall receive an internal program review on an annual basis by a staff person who is not associated with food service procurement process. This review shall be summarized in written form and kept with the other required program documentation.

F. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]

G. General Requirements:

- Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
- Ensure compliance with Buy American Provision. [7 CFR 210.21(d)]
- A cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. [2 CFR 200.323(a)]
- Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]

H. Duties of Food Service Supervisor:

1. To work with staff and clients in developing acceptable menus for breakfast and lunch.
2. To compile market orders or requisitions for purchases which accurately reflect the total quantities of required foods to be ordered per (day, week or month).
3. To place and confirm orders with vendors, or make plans to purchase the required items.
4. To keep program menus up to date by testing and using new products and seeking feedback from staff and clients.
5. To send out bid quotation forms to vendors who have expressed an interest in doing business with the sponsor.
6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
7. To work with vendors on a fair and equal basis.
8. To develop a list of acceptable brands. (multiple Brands per bid item when possible)
9. To conduct an in-house procurement review once per year

School Food Authority Code of Conduct

The District seeks to conduct all procurement procedures in compliance with state and federal regulations and to prohibit conflicts of interest with employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by Federal, State, or local funds if he or she has a real or apparent conflict of interest. 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.

No officer, employee, or agent of the District may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Officers, employees, or agents of the District who violate this policy shall be subject to appropriate disciplinary actions.

Legal Reference: 2 CFR 200 Uniform Admin. Reqrmnts, Cost Principles, and Audit Reqrmnts for Federal Awards
7 CFR 210 National School Lunch Program
2 CFR 200.317-326 Super Circular
7 CFR 210.21 NSLP Procurement
7 CFR 220.16 Breakfast Program
7 CFR 225 Summer Food Service Program
7 CFR 3016—Uniform Admin. Reqrmnts For Grants And Coop. Agreements To State And Local Govnmnts

Approved:
Reviewed: 09/11/2023
Revised:

803.01 - PHOTOCOPYING SERVICES

Among the facilities available to teachers in carrying out their educational assignments are a variety of machines for reproducing the written and spoken word, either in single or multiple copies.

Infringement on copyrighted material, whether prose, poetry, graphic images, music, audio tape, video or computer-programmed materials, is a serious offense against federal law and contrary to the ethical standards required of staff and students alike.

Violations may result in criminal or civil suits.

Employees shall follow policy and guidelines of policy 606.08 Reproduction of Copyrighted Materials.

Cross Reference: 606.08 Reproduction of Copyrighted Materials

Approved:
Reviewed: 09/11/2023
Revised:

803.02 - MAIL AND DELIVERY SERVICE

The interschool mail service is established for school-related purposes. It provides a central mailing service to expedite the distribution of materials and professional communications among schools and staff members.

To avoid overburdening the service, employees will not be allowed to use interschool mail for the delivery of personal letters, notes and materials to other employees.

The recognized collective bargaining unit(s) will be permitted to use the service in accordance with the terms of their contracts, board policy on the use of school facilities and current postal regulations.

Approved:
Reviewed: 09/11/2023
Revised:

803.03 - TELEPHONE SERVICE

Cell Phones
The board recognizes that the use of cellular telephones may be appropriate to provide for the effective and efficient operation of the district and to help ensure safety and security of district property, staff and others while on district property or engaged in district-sponsored activities. To this end, the board authorizes the purchase and employee use of cellular telephones, as deemed appropriate by the superintendent.

District-owned cellular telephones shall be used for authorized district business purposes, consistent with the district's mission and goals. Personal use of such equipment that exceeds the minimum cost each month is discouraged. Any expenses incurred for such personal use shall be reimbursed to the district.

Use of cellular telephones in violation of board policies, administrative regulations and/or state and federal law will result in discipline up to and including dismissal and/or referral to law enforcement officials, as appropriate.

The superintendent is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cellular telephone needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately-owned cellular telephones for authorized district business.

Approved:
Reviewed: 09/11/2023
Revised:

804.01 - COMPUTER AND DATA SECURITY

The district will implement and maintain practices regarding physical, technical and administrative safeguards for both paper and electronic records. Access to records including computer data stored within all computer systems will be strictly controlled for security.

The computer systems administrator is responsible for maintaining security through procedures developed by the superintendent. These procedures will determine who may have various degrees of access to the system and will state requirements for monitoring the continued proper educational use of the system.

These procedures will also describe:

1. Proper methods of disposal of reports containing confidential or financial information at the end of their use.
2. Methods to ensure system security after change of job status of employees having access to system passwords.
3. Methods to provide backup access in the event of the extended absence of the system administrator.

The Superintendent will direct and monitor a process to identify the following elements of computer and data security:

1. What information is considered restricted.
2. Where it currently resides.
3. How it is protected.
4. Who is responsible for providing each level of security for each type of restricted information.
5. Measures to control or reduce district liability in the event of a breach of security including insurable coverage for costs associated with such a breach.

Employees will promptly report to the Superintendent any breach of the district's computerized data that compromises the security, confidentiality or integrity of personal information maintained by the district. The Superintendent will immediately inform the Board of such a breach of information.

Breaches of Security

The Superintendent shall ensure that the district attempts to provide notice of any system security breach, following discovery, to any person whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed and acquired by an unauthorized person. Such attempts to provide notice shall be made with reasonable promptness, except when a law enforcement agency determines and advises the district in writing that the notification would impede a criminal or civil investigation, or the district must take necessary measures to determine the scope of the breach and to restore the reasonable integrity of the data system. The district will also provide notice of the breach if the encrypted

information is accessed and acquired in an unencrypted form, if the security breach is linked to a breach of security of the encryption, or if the security breach involves a person with access to the encryption key.

Definitions

Breach of system security - unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the district as part of the database of personal information regarding multiple individuals and that the district reasonably believes has caused or will cause loss or injury to any state resident. Good faith acquisition of personal information by an employee or agent of the school district for the purpose of the district is not a breach of the security of the system if the personal information is not used for a purpose other than the lawful purpose of the district and is not subject to further unauthorized disclosure.

Person - means any natural person, not an entity or company.

Personal information - includes an individual's first initial and last name in combination with and linked to any one or more of the following, when not encrypted or redacted:

1. Social security number.
2. Driver's license number or state identification card number issued instead of a driver's license.
3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.

Records - means any material, regardless of its physical form, on which information is recorded or preserved by any means, including written or spoken words, graphically depicted, printed or electromagnetically transmitted. This term does not include publicly available directories containing information that an individual has voluntarily consented to have publicly disseminated or listed, such as name, address or telephone number.

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Reviewed: 09/11/2023
Revised:

804.02 - DATA OR RECORDS RETENTION

School district records shall be housed in the central administration office of the school district. It shall be the responsibility of the superintendent to oversee the maintenance and accuracy of the records. The following records shall be kept and preserved at a minimum according to the schedule below:

● Secretary's financial records	Permanently
● Treasurer's financial records	Permanently
● Minutes of the Board of Education	Permanently
● Annual audit reports	Permanently
● Annual budget	Permanently
● Permanent record of individual pupil	Permanently
● Records of payment of judgments against the school district	20 years
● Bonds and bond coupons	10 years
● Written contracts	10 years
● Cancelled warrants, check stubs, bank statements, bills, invoices, inventories and related records	5 years
● Program grants	As determined by the grant
● Nonpayroll personnel records	7 years
● Payroll records	3 years

Employees' records shall be housed in the central administration office of the school district. The employees' records shall be maintained by the superintendent, the building administrator and the employee's immediate supervisor.

The permanent and cumulative records of students currently enrolled in the school district shall be housed in the respective building (elementary or secondary) where the student attends. Permanent records must be housed in a fireproof vault. Records of students who have graduated or are no longer enrolled in the school district shall be housed in the office.

The superintendent may microfilm or microfiche school district records and may destroy paper copies of the records if they are more than three years old. A properly authenticated reproduction of a microfilmed record meets the same legal requirements as the original record.

Cross Reference:
203.04 Secretary
204.11 Meeting Minutes
402.06 Employee Records
507 Student Records
1003 Public Examination of District Records

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Revised:

804.03 - RECORDS MANAGEMENT AND E-MAIL RETENTION

1. General Standards. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.

2. Records Officer. The Superintendent is hereby designed as the records officer of the school district for purposes of this policy. Any questions about the type of category of a record or the required retention period for it should be addressed to the records officer.

3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and other in the outside world.

These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (BIN). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:

a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.

b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
    i. Transitory messages. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages.

Employees sending or receiving such communications may delete them immediately without obtaining approval.

ii. Less than permanent retention records. These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.

iii. Permanent/archival retention records. These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the state Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.

c. Electronic Storage limitations. The district's computer systems have storage limitations. E-mails are deleted by computer system within 60 to 90 days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy(printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.

d. Proper Use of Electronic Messages.

i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability or sexual preference; promote sexual harassment; or to promote personal, political, or religious business or beliefs.

ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or 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. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

iii. Conduct. Employees shall not read electronic messages received by another employee when there is no school purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.

iv. Other Regulations. Electronic messaging is subject to all requirements of the school district's "Acceptable Use of Computers, Network, Internet and Websites" policy and may be monitored and accessed at any time without prior notice. The school district has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

4. Litigation Holds

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the District or its employees is filed or threatened, litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. N-mail and computer accounts of separated employees that have been placed on litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

Legal Reference: Electronic Messaging and E-Mail Guidelines (Nebr. Secretary of State)

Nebraska Statutes 84-1201 to 1228 (Public Records)

Nebraska Statutes 84-712 to 713

Cross Reference: 402.10 Employee Political Activity
403.07 Employee Use of Social Networks
606.06 Acceptable Use of Computers

Approved:
Reviewed: 09/11/2023
Revised:

805.01 - INSURANCE

The board will maintain a comprehensive insurance program to provide adequate coverage against major types of risk, loss, or damage, as well as legal liability. The board will purchase insurance at replacement values, when possible, after reviewing the costs and availability of such insurance. The comprehensive insurance program shall be reviewed periodically.

The school district will assume the risk of property damage, legal liability, and dishonesty in cases in which the exposure is so small or dispersed that a loss does not significantly affect the operation of the education program or financial condition of the school district.

Insurance of buildings, structures, or property in the open will not generally be purchased to cover loss exposures below $500 unless such insurance is required by statute or contract. The school district will make every effort to obtain property, vehicle, and liability insurance at the most economical cost, consistent with required service, by obtaining quotes or by negotiation, using whichever method is advantageous to the district.

Administration of the insurance program, making recommendations for additional insurance coverage, placing the insurance coverage and loss prevention activities shall be the responsibility of the superintendent.

Blanket building and equipment insurance will cover replacement costs with an agreed amount endorsement and with a deductible determined by the superintendent to provide the lowest possible premium costs consistent with adequate protection from unanticipated expenditures.

General and personal liability insurance will cover district Board members and employees only while acting in their official capacity.

The district will provide liability coverage for all district-owned or leased vehicles.

The district will establish and provide the opportunity for students to purchase student accident insurance. The district will not carry student accident insurance other than liability insurance.

The district will not be liable for theft and damage of personal property of students that is not a requirement for attendance or participation. Additionally, the district will not be liable for theft and damage of personal property of staff.

Approved:
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Revised: 11/13/2023

Section 900 - Buildings and Sites

901.00 - OBJECTIVES OF BUILDINGS & SITES

This series of the board policy manual sets forth the board objectives and goals for the school district's buildings and sites. It shall be the goal of the board to provide sufficient school district buildings and sites for the education program. The board shall strive to provide an environment which will encourage and support learning.

In providing this environment the school district buildings and sites will accommodate the organizational and instructional patterns that support the education program. The board shall have final authority to determine what is necessary to meet the needs of the education program.

It shall be the responsibility of the superintendent to oversee the day-to-day operations of the school buildings and sites and to notify the board of areas in need of improvement.

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Revised:

902.01 - BUILDINGS & SITES LONG RANGE PLANNING

As part of the board's long range plan for the school district's education program, the board shall include the buildings and sites needs for the education program. The long-term needs for building and sites shall be discussed and determined by the board.

It shall be the responsibility of the superintendent to provide information including, but not limited to, enrollment projections and education program requirements to the board.

Cross Reference: 104 Educational and Operational Planning

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Revised:

902.02 - CONSTRUCTION PLANS AND SPECIFICATIONS

The board may engage the services of consultants or other personnel to study the needs of the school district's buildings and sites in providing the education program. The results of these services will be considered in planning the education program and in making decisions about the improvement and acquisition of additional buildings and sites.

In any construction involving architecture or engineering with a cost contemplated to exceed $118,000, and an amount as periodically adjusted by state statute, the board shall engage an architect, a professional engineer, or a person or persons under the direct supervision of an architect or professional engineer to prepare the plans, specifications and estimates for the construction.

It shall be the responsibility of the superintendent to make a recommendation to the board regarding the need for such services and who should perform such services for the board.

Buildings considered for purchase or construction by the board or currently owned by the school district and used for the education program must meet, or upon improvement be able to meet, the specifications set by the board. The board shall make this determination.

Prior to construction or renovation of buildings and sites the board shall make a determination of the method by which it will obtain construction services. If the board elects by a seventy-five percent affirmative vote to use the Construction Management at Risk or Design-Build methods rather than the traditional Design-Bid-Build method, policies for that respective method must be established prior to selecting the construction services provider.

Prior to remodeling or other construction of buildings and sites, the board may appoint a committee of consultants, employees, citizens, or others to assist the board in developing the specifications for the new or improved buildings and sites. These specifications shall be consistent with the education program, and they shall provide the architect with the information necessary to determine what is expected from the facility. It shall be within the discretion of the board to determine whether a committee shall be appointed.

It shall be the responsibility of the superintendent to make a recommendation to the board regarding the specifications of buildings and sites.

Legal Reference: Neb. Statute 81-3445

Cross Reference: 104 Educational and Operational Planning

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902.03 - SITE ACQUISITION

Sites acquired by the board shall meet or, upon improvement, be able to meet the specifications set out by the board prior to using the site for the education program. The board may meet in closed session to discuss potential purchases of sites.

It shall be the responsibility of the superintendent to assist the board and to make recommendations concerning the acquisition of sites.

Cross Reference: 204.06 Closed Sessions
706.01 Purchasing Procedures

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902.04 - BIDS AND AWARDS FOR CONSTRUCTION CONTRACTS

Public, competitive sealed bids are required for construction projects, including renovation and repair, with a cost exceeding $109,000 and an amount as periodically adjusted by state statute. This does not apply to the acquisition of existing buildings, purchase of new sites or site expansions by the district. The sealed bids shall be opened in public on the date and hour as advertised.

The award of construction contracts will, generally, be made to the lowest responsible bidder. The board, in its discretion, after considering factors relating to the construction, including, but not limited to, the cost of the construction, availability of service and/or repair, completion date, and any other factors deemed relevant by the board, may choose a bid other than the lowest bid. Resident bidders of the state of Nebraska may be given preference over nonresident bidders in some instances according to state statutes. The board shall have the right to reject any or all bids, or any part of the bids, to waive informalities, and to enter into the contract or contracts deemed to be in the best interests of the school district.

It shall be the responsibility of the superintendent to make a recommendation accompanied by supportive reasoning to the board for construction contract bids.

The district will require the successful bidder to submit a performance labor and material payment bond for an amount not less than the contract price on any project with a total cost of more than ten thousand dollars.

Legal Reference: Neb. Statute 73-101 et seq.
52-118

Cross Reference: 706 Expenditures

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902.05 - CONSTRUCTION MANAGEMENT AT RISK

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;

2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;

3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;

4. Request for proposals means the documentation by which a school district solicits proposals; and

5. School district means Hemingford Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:

    A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of

Education. The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;

2. Policies adopted by the school district pursuant to the Act;

3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

4. Any bonds and insurance required by law or as may be additionally required by the school district;

5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;

6. The criteria for evaluation of proposals and the relative weight of each criterion; and

7. A description of any other information which the school district chooses to require.

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school

administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

(1) The financial resources of the construction manager to complete the project (five percent);

(2) The ability of the proposed personnel of the construction manager to perform (twenty-five percent);

(3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager (twenty-five percent);

(4) The quality of performance on previous projects (twenty-five percent);

(5) The ability of the construction manager to perform within the time specified (ten percent);

(6) The previous and existing compliance of the construction manager with laws relating to the contract (five percent); and

(7) Such other information as may be secured having a bearing on the selection (five percent).

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84 712.01.

C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:

    A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
    B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
    C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
    D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
    E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
    F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

    A. Definitions.

        (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.

        (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

(1) The name and address of the interested party;

(2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;

(3) A detailed statement of reasons for the protest;

(4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and

(5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2)

inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

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Revised: 10/16/2024

902.06 - DESIGN-BUILD SCHOOL CONSTRUCTION ALTERNATIVE

The school district adopts this policy in the event it resolves to use the design-build construction process. Prior to using the design-build process on a specific construction project, the school district shall review information on file with the State Department of Education, and may consult legal counsel, to assist the board in determining the current eligibility of the proposed project under limitations established by the Nebraska Schools Construction Alternatives Act. The board shall then adopt such a resolution by a seventy-five percent affirmative vote.

The board shall utilize this policy to evaluate, select and contract with a design-build firm for the delivery of design and construction services.

Definitions

1. Design-build contract means a contract which is subject to qualification-based selection between a school district and a design-builder to furnish (a) architectural, engineering, and related design services for a project under this policy and (b) labor, materials, supplies, equipment, and construction services for a project under this policy;
2. Designbuilder means the legal entity which proposes to enter into a design-build contract which is subject to qualification-based selection under this policy;
3. Letter of interest means a statement indicating interest to enter into a designbuild contract for a project under this policy;
4. Performancecriteria developer means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act who is selected by a school district to assist the school district in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of the construction under a designbuild contract to determine adherence to the performance criteria, and any additional services requested by the school district to represent its interests in relation to a project;
5. Project performance criteria means the performance requirements of the project suitable to allow the designbuilder to make a proposal. Performance requirements include the following, if required by the project: Capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project;
6. Proposal means an offer in response to a request for proposals by a designbuilder to enter into a designbuild contract for a project pursuant under this policy;
7. Qualificationbased selection process means a process of selecting a designbuilder based first on the qualifications of the designbuilder and then on the designbuilder's proposed approach to the design and construction of the project;

8. Request for letters of interest means the documentation or publication by which the school district solicits letters of interest;
9. Request for proposals means the documentation by which the school district solicits proposals.

Procedural Regulations

The board directs the superintendent to promulgate regulations detailing the following procedures:

1. Procedures for selecting and hiring on its behalf a performancecriteria developer when soliciting and executing a designbuild contract. The procedures shall be consistent with the Nebraska Consultants' Competitive Negotiation Act and shall provide that the performancecriteria developer is ineligible to be included as a provider of any services in a proposal for the project on which it has acted as performancecriteria developer and is not employed by or does not have a financial or other interest in a designbuilder or construction manager who will submit a proposal;
2. Procedures and standards to be used to prequalify designbuilders. The procedures and standards shall provide that the school district will evaluate prospective designbuilders based on the information submitted to the school district in response to a request for letters of interest and will select designbuilders who are prequalified and consequently eligible to respond to the request for proposals;
3. Procedures for the preparation and content of requests for proposals;
4. Procedures for preparing and submitting proposals;
5. Procedures for evaluating proposals;
6. Procedures for negotiations between the school district and the designbuilders submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated;
7. Procedures for filing and acting on formal protests relating to the solicitation or execution of designbuild contracts; and
8. Procedures for the evaluation of construction under a designbuild contract by the performancecriteria developer to determine adherence to the performance criteria.

Letters of Interest

The school district shall prepare a request for letters of interest for designbuild proposals and shall prequalify designbuilders in accordance with this policy. The
request for letters of interest shall describe the project in sufficient detail to permit a designbuilder to submit a letter of interest.

The request for letters of interest shall be (a) published in a newspaper of general circulation within the school district at least thirty days prior to the deadline for receiving letters of interest and (b) sent by firstclass mail to any designbuilder upon request.

Letters of interest shall be reviewed by the school district in consultation with the performancecriteria developer. The school district shall select prospective designbuilders in accordance with the procedures of this policy. The school district shall select at least three prospective designbuilders except that if only two designbuilders have submitted letters of interest, the school district shall select at least two prospective designbuilders. The selected designbuilders shall then be considered prequalified and eligible to receive requests for proposals.

Requests for Proposals

The school district shall prepare a request for proposals for each designbuild contract. Notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education at least thirty days prior to the deadline for receiving and opening proposals.

The request for proposals shall be sent only to the designbuilders selected under the prequalification procedures of this policy.

The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the designbuild contract;
2. Policies adopted by the school district governing the design-build process;
3. The proposed terms and conditions of the design-build contract, including any terms and conditions which are subject to further negotiation. The proposed terms and conditions may set forth an initial determination of the manner by which the design-builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding. The proposed general terms and conditions shall be consistent with the standard model general terms and conditions issued by one of the following:
    a. The American Institute of Architects (AIA);
    b. The Engineer's Joint Contract Documents Committee (EJCOC);
    c. The Association of General Contractors of America (AGC); or
    d. The Design-Build Institute of America (DBIA).
4. A project statement which contains information about the scope and nature of the project;
5. Project performance criteria
6. Budget parameters for the project;
7. Any bonds and insurance required by law or as may be additionally required by the school district;
8. The criteria for evaluation of proposals and the relative weight of each criterion;
9. A requirement that the designbuilder provide a written statement of the designbuilder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
10. A requirement that the designbuilder agree to the following conditions:

a. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
b. At the time of the designbuild offering, the designbuilder will furnish to the school board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the designbuild project;
c. The architect or engineer engaged by the designbuilder to perform the architectural or engineering work with respect to the designbuild project will have direct supervision of such work and may not be removed by the designbuilder prior to the completion of the project without the written consent of the school board;
d. A designbuilder offering designbuild services with its own employees who are design professionals licensed to practice in Nebraska will (i) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (ii) submit proof of sufficient professional liability insurance; and
e. The rendering of architectural or engineering services by a licensed architect or engineer employed by the designbuilder will conform to the Engineers and Architects Regulation Act and the Nebraska Schools Construction Alternatives Act; and

11. Other information which the school district chooses to require.

Receiving and Evaluating Proposals

Designbuilders shall submit proposals as required by the request for proposals. The school district may only proceed to negotiate and enter into a designbuild contract if there are at least two proposals from prequalified designbuilders.

Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.

Proposals may be withdrawn at any time prior to acceptance. The school district shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Nebraska Schools Construction Alternatives Act. The school district may then solicit new proposals using the same or different project performance criteria.

The school district shall rank in order of preference the designbuilders pursuant to the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

Selection Committee

In evaluating proposals, the district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the board and shall include the following:

1. members of the school board;
2. members of the school administration or staff;
3. the performancecriteria developer;
4. any person chosen by the board for providing special expertise relevant to selection of a designbuilder under the Nebraska Schools Construction Alternatives Act; and
5. a resident of the school district not included in the four preceding subdivisions.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a designbuilder who has a proposal being evaluated and shall not be employed by the school district or the performancecriteria developer.

The selection committee and the board shall evaluate proposals taking into consideration the criteria enumerated below when applicable, with the maximum percentage of total points for evaluation which may be assigned to each as shown:

1. The financial resources of the designbuilder to complete the project, ten percent;
2. The ability of the proposed personnel of the designbuilder to perform, thirty percent;
3. The character, integrity, reputation, judgment, experience, and efficiency of the designbuilder, thirty percent;
4. The quality of performance on previous projects, thirty percent;
5. The ability of the designbuilder to perform within the time specified, thirty percent;
6. The previous and existing compliance of the designbuilder with laws relating to the contract, ten percent; and
7. Such other information as may be secured having a bearing on the selection, twenty percent.

The board shall assign a specific relative weight for each criterion. The same set of criteria and associated relative weights shall be used by both the selection committee and the board in the evaluation process.

The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings.

The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office.

Contract Negotiations

The school district may attempt to negotiate a designbuild contract with the highest ranked designbuilder selected by the school district and may enter into a designbuild contract after negotiations. The negotiations shall include a final determination of the manner by which the designbuilder selects a subcontractor. If the school district is unable to negotiate a satisfactory designbuild contract with the highest ranked designbuilder, the school district may terminate negotiations with that designbuilder.

The school district may then undertake negotiations with the second highest ranked designbuilder and may enter into a designbuild contract after negotiations. If the school district is unable to negotiate a satisfactory contract with the second highest ranked designbuilder, the school district may undertake negotiations with the third highest ranked designbuilder, if any, and may enter into a designbuild contract after negotiations.

The school district shall file a copy of all designbuild contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the designbuilder shall file a copy of all contract modifications and change orders with the department.

If the school district is unable to negotiate a satisfactory contract with any of the ranked designbuilders, the school district may either revise the request for proposals and solicit new proposals or cancel the designbuild process.

Final Contracts

The designbuild contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the designbuilder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

The designbuild contract shall not be used for a construction project with locations on parcels of land which are not contiguous except for specialty maintenance projects. A specialty maintenance project is a construction project for the maintenance of an existing facility with a specialty contractor, such as an electrical contractor or plumbing contractor. Parcels are considered contiguous if they would be contiguous but for the existence of a public road.

Legal Reference: Neb. Statute 79-2001 to 2015
81-1701 et seq.
84-712

Cross Reference: 1006.01 Community Use of School District Buildings, Sites and Equipment

Approved:
Reviewed: 10/16/2023
Revised:

903.01 - SECURITY

The Board encourages cooperation with local law enforcement and fire authorities and insurance company personnel in planning and carrying out proper security measures to preserve and protect the district's investment in its physical plant.

Buildings constitute one of the greatest capital investments of the district and should be protected. Security includes minimizing fire or other safety hazards, reducing the probability of faulty equipment, and keeping records and funds in a safe place. Security also includes having available floor plans of buildings and site plans showing campus boundaries and access points.

A key control system shall be established and maintained limiting building access to district personnel thus safeguarding against potential entry by unauthorized persons.

Protective devices designed as safeguards against illegal entry and vandalism shall be installed where appropriate.

The superintendent is directed to establish regulations as may be needed to provide for security of buildings and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to school property from any cause shall be reported by phone to the office of the superintendent and to the appropriate law enforcement agency as soon as discovered. A written report of the incident shall be made within one business day of discovery and forwarded to the superintendent's office.

Cross Reference: 404.03 Employees' Personal Security and Safety

Approved:
Reviewed: 10/16/2023
Revised:

903.02 - ACCESS TO BUILDINGS

Security for district buildings and grounds (during regular school hours as well as nonschool hours) contributes to the well being and safety of students and staff as well as to that of the sites themselves.

The superintendent will control access to district buildings as appropriate and necessary to protect property, students and personnel.

Principals will control access to school buildings and will provide safeguards against unauthorized access to these buildings. Each principal, with the superintendent's approval, will develop regulations designed to control the use of building keys and to ensure that buildings are adequately closed and locked when no authorized personnel are present. Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. This will not apply when parents/guardians have been invited to a classroom or assembly program.

Access to school buildings and grounds outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities.

Cross Reference: 1005.07 Visitors to School

Approved:
Reviewed: 10/16/2023
Revised:

903.03 - MAINTENANCE SCHEDULE

The school district buildings and sites, including the grounds, buildings and equipment, will be kept clean and in good repair. Employees should notify the building principal when facilities are in need of repair or the removal of litter or graffiti.

It shall be the responsibility of the superintendent to maintain the school district buildings and sites. As part of this responsibility, a maintenance schedule shall be created and adhered to in compliance with this policy.

Cross Reference: 504.07 Care of School Property and Vandalism
504.09 Student Lockers

Approved:
Reviewed: 10/16/2023
Revised:

903.04 - REQUESTS FOR IMPROVEMENTS

Generally, except for emergency situations, requests for improvements or repairs shall be made to the superintendent by building principals and the head custodian. Requirements for requests outlined in the district's maintenance procedures shall be followed.

Minor improvements, not exceeding reasonable costs or those that are needed in an emergency, may be approved by the superintendent. Larger or more costly improvements must be approved by the board. Routine maintenance and repairs outlined in the maintenance schedule shall be followed.

Approved:
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Revised:

903.06 - BUILDINGS AND GROUNDS — RECORDS AND REPORTS

Losses incurred through fire, theft, accident or vandalism will be reported to the superintendent as soon as they are discovered. The superintendent may report such losses to an appropriate agency as well as to the board.

The following are examples of repairs and reports that should be shared with the board:

maintenance work orders for noncontract work;
maintenance work orders and costs records of all contract maintenance work;
utility records and invoices;
heating, ventilating and air conditioning equipment maintenance records and reports; and
annual costs analysis of the maintenance program specific to each district building.

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Revised:

903.07 - TRAFFIC AND PARKING PROCEDURES

Driving and parking on school property are privileges granted by the board to persons who have reasons to be in the schools or on school property. The superintendent shall authorize parking areas and post notices on district property designated for staff, student, visitor parking and parking for persons with disabilities and other classifications of parking areas as may be necessary.

Any vehicle not parked in authorized areas may be [cited and/or] towed away and stored. All charges for towing and storing will be the responsibility of the owner or operator of the vehicle.

Any person failing to abide by the district's parking regulations may be further prohibited from bringing any vehicle on school property.

Building principals will establish regulations as necessary for the use and control of staff [and student] parking areas around their buildings. Such regulations will be made available to staff, students, and parents.

Cross Reference: 801.12 Student Transportation in Private Vehicles

Approved:
Reviewed: 10/16/2023
Revised:

903.08 - VANDALISM

The board believes everyone should treat school district buildings and sites and property with respect for the benefit of the education program. Users of school district property shall treat it with care. Employees discovering vandalism should report it to the building principal as soon as possible.

Persons suspected, found or proven to have destroyed or otherwise harmed school district property may be subject to discipline by the school district, if the person is under the jurisdiction of the school district, and may be reported to local law enforcement officials. Persons who are not under the jurisdiction of the school district and who are suspected, found or proven to have destroyed or otherwise harmed school district property shall be reported to the local law enforcement authorities.

The superintendent, the principal or their designees are authorized to sign a criminal complaint against persons suspected of vandalism against school property. It is the intent of the board to seek damages as permitted by law from anyone who vandalizes school property and/or their parents or guardians.

Cross Reference: 504 Students Rights and Responsibilities
1005.08 Public Conduct on School Premises

Approved:
Reviewed: 11/13/2023
Revised:

903.09 - ENERGY CONSERVATION

In concert with the board's goal to utilize public funds in an effective and efficient manner, employees and students shall practice energy conservation methods when utilizing the school district's buildings and sites. These methods include, but are not limited to, turning off lights and equipment when not in use, reducing the temperature of the facility, particularly when it is not in use, and keeping windows and doors properly closed or open, depending upon the weather.

It shall be the responsibility of the superintendent to develop energy conservation guidelines for employees and students. Employees and students shall abide by these guidelines.

Approved:
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Revised:

904.02 - LEASE, SALE OR DISPOSAL OF SCHOOL DISTRICT PROPERTY

Decisions regarding the lease, sale, or disposal of school district property shall be made by a two-thirds vote of the board in consultation with the Superintendent. In making its decision the board will consider the needs of the education program and the efficient use of public funds.

School property, such as equipment, furnishings, or supplies (collectively referred to as equipment), will be disposed of when it is determined to be of no further use to the school district. It shall be the objective of the school district in disposing of the equipment to achieve the best available price or most economical disposal.

Obsolete equipment with little or no value can be donated to charities or other worthy community organizations. Other materials with little or no value will be hauled to the dump. Discarded items shall not be claimed by employees except by prior approval of the administration.

Obsolete equipment having a value of at least $1,000 shall be disposed of in a manner determined by the board, allowing patrons and other interested parties access to it. The sale of equipment, furnishings or supplies disposed of in this manner shall be published in a newspaper of general circulation.

If needed, one or more qualified individuals may be employed to prepare an appraisal of the property.

In the case of the razing of a school district facility, at a cost of $25,000 or more, the board will advertise and take bids for the purpose of awarding the contract for the project.

The superintendent shall be responsible for coordinating the action necessary for the board to accomplish the lease, sale, or disposal of school district property, including student-constructed buildings. It shall also be the responsibility of the superintendent to make a recommendation to the board regarding the use of school district real property not being utilized for the education program.

Legal Reference: Neb. Statute 79-10,114

Cross Reference: 705 Revenue
706.01 Bidding Procedures

Approved:
Reviewed: 11/13/2023
Revised:

905.01 - FACILITIES INSPECTIONS

A program for annual inspection, in addition to those conducted by authorized agencies, of the equipment, facilities, and grounds shall be conducted as part of the maintenance schedule for school district buildings and sites. The results of this inspection shall be reported to the board annually. Further, the board may conduct its own inspection of the school district buildings and sites annually.

Legal Reference: NDE Rule 10-011.01

Cross Reference: 903 Maintenance, Operation and Management

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Revised:

905.02 - ANNUAL EMERGENCY SAFETY PLAN

All employees have the responsibility for maintaining safe, healthful and sanitary conditions within the buildings and on the grounds of the school district. The Superintendent shall designate staff and develop procedures to insure that all facilities meet fire, safety and health codes.

The Superintendent shall appoint a school safety and security committee represented by faculty, parents and community members that will prepare and review the school's safety plan. This plan will be updated annually by the committee and approved by the School Board. The plan will address safety procedures and security plans for students, staff and visitors, including during emergency events.

Typical elements of this plan will include:

- The assignment of specific employees to safety tasks and responsibilities.
- Instructions relating to the use of alarm systems and signals.
- Information concerning methods of fire containment and equipment use.
- Systems for notification of appropriate authorities.
- Specification of evacuation routes and procedures.
- Posting of plans and procedures at suitable locations.
- Procedures and frequency of emergency evacuation drills.
- An evaluation of each evacuation drill.

The plan shall be reviewed annually by one or more persons not on the committee and not an employee of the school district. This review includes a visit to each school building to analyze plans, policies, procedures and practices. Recommendations shall be made to the Superintendent and the committee for use in revising the plan.

Legal Reference: NDE Rule 10-011.01

Cross Reference:

404	Employee Health and Well-Being
508	Student Health and Well-Being
805	Risk Management
903	Maintenance, Operation and Management
905	Safety Program
1004.04	Crisis Management Communications

Approved:
Reviewed: 11/13/2023
Revised:

905.03 - WARNING SYSTEMS

The school district shall maintain a warning system designed to inform students, employees, and visitors in the facilities of an emergency. This system shall be maintained on a regular basis under the maintenance plan for school district buildings and sites.

Students shall be informed of this system according to board policy. Each classroom and office shall have a plan for helping those in need of assistance to safety during an emergency. This shall include, but not be limited to, students and employees with disabilities.

Certificated employees shall be responsible for instructing students on the proper techniques to be followed during an emergency. It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy.

Cross Reference: 508 Student Health and Well-Being
801.04 Bus Safety Program

Approved:
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Revised:

905.04 - BOMB THREATS

District Crisis Policy will be followed when a crisis arises, as in the case of a bomb Threat.

As soon as a bomb threat is reported to the administration, the school district facility should be cleared immediately. A thorough search will be made by the appropriate school district or law enforcement officials. Employees and students shall remain outside the school district facility until it is determined that danger no longer exists.

It shall be the responsibility of the superintendent to file a report or keep a report of each incident for the school district records.

Legal Reference: 20 U.S.C. §§ 3601 et seq. (1994).
40 C.F.R. Pt. 763 (1996).

Cross Reference: 903 Maintenance, Operation and Management

Approved:
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Revised:

905.06 - ACCIDENT REPORTS

Accidents will be reported immediately to a supervisor.

Written reports will be submitted within one business day to the building principal on all accidents occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business. Reports will cover property damage as well as personal injury.

All accidents/incidents will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

Monthly records will be maintained.

Cross Reference: 404.02 Employee Injury on the Job

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Revised:

905.07 - SAFETY DRILLS

All schools are required to instruct and drill students on emergency procedures so that students may respond to an emergency without confusion and panic. All building occupants will participate in the drills. Each building administrator will conduct emergency drills in accordance with requirements of the State Fire Marshall and the district's Emergency Safety Plan. All drill alarms shall be sounded on the fire alarm system.

Drills and instruction on fire emergencies shall include routes and methods of exiting the school building. At least one emergency exit and relocation drill shall be conducted every month the facility is in session, except in months when the weather is severe the drills may be deferred provided that the required number of drills is achieved and at least four are conducted before the drills are deferred.

Unless the building is occupied year-round, one additional drill shall be required in the first 30 days of the school year. A minimum of two years of completed fire drill records shall be kept on site and available for review by the State Fire Marshal Deputy.

At least two tornado drills and two lockdown drills shall be conducted during each school year.

The school district shall develop and maintain written plans for each building containing emergency and disaster procedures. The plans will be communicated to and reviewed with employees. The emergency plans shall include but not be limited to:

- Assignment of employees to specific tasks and responsibilities;
- Instructions relating to the use of alarm system and signals. If combination visual and auditory warning devices do not exist, the plan shall include specific provisions for warning individuals with hearing impairments;
- Information concerning methods of fire containment;
- Systems for notification of appropriate persons and agencies;
- Information concerning the location and use of fire fighting equipment;
- Specification of evacuation routes and procedures;
- Posting of plans and procedures at suitable locations throughout the facilities;
- Evacuation drills which include the actual evacuation of individuals to safe areas;
- An evaluation for each evacuation drill. Employees shall participate in emergency drills.

Certified employees shall be responsible for instructing the proper techniques to be followed in the drill.

Legal Reference:	Neb. Statute 79-705 and 706	
	Neb. Statute 81-527	
	NFPA Life Safety Code 101 Sect. 15.7	
Cross Reference:	508.05	Emergency Plans and Drills

Approved:
Reviewed: 11/13/2023
Revised:

905.08 - SCHOOL CLOSINGS AND CANCELLATIONS

In case of hazardous or emergency conditions, the superintendent may alter district and transportation schedules as are appropriate to the particular condition. Such alterations include closure of all schools, closure of selected schools or grade levels, delayed openings of schools and early dismissal of students. This includes conditions such as health and safety concerns as directed by the superintendent. Such decisions shall be communicated to students, staff, parents, community members and the local media as soon as practical. Following closure, no one shall be allowed into closed facilities, classrooms, or district properties without permission of the superintendent.

When regular morning school bus routes cannot be run due to road conditions, yet travel in town is not seriously hampered, school may remain open. When possible a "limited service" bus route shall be run anytime school remains open and it is not possible to run regular routes.

The superintendent will develop and maintain such plans and procedures as are necessary to carry out alternate school and bus schedules.

At the beginning of each school year students, parents and staff will be informed of the procedures used to notify them in case of an emergency closure.

Approved:
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Revised:

905.09 - EYE PROTECTIVE DEVICES

The district shall supply eye protective devices for teachers, students and visitors to all shops and laboratories meeting the standard of the American National Standard Practice for Occupational and Educational Eye and Face Protection as approved by the American National Standards Institute (ANSI).

Every teacher and student shall be required to wear eye protective devices at all times while participating in or observing the following courses of instruction:

1. Vocational, technical, industrial arts, chemical, or chemical-physical, involving exposure to:
    a. Hot molten metals or other molten materials;
    b. Milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials;
    c. Heat treatment, tempering, or kiln firing of any metal or other materials;
    d. Gas or electric arc welding or other forms of welding processes;
    e. Repair or servicing of any vehicle; or
    f. Caustic or explosive materials; and
2. Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards not enumerated.

Legal Reference: Neb. Statute 79-715

Approved:
Reviewed: 11/13/2023
Revised:

905.14 - EMERGENCY RESPONSE MAPPING

The district will provide mapping data to public safety agencies to assist them in providing efficient responses to emergencies. The map will be in a standard or open-source electronic file reader and available in a printable format. It will give an indication of directions, be overlaid with a grid and coordinates, and provide site-specific information as required by statutes.

The district will verify and certify the mapping data to the public agencies for accuracy, initially and annually, by a walk-through of the school facilities. If any information has changed, the district will provide the appropriate public safety agencies with updated mapping data.

Approved: 7-15-2024
Reviewed:
Revised:

Section 1000 - Community/Educational Agency Relations

1001.00 - PRINCIPLES AND OBJECTIVES FOR COMMUNITY RELATIONS

Successful education programs require the support of the school district community. The board addresses the importance of the role of the school district community in the school district in this series of the policy manual. The board recognizes this support is dependent on the school district community's understanding of participation in the efforts, goals, problems and programs of the school district.

In this section, the board sets out its policies defining its relationship with the school district community. In striving to obtain the support of the school district community, the board will:

- Provide access to school district records;
- Inform the school district community of the school district's goals, objectives, achievements, and needs;
- Invite the input of the school district community; and,
- Encourage cooperation between the school district and the school district community.

Approved:
Reviewed: 12/11/2023
Revised:

1002.00 - DISTRICT ANNUAL REPORT

The superintendent or designee shall annually prepare a written report informing the public of the following areas of district characteristics and student achievement results:

- Student demographics, including enrollment by grade and site, number of students receiving free or reduced meals and number of special education students.
- District financial information including levy, total budget, valuation per pupil, per pupil costs and local, state and federal revenue.
- Student academic performance including results of standardized tests, average g.p.a. for elementary and secondary students, graduation rates and dropout rates.
- Transportation and facilities summary data.
- Graduation requirements and survey results of recent graduating classes.
- Course-offering information.
- Community attitudes survey information.

The annual report shall be communicated to the public by mailing to all district residents, and on the Hemingford Public Schools Website, http://www.hemingfordschools.org.

Legal Reference:	NDE Rule 10.005.02 NDE Rule 10.010.01
Cross Reference:	1001 Principles and Objectives for Community Relations 1004 Press, Radio and Television News Media 1005 Public Participation in the School District

Approved:
Reviewed: 12/11/2023
Revised:

1003.00 - PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS

Public records of the school district may be viewed by the public during the regular business hours of the administration offices of the school district. These hours are 9:00 a.m. to 4:00 p.m. Monday through Friday, except for holidays and recesses.

Records defined by law as confidential records shall be viewed or copied upon receipt of written permission by the administration office from the person or entity whose confidential records are being requested. Lacking such permission, the superintendent will issue a written denial of the request.

Persons wishing to view the school district's public records shall contact the central administration office and make arrangements for the viewing. The office personnel will make arrangements for viewing the records as soon as practicable, and within 4 business days if possible.

Nebraska residents wanting copies shall submit a written request and may be assessed a fee for the copies not to exceed the actual costs. If responding to the request is estimated to cost more than $50.00 or require more than eight cumulative hours of searching, identifying, physically redacting, or copying, the office may obtain an advance deposit equal to the estimated cost. Records will not be made available in any form in which that record is not already maintained or produced. Persons making requests to use their own copying equipment must make arrangements satisfactory to the administration office.

Nonresidents shall submit a written request and may be charged fees including public employee salaries and attorneys' fees as allowed by state law.

It shall be the responsibility of the administration office to maintain accurate and current records of the school district. It shall be the responsibility of the office to respond in a timely manner to requests for viewing and receiving public information of the school district. If the office is unable to provide the requested records within 4 business days, the staff will issue a written explanation with a revised date for completion, an estimate of cost, and allow the requester to modify or prioritize the information request.

Legal Reference: Nebraska Statutes 84-712.0 et seq.

Cross Reference: 507.01 Student Records Access

Approved:
Reviewed: 12-11-2023
Revised: 7-15-2024

1004.01 - MEDIA RELATIONS

The board recognizes the value of and supports open, fair and honest communication with the news media. The board will maintain a cooperative relationship with the news media. As part of this cooperative relationship, the board and the media will develop a means for sharing information while respecting each party's limitations.

Members of the news media are encouraged and welcome to attend open board meetings. The board president shall be the spokesperson for the board, and the superintendent shall be the spokesperson for the school district. It shall be the responsibility of the board president and superintendent to respond to inquiries from the news media about the school district.

Members of the news media seeking information about the school district shall direct their inquiries to the superintendent. The superintendent shall accurately and objectively provide the facts and board positions in response to inquiries from the news media about the school district.

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Revised:

1004.02 - NEWS CONFERENCES AND INTERVIEWS

The superintendent, on behalf of the board and the school district, may hold a news conference or respond to a request for an interview with the news media.

The superintendent shall respond accurately, openly, honestly, and objectively to inquiries from the news media about the school district.

News conferences and interviews planned or pre-arranged for school district activities shall include the board and the superintendent. News conferences for issues requiring an immediate response may be held by the superintendent. It shall be within the discretion of the superintendent to determine whether a news conference or interview shall be held to provide an immediate response to an issue.

It shall be the responsibility of the superintendent to keep the board apprised of news conferences and interviews.

Information about school activities and issues will be provided to the community in a way which will create and maintain a dignified and professionally responsible image for the district.

The procedures listed below will be followed in giving official information to the news media:

1. The board president will be the official spokesman for the board, unless this duty is delegated;
2. News releases that are of districtwide interest or that pertain to established district policy will be the responsibility of the superintendent;
3. The superintendent will establish regulations for the dissemination of news releases pertaining to the district.

When individual board members receive requests from press media representatives for information about board meetings or actions, members will refer these representatives to the board president, who is the spokesman for the board. The president may designate others to speak on behalf of the board at his/her discretion.

Press conferences will be authorized by the board president.

Nothing in this policy is intended to limit the rights of individual board members to speak their personal opinions.

Approved:
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Revised:

1004.03 - LIVE BROADCAST OR VIDEOTAPING

Within the limitations described below, individuals may broadcast or videotape public school district events, including open board meetings, as long as it does not interfere with or disrupt the school district event and it does not create an undue burden in adapting the buildings and sites to accommodate the request.

It shall be within the discretion of the superintendent to determine whether the request is unduly burdensome and whether the broadcast or videotaping will interfere with or disrupt the school district event.

In addition to limitations on recording or transmitting image or sound in policy 504.12 referenced below, anyone recording or transmitting any sound or image of any person (including themselves) must have the prior consent of the person or persons being recorded or whose image or sound is being transmitted. This requirement applies to all persons, including staff, students, volunteers, and community members, at district facilities or attending district sponsored events. This policy does not apply to District-sponsored athletic events or activities where the focus of the recording or transmission is on the student performances or activity. Nothing in this policy shall prohibit the recording of an Individualized Education Program meeting when necessary to implement parental rights as guaranteed by the Individuals with Disabilities Education Act or in conducting meetings to implement Section 504.

News media coverage of sports and other special events is encouraged. Radio broadcasts of events will be arranged through the superintendent's office. Videotaping of classroom activities will be allowed at the discretion of the superintendent. Parents will be notified prior to videotaping of classroom activities.

It shall be the responsibility of the superintendent to implement this policy and for handling requests for other broadcasting or videotaping activities.

Cross Reference: 504.12 Regulated Electronic Devices

Approved:
Reviewed: 12/11/2023
Revised:

1004.04 - CRISIS MANAGEMENT COMMUNICATIONS

A school crisis may occur at any time, may take various shapes, and may hit with varying degrees of severity. The superintendent is directed to develop a School Communications Crisis Procedure to manage information more effectively and to ensure the crisis will be managed more effectively.

The procedure should include the following provisions:

1. Designation of a crisis spokesperson and description of the spokespersons duties;
2. Preparations to be taken before a crisis for dealing with the media;
3. Procedures for contacting various groups such as emergency response units, employees, parents, and the media;
4. Procedures for developing and releasing a public statement soon after the initiation of the crisis; and
5. Procedures for developing a public statement or report following the conclusion of the crisis.

Cross Reference: 905 Safety Program

Approved:
Reviewed: 12/11/2023
Revised:

1005.01- PUBLIC COMPLAINTS

The board recognizes that concerns regarding the operation of the school district will arise. The board further believes constructive criticism can assist in improving the quality of the education program and in meeting individual student needs more effectively. The board also places trust in its employees and desires to support their actions in a manner that frees them from unnecessary or unwarranted criticism and complaints.

Procedures for dealing with complaints concerning programs or practices should be governed by the following principles:

- where action/investigation is desired by the complainant, or where it seems appropriate, the matter should be handled as near the source as possible;
- complaints should both be investigated and, if possible, resolved expeditiously;
- complaints should be dealt with courteously and in a constructive manner; and,
- individuals directly affected by the complaint should have an opportunity to respond.

The board, consistent with its board policy-making role, will review the action taken to resolve complaints concerning specific schools, programs or procedures only after the usual channels have been exhausted. Complaints regarding employees or complaints by students will follow the more specific policies 403.05 and 504.01 respectively.

When a complaint requiring attention is received by the board or a board member it will be referred to the superintendent. After all of the channels have been exhausted, the complainant may appeal to the board by requesting a place on the board agenda. If the complainant appeals to the board, the appeal shall be in writing, signed and explain the process followed by the complainant prior to the appeal to the board.

However, the board will only directly consider appeals dealing with policies, procedures and programs. Any appeals involving employee issues will be passed on to the board's legal counsel to determine whether district policies and procedures were followed by the administrator in attempting to resolve the conflict.

Cross Reference:
204.12 Public Participation at Board Meetings
403.05 Public Complaints about Employees
504.01 Student Due Process Rights
606.03 Objection to Instructional Materials

Approved:
Reviewed: 12/11/2023
Revised:

1005.02 - PARENT RELATIONS GOALS

It is the general goal of the district to foster relationships with parents which encourage cooperation between the home and school in establishing and achieving common educational goals for students. The board believes parents should be active participants in education by demonstrating interest in and support for their school and the district, by becoming informed about their role as partners in education, and by becoming involved in the education of their children.

While parents are individually responsible for their children, the district provides direct services of education and indirect services of child care for students during the time when they are within the supervision of school personnel. Consistent with these shared responsibilities and as appropriate to the maturity of the student, members of the school staff will consult with parents regarding student progress and achievement, methods to enhance student development, and matters of correction.

Additionally, parental involvement in the schools is encouraged through regular communication with the school principal and staff, the parent/teacher organizations, the school volunteer program, and other opportunities for participation in school activities and district programs. It is assumed that the relationship described in the general goal is fostered if the district will:

- consult with and encourage parents to share in school planning, in setting objectives, and evaluating programs;
- help parents understand the education process and their role in promoting this process;
- provide for parent understanding of school operations;
- provide opportunities for parents to be informed of their child's development and the criteria for its measurement; and
- help parents improve in their role as parents.

Cross Reference: 508.07 Custody and Parental Rights
611.01 Student Progress Reports
611.04 Parent Conferences

Approved:
Reviewed: 12/11/2023
Revised:

1005.03 - DISTRICT AND SCHOOL (COMBINED) TITLE I PARENT AND FAMILY ENGAGEMENT POLICY

Hemingford Public Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.

    - Hemingford Open House/Back to School Night
    - 7th grade and New Student orientation
    - Annual Title I Parent Meeting
    - Parent-Teacher Conferences

- Parents are involved in the planning, review, evaluation, and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.

- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.

- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.

    - Parent and Community Surveys
    - Annual Title I parent meeting
    - Development of the School Improvement Plan

- School Advisory Meetings

- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.

  - Student handbook
  - Parent-Teacher Conferences
  - Standardized Tests results
  - Progress reports & report cards

- 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.

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

Legal Reference: Neb. Statute 79-530 to 533
Every Student Succeeds Act

Cross Reference: 507.01 Student Records Access
606.03 Objection to Instructional Materials
610.02 Test or Assessment Administration
611.01 Student Progress Reports
611.04 Parent Conferences
1002. District Annual Report
1005.01Public Complaints

Approved:
Reviewed: 7/11/2022, 7/10/2023, 12/11/2023
Revised: 9/12/2022

1005.04 - COMMUNITY RELATIONS GOALS

The school community relations program is a responsibility of both the Board of Education and the total school staff. Within the bounds of legal and ethical responsibilities to pupils, the school district will attempt to keep the community well informed about the operations and needs of the school district. The school district recognizes the necessity of involving citizens in the work of the schools and of two-way communications with the schools' internal and external publics.

The board will work closely with school district-community groups, including, but not limited to, the booster club and parent-teacher organizations. The Board expects all district staff to demonstrate commitment to the involvement of parents and community members in education.

Prior to any purchase of, or fund raising for, goods or services for the school district, the group shall confer with the superintendent to assist the group in purchasing goods or services to meet the school district's needs.

Funds raised by these groups for the school district may be kept as part of the accounts of the school district.

It shall be the responsibility of the building principal to be the liaison with the school district-community groups affiliated with the building principal's attendance center.

Approved:
Reviewed: 12/11/2023
Revised:

1005.05 - COMMUNITY INVOLVEMENT IN DECISION MAKING

The Board endorses the concept that community participation in school affairs is essential if the school system and the community are to maintain mutual confidence and respect and work together to improve the quality of education for students. It therefore intends to exert every effort to identify the community's desires and to be responsive, through its actions, to those desires.

All district citizens will be encouraged to express their ideas, concerns and judgments about the schools through such means as:

1. written suggestion(s) or proposal(s);
2. presentations at hearings;
3. responses to surveys made through interviews, written instruments or other means;
4. comments at Board meetings; and
5. service on citizens' advisory committees and school improvement teams.

The public advice will be given careful consideration. In evaluating such advice, the first concern will be for the educational program as it affects students. The Board's final decisions may depart from public advice when, in the judgment of staff and the Board, such advice is not consistent with goals adopted by the Board or with good educational practice or within available financial resources.

Approved:
Reviewed: 12/11/2023
Revised:

1005.06 - COMMUNITY RESOURCE PERSONS AND VOLUNTEERS

The board recognizes the valuable resource it has in the members of the school district community. When possible and in concert with the education program, members of the school district community may be asked to make presentations to the students or to assist employees in duties other than teaching. The school district may officially recognize the contributions made by volunteers.

Recruitment, training, utilization, and the maintenance of records for the purposes of insurance coverage or recognition of school district volunteers are responsibilities of the superintendent.

Approved:
Reviewed: 12/11/2023
Revised:

1005.07 - VISITORS TO SCHOOL

The Board encourages parents and other district citizens to visit the school and classrooms at any time to observe the work of students, teachers and other employees. All visitors, which includes persons other than employees or students, must notify the principal of their presence in the facility upon arrival and request authorization to visit elsewhere in the building.

Persons who wish to visit a classroom while school is in session are asked to notify the principal and obtain approval from the principal prior to the visit so appropriate arrangements can be made and so class disruption can be minimized. Teachers and other employees shall not take time from their duties to discuss matters with visitors.

Visitors shall conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. The board and administration will not tolerate any person or persons whose presence disturbs classes or school activities or hinders the instructional process. Children who wish to visit school must be accompanied by a parent or responsible adult.

It shall be the responsibility of employees to report inappropriate conduct. It shall be the responsibility of the superintendent and principals to take the action necessary to cease the inappropriate conduct. If the superintendent or principals are not available, a school district employee shall act to cease the inappropriate conduct.

The Board discourages using the school as a site for parents without custody to visit their children. The principal may deny the parent without custody the opportunity to deliver packages, gifts, messages, etc., to the child and/or to see the child during the school day without the approval of the custodial parent or legal guardian. In this paragraph, "without custody" means the parent lacks joint legal custody under Nebraska law.

The district may restrict the use of its buildings and grounds or restrict access to school property by issuing no trespassing commands and/or stay away/no trespassing letters when deemed necessary by the superintendent when any individual or group:

1. is determined to present a risk to the safety of others,
2. presents a disruption to the learning environment,
3. fails to follow proper check-in and identification procedures, or
4. does not have a legitimate purpose to be present on school grounds or activities.

In the event a person prohibited by this or other board policies is on district property or is attending a district-sponsored event, the superintendent or building prinicpal will tell the person he or she must leave and will notify the person they are not permitted back on district property, except if their presence is required by the district. The superintendent or building principal may

contact the proper legal authorities if necessary to enforce this policy and may file a report or sign a complaint on behalf of the district.

Legal Reference: Neb. Statute 79-8,100

Cross Reference: 1004 Press, Radio and Television News Media

Approved:
Reviewed: 12/11/2023
Revised:

1005.08 - PUBLIC CONDUCT ON SCHOOL PREMISES

No person on district property will:

- Injure or threaten to injure another;
- Damage the property of another or of the district;
- Violate parking regulations;
- Drive a vehicle in an unsafe manner;
- Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the Board, superintendent, principal or other authorized administrator;
- Enter any portion of district premises at any time for purposes other than those which are lawful and authorized by district officials;
- Possess an unauthorized loaded or unloaded firearm or any other instrument used as a dangerous or deadly weapon as defined in law and Board policy;
- Consume, sell, give or deliver unlawful drugs including drug paraphernalia and alcoholic beverages;
- Smoke or use tobacco products;
- Wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other things which are evidence of membership or affiliation in any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A "gang" is defined as a group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;
- Willfully violate other district rules and regulations designed to maintain public order on school property.

Spectators are permitted to attend extracurricular activities only as guests of the school district, and, accordingly as a condition of such permission, they must comply with the school district's rules and policies. Spectators will not be allowed to interfere with the enjoyment of the students participating, other spectators or with the performance of employees and officials supervising the extracurricular activity. Spectators, like the student participants, are expected to display mature behavior and sportsmanship. The failure of spectators to do so is not only disruptive but embarrassing to the students, the school district and the entire community.

To protect the rights of students to participate without fear of interference, and to permit the sponsors and officials of extracurricular activities to perform their duties without interference, the following provisions are in effect:

- Abusive, verbal or physical conduct of spectators directed at participants, officials or sponsors of extracurricular activities or at other spectators will not be tolerated.

- Verbal or physical conduct of spectators that interferes with the performance of students, officials or sponsors of extracurricular activities will not be tolerated.
- The use of vulgar or obscene language directed at students, officials or sponsors participating in an extracurricular activity or at other spectators will not be tolerated.

If a spectator at an extracurricular activity becomes physically or verbally abusive, uses vulgar or obscene language, or in any way impedes the performance of an activity, the spectator may be removed from the event by the individual in charge of the event and the superintendent may recommend the exclusion of the spectator at future extracurricular activities.

Upon recommendation of the superintendent, the board shall cause a notice of exclusion from extracurricular activities to be sent to the spectator involved. The notice shall advise the spectator of the school district's right to exclude the individual from school district activities and events and the duration of the exclusion. If the spectator disobeys the school district's order, law enforcement authorities will be contacted and asked to remove the spectator. If a spectator has been notified of exclusion and thereafter attends an extracurricular activity, the spectator shall be advised that his/her attendance will result in prosecution.

Persons having no legitimate purpose or business on district property or violating or threatening to violate the above rules may be ejected from the premises and/or referred to law enforcement officials.

Cross Reference: 506 Student Activities
903.08 Vandalism
1006 Use of District Facilities and Equipment

Approved:
Reviewed: 12/11/2023
Revised:

1005.09 - SKATEBOARDING AND ROLLERBLADING

In the interest of maintaining a safe injury-free environment and preventing damage to school equipment, skateboarding and rollerblading are prohibited on the sidewalks, driveways and playgrounds of the school at all times.

Cross Reference: 905 Safety Program

Approved:
Reviewed: 12/11/2023
Revised:

1005.10 - DISTRIBUTION OR POSTING OF MATERIALS

The board recognizes that students, employees, parents or citizens may want to distribute materials within the school district that are noncurricular. Noncurricular materials to be distributed must be approved by the building principal and meet certain standards prior to their distribution.

It shall be the responsibility of the superintendent, in conjunction with the building principals to draft administrative regulations regarding this policy.

Materials shall be reviewed based on legitimate educational concerns. Such concerns include: the material is or may be defamatory; the material is inappropriate based on the age, grade level and/or maturity of the reading audience; the material is poorly written, inadequately researched, biased or prejudiced; the material contains information that is not factual; the material is not free of racial, ethnic, religious or sexual bias; or the material contains advertising that violates public school laws, rules and/or policy, is deemed inappropriate for students or that the public might reasonably perceive to bear the sanction or approval of the district.

The superintendent or designee shall determine distribution procedures for noncurricular materials. Such procedures may include:

1. Distribution to each student before or after class if materials are not directly related to the instructional goals;
2. Notification to students or parents of the availability of the materials in a specified location if this procedure is deemed less disruptive to the educational process; or
3. Solicitation of school-related groups such as parent organizations to distribute materials.

The practice of distributing pamphlets, booklets, flyers, brochures and other similar materials shall be periodically reviewed to ensure that the mere volume of requests has not become an interruption to the educational process.

The facilities, the staff or the students of the district shall not be used in any manner to advertise or promote commercial, cultural, organizational or other nonschool interests except that the district may:

1. Utilize films and other instructional aids furnished by private sources when the advertising content is reasonable in the judgment of the building principal;
2. Cooperate through announcements and distribution of program material with nonprofit community organizations that supplement the school program when such cooperation will not interfere with the school program;
3. Permit participation on a student option basis in essay, art, science and similar contests sponsored by outside interests when such activities parallel the curriculum and contribute to the educational program;

4. Release promotional material for nonschool athletic and cultural events only through appropriate school departments;
5. Accept limited advertising on extracurricular activity schedules and programs at the discretion of the principal of the school involved;
6. Permit other exceptions when, in the judgment of the superintendent, students of the district will benefit. The superintendent may, at his/her option, refer specific cases to the board for decision.

Signs and Banners: Signs and banners will be allowed in or upon buildings and other district facilities only with the prior written approval of the administration with consideration for the health, safety and welfare of staff and students.

The following guidelines shall be applied in considering requests to display signs or banners:

1. Signs and banners on sticks require special authorization;
2. Signs and banners fastened to any structure of a building or structures immediately adjacent to an open space shall not be allowed without specific prior written permission;
3. Signs and banners presenting recognizable health or safety hazards are prohibited;
4. Signs and banners presenting false information shall be prohibited.
5. Signs and banners may be removed at the discretion of the administration.

Cross References: 504.03 Student Conduct
504.08 Freedom of Expression
506 Student Activities
604.10 Academic Freedom

Approved:
Reviewed: 12/11/2023
Revised:

1005.11 - VOLUNTEERS IN THE SCHOOLS

The use of volunteers within the school program enhances the educational process both for students and for the community. Volunteers may provide additional support in the classroom, promote community-school cooperation in facilitating the learning process and provide resource persons for the district who have expertise in various areas.

School volunteers shall be expected to abide by all applicable laws, district polices and administrative procedures when performing their responsibilities. All district employees working directly with a volunteer are responsible for directing and supervising the activities of the volunteer with broad supervision provided by the building principal/administrators.

It shall be the responsibility of the superintendent to implement this policy.

Approved:
Reviewed: 12/11/2023
Revised:

1006.01 - COMMUNITY USE OF SCHOOL DISTRICT BUILDINGS, SITES AND EQUIPMENT

School District facilities, sites and equipment will be made available to local nonprofit entities without charge. “Entities” shall include organizations, groups and individuals and their agents. Such use will be permitted only when the use does not interfere with or disrupt the education program or a school-related activity, the use is consistent with state law, and will end no later than midnight. It is within the discretion of the board to selectively allow for-profit entities to use school district facilities, sites and equipment on a fee basis. It shall be within the discretion of the superintendent to allow use of school district facilities, sites and equipment on Sundays or holidays.

Those who wish to use school district facilities, sites or equipment must apply at the superintendent’s office. It shall be the responsibility of the superintendent to determine whether the school district facility or equipment requested is available and whether the application for use meets board policy and administrative regulations. It shall be the responsibility of the superintendent to provide application forms, obtain proof of insurance, and draw up the contract (when required) for use of school district facilities, sites and equipment.

A school district employee shall supervise use of school district facilities, sites and equipment by entities unless special prior arrangements are made with the superintendent. The school district employee shall not accept a fee from the entity using school district facilities and equipment. If appropriate, the school district employee will be paid by the school district.

Entities that use school district buildings or sites must leave the building or site in the same condition it was in prior to its use. Entities that use school district equipment must return the equipment in the same working condition it was in prior to its use. Inappropriate use of school district facilities, sites or equipment may result in additional fees charged to, or the inability of, the entity to use school district facilities, sites or equipment in the future.

Legal Reference: Good News Club v. Milford

Cross Reference:
705.02 Usage Fees, Admissions and Royalties
904.02 Lease, Sale or Disposal of School District Buildings and Sites
1001.00 Principles and Objectives for Community Relations

Approved:
Reviewed: 12/11/2023
Revised:

1006.01E1 - COMMUNITY USAGE APPLICATION AND AGREEMENT

Hemingford Public Schools
Usage Application and Agreement

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

_____ _____ _____
Applicant Last Name First Name Middle Initial

_____ _____ _____ _____
Street Address City State Zip

Birth date: _____ Home Phone: _____

Work Phone: _____ Cell: _____

Name of Emergency Contact: _____

- Home Phone: _____ Work : _____ Cell: _____
- Relationship of Emergency Contact: _____
- Email of Emergency Contact: _____

Key(or Card) #_____

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

Services and Access: The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours. You will be provided a key to access the facilities. There will not be an annual cost for the use of the key.

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

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

Video Monitoring and Other Security Measures. The District uses security measures such

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

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

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

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

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

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

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

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

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

Clearly PRINT the following information:

Name: _____ Age: _____

Date: _____

Signature: _____

PARENT OR GUARDIAN IF USER IS UNDER AGE 19:

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

Clearly PRINT the following information:

Child's Name: _____ Child's Birthdate: _____

Father's Name: _____

Mother's Name: _____

Father's Signature: _____ Date: _____

Mother's Signature: _____ Date: _____

For District Use Only

Key/Card Check-out Date _____

Key/Card Expiration Date _____

Dates/Days/Time Key/Card Activated:

Sunday: From ___:___ AM/PM to ___:___ AM/PM
Monday: From ___:___ AM/PM to ___:___ AM/PM
Tuesday: From ___:___ AM/PM to ___:___ AM/PM
Wednesday: From ___:___ AM/PM to ___:___ AM/PM
Thursday: From ___:___ AM/PM to ___:___ AM/PM
Friday: From ___:___ AM/PM to ___:___ AM/PM
Saturday: From ___:___ AM/PM to ___:___ AM/PM

Approved: 3-11-2024
Reviewed:
Revised:

1006.01E2 - GENERAL FACILITY USE APPLICATION AND AGREEMENT

Hemingford Public Schools
Facility Use Application

Applicant Name ("Applicant"):_____

Organization Name ("Organization"), if applicable: _____

Applicant's Position within Organization: _____

Address: _____

Phone Number: _____ Email: _____

Description of Requested Use: _____
_____
_____
_____

Is your organization a registered 501(c)(3) or other nonprofit? □ Yes □ No

Date of Requested Use: _____ Time of Requested Use: _____ to _____

Facility/Room Request, if preferred: _____

Expected Number of Attendees: _____

Check any of the following needs which apply to your request. Note that the district may deem additional services necessary and may require the Applicant/Organization to pay for such services as a condition of use:

- □ Custodial (set up, tear down, sanitation)
- □ Kitchen/Kitchen Staff (cooking, food service, clean up)
- □ Technology Assistance (sound, lighting, presentation)

Insurance will be required for the for-profit use of the facilities. As a general rule, community member and local organization use will not require additional insurance.
Liability Insurance, check applicable:

- □ I/we have coverage of $5 million per occurrence.
- □ I/we have other coverage: _____
- □ I/we have no insurance coverage

Terms and Conditions of Use:

1. All users must comply with the school board's facility use and other policies, rules, and regulations. A copy of the board's facility use policy is available upon request.
2. The facilities are closed from 10 PM to 7 AM and may not be used during those hours.
3. The user(s) named above and the individual(s) signing on behalf of the User agree to defend, indemnify, and hold harmless the school district, its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered

against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.

4. Any for-profit users may be required to provide a certificate of insurance and name the district as an additional insured, on a primary and non-contributory basis, and provide documentation evidencing general liability coverage under an occurrence basis policy, with minimum limits of $5,000,000.00 per occurrence , combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. These coverage limits may be achieved through a combination of underlying policies and umbrella/excess policies, if preferred. There shall be no exclusions for contracted liability. All governmental users shall provide evidence of insurance or self-insurance to the limits set forth in Neb. Rev. Stat. § 13-926.
5. All Applicants by signing below verify that they have authority to sign this application on behalf of the listed Organization, and all individuals and agents of organizations certify that they have financial means and authorization to pay for the required fees and deposits, if any.

Applicant's Signature: _____

Date: _____

For District Use Only

Application

_____ Denied

_____ Approved, subject to the following:_____

_____

_____

Insurance (For-profit entities only)

_____ User has provided sufficient proof of insurance.

_____ User must obtain proof of insurance and list district as additional insured.

_____ Insurance requirements are waived.

Additional Services Requested/Required

_____ Custodial

_____ Kitchen

_____ Technology

Key/Card Check-out Date _____

Key/Card Expiration Date _____

Dates/Days/Time Key/Card Activated:

Sunday: From ___:___ AM/PM to ___:___ AM/PM
Monday: From ___:___ AM/PM to ___:___ AM/PM
Tuesday: From ___:___ AM/PM to ___:___ AM/PM
Wednesday: From ___:___ AM/PM to ___:___ AM/PM
Thursday: From ___:___ AM/PM to ___:___ AM/PM
Friday: From ___:___ AM/PM to ___:___ AM/PM
Saturday: From ___:___ AM/PM to ___:___ AM/PM

Approved: 3-11-2024
Reviewed:
Revised:

1006.02 - TOBACCO-FREE ENVIRONMENT

School district facilities, including school vehicles, shall be off limits for smoking or other uses of tobacco products. For purposes of this policy, it includes all products such as cigars, cigarettes, chewing tobacco, nicotine products, vapor products (including e-cigarettes), and any products intended by appearance or effect to replicate tobacco products. This requirement extends to employees and visitors. This policy applies at all times, including school-sponsored and nonschool-sponsored events. Persons failing to abide by this request shall be required to extinguish their smoking material and may be required to leave the school district premises immediately. It shall be the responsibility of the administration to enforce this policy.

Legal Reference: Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125 (1994).

Approved:
Reviewed: 12/11/2023
Revised:

1007.00 - EDUCATION AGENCY RELATIONS

The Board desires that staff and students of this district benefit in every feasible way from resources provided by the colleges and universities of our area. The superintendent is to keep the board informed of opportunities for shared and cooperative services between the district and institutions of higher learning. Additionally, staff members are encouraged to seek out and use the services of college and university faculty members who are willing to serve our schools as instructional resource persons.

Approved:
Reviewed: 12/11/2023
Revised:

1008.00 - DENIAL OF ACCESS TO SCHOOL PREMISES OR ACTIVITIES

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the “administrator”) may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well-being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Approved: 7-15-2024
Reviewed:
Revised:

1008.01 - SEX OFFENDERS

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

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

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

Approved: 7-15-2024
Reviewed:
Revised:

CERTIFICATED STAFF HANDBOOK

Hemingford Public Schools

2024-2025

GUBN - Get Up Bobcat Nation

Acknowledgement for Receipt of

Hemingford Public Schools

"CERTIFICATED STAFF HANDBOOK"

I, _____ (your name) acknowledge that I was issued a copy of the Certificated Staff Handbook for Hemingford Public Schools for the school year 2024-2025 which included a copy of Board Policy 0402.15 Staff Conduct with Students. This handbook was issued to me before the first day for student classes.

I was given an overview of the contents of the handbook by the Hemingford Public Schools Administration. I am responsible for familiarizing myself with the contents of the Certificated Staff Handbook and the Student/Parent Handbook(s) for my building(s). My signature on this form indicates that I have read and intend to comply with the contents of the Certificated Staff Handbook.

_____ Date

_____ your signature

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ORGANIZATION

EDUCATIONAL PHILOSOPHY OF THE SCHOOL DISTRICT

As a school corporation of Nebraska, the Hemingford School District, acting through its School Board, is dedicated to promoting an equal opportunity for a quality public education to its students within the limitations of the school district's ability and willingness to furnish financial support to provide for students in cooperation with their parents and the school district community, the opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance to and encourages critical thinking in the students for a lifetime.

The board endeavors through the dedication of the school district's resources, to encourage students, who come to the school district from a variety of backgrounds, to look forward to the time when they will have jobs, homes, families, places in the school district community, and attain recognition as individuals. In order to achieve this goal, the board will seek qualified employees dedicated to development of their professional skills for the betterment of the education program and for the expertise for educational productivity.

Instruction and curriculum are the key elements of a public education. Critical thinking and problem-solving skills that will assist the students' preparation for life shall be instructed as part of a sequentially coordinated curriculum. The school district strives to prepare students for employment, to discover and nurture creative talent and to prepare them to meet and cope with social change in an atmosphere conducive to learning.

The support and involvement of the home and the school district community are essential to achieve educational excellence in the school district. The school district strives to maintain an active relationship with the home and the school district community to create within the students an awareness of dignity and worth of the individual, civic responsibility and respect for authority.

MISSION STATEMENT, OBJECTIVES AND BELIEFS

Mission Statement

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

Vision Statement

Our vision at Hemingford Public Schools is to work with parents and the community to:

- create a safe and healthy learning environment for all,
- provide and promote opportunities for academic success,
- inspire involvement using career interests and strengths, and
- prepare caring, responsible, and successful citizens.

School Improvement Goals

Academic Goal:
All students will demonstrate growth in math on state and/or national assessments by the end of the 2025-2026 school year.

Instructional Goal:
Students and teachers will be engaged in evidence-based instructional strategies to improve learning.

District Objectives

1. To develop each child to his full capacity. `
2. To build an appreciation and an understanding of our democratic ideals and the functioning of democratic government.
3. To develop an understanding of and respect for all people with emphasis on their rights and responsibilities.
4. To develop ethical character with respect for moral and spiritual values.
5. To develop mastery of the basic skills which are needed for intelligent participation in the modern world.
6. To develop mental, social, and physical health.
7. To develop an understanding of world problems.

8. To encourage the child to think clearly, evaluate independently and work cooperatively with others.
9. To develop initiative in the worthy use of leisure time.

Beliefs

We believe That All Children

1. Look to us; parents, community and school for their personal foundation.
2. Are unique individuals and valuable resources deserving the opportunity to learn all they can.
3. Are worthy individuals deserving of respect, recognition and compassion.
4. Are entitled to a positive vision and the support of school, parents and community to obtain the best possible education.
5. Should be provided an education to help them develop to their fullest potential to prepare them for a changing world.
6. Are important and unique and if nurtured with love, they will learn and succeed.
7. Deserve a productive learning environment with quality facilities, facilitators and activities.
8. Have the ability to learn.

PURPOSE

This handbook is prepared for the purpose of providing information on customs and policies pertaining to the Hemingford Public Schools. It is intended for use by the staff as a guide in developing a well-coordinated instructional support program. It is hoped the statements set forth in this handbook will improve understanding and cooperation among all school personnel in the coming school year.

It is the purpose of this handbook to establish uniformity of operation. It will be supplemented from time to time as board policy, superintendent policy or the principals' policies are changed.

The quality of educational achievement is directly related to the employees of the school district. Each employee has been selected to provide for a certain phase of the child's needs as he/she grows in the educational program. As we coordinate our work and as each school employee grows professionally in his effectiveness, so grows the Hemingford Public Schools as a more effective school system.

CONTRACT AND RELATED ITEMS

Teachers are appointed to their position by the superintendent after election by the Board of Education. They are directly responsible for the welfare of the students under their control, which includes the development of the child's capacities in all phases: mental, physical, social, and moral.

Teachers are jointly responsible to the superintendent of schools and the principals in accordance with Board of Education Policy. Teachers are expected to carry out the policies of the Board of Education.

ABSENCES - TEACHER

Teachers who are to be absent from school for any purpose whatsoever shall request leave in writing through the Red Rover online leave system to the principal. After receiving written authorization to be absent, the teachers shall work with the building designee to arrange for the supervision of their classes and activities. This should be done 3 days in advance of anticipated absence if possible. The teacher is responsible for reporting the expected absence and for making necessary plans in advance, whether the absence is in the line of school duty or for private business. Substitutes will be secured through the principal's office.

For unexpected absences or illness please notify the building designee no later than 7:00 a.m. so a substitute teacher can be attained. Please provide adequate lesson plans for substitutes for all absences. Teachers must report unexpected leave through the Red Rover online leave system within three days of taking leave.

RETURNING FROM ABSENCES

1. Justification for Absences Taken Without Prior Approval. If an employee is absent without advance approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.

2. Establishing Fitness for Duty. Employees must present a written statement from their physician or health care provider to their supervisor when absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 5 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Superintendent to discuss the provision of reasonable accommodations. The District will not discriminate against any employee due to

disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

CERTIFICATION

Each teacher must hold a Nebraska Teacher Certificate of the proper class for the position for which he or she has been employed. The certificate must be registered in the office of the Superintendent of Schools in Hemingford, Nebraska. Any contract is subject to cancellation if these requirements are not met. The superintendent may assign other duties or classes as necessary.

CONTRACT

Teacher contracts consist of a total of 185 days.

CONTRACT TERMINATION

The termination of contract, non-renewal of contract, cancellation of contract, amendment of contract, or disciplinary actions less severe than cancellation, non-renewal, termination or amendment will be in accordance to Nebraska Statutes 79-12, 107 to 79-12,120.

DEFINITIONS OF JUST CAUSE TERMS

Incompetence – A teacher is lacking the qualities necessary for establishing, maintaining and conducting an effective learning climate in the classroom or in the activities for which they are responsible.

Neglect of Duty – A teacher gives little attention or respect to, leaves undone or unattended, or is careless in fulfilling their duties as required by the administration, the Board of Education, or their teaching contract.

Unprofessional Conduct – A teacher does not regulate or restrain their personal or professional behavior at a level or a standard befitting a member of the teaching profession.

Insubordination – A teacher willfully and knowingly is disobedient and refuses to honor or act upon a request or a direct order of the administration, Board of Education or the terms of the teaching contract.

Immorality – A teacher displays conduct or language which does not have any positive educational aspect or legitimate professional purpose or does not conform to the standards expected by the administration, Board of Education, or the terms of the teaching contract.

Physical or Mental Incapacity – A teacher is lacking the physical or mental capacity, ability, or qualifications for the purpose of providing the school or students with positive educational experiences.

Failure to give Evidence of Professional Growth as Required by 79-12,113 – A teacher does not provide evidence of completing or did not complete the requirements for professional growth as established by the Board of Education Policy.

Other Conduct Which Interferes Substantially With the Continued Performance of Duties – A teacher to a large degree or in the main, becomes so involved in out-of-school activities, in school actions, or other activities or actions that by their involvement detracts from or prohibits the teacher from performing their required and professional duties and causes the teacher to become ineffective in their performance.

FACULTY EVALUATION

Faculty evaluation will be conducted in accordance with the procedures detailed in Board Policy 406.08R. The procedures and associated forms are included in Appendix A of this handbook.

PAY DAY

Salaries for teachers are to be paid in twelve equal installments. Payment day shall be the fifteenth day of each month, unless the fifteenth falls on a weekend or holiday; then the payments will be made on the Friday before the fifteenth. Payment will be made by direct deposit to the teacher's account. Deductions from the payment will include social security, federal tax, state tax, and teacher retirement. Optional deductions are annuities, dental insurance, health insurance, and professional dues.

JURY DUTY

All certificated personnel selected to serve on jury duty will be paid the difference between what the court allows them and what they would have earned in a regular working day.

PROBATIONARY TEACHERS

Probationary teachers are those who have not completed three years of teaching with the employer school district. They are not protected by the "just cause" provision of 79-1254, and their contracts may be terminated as of the close of the school year for any reason the Board of Education chooses; except for exercising constitutionally protected rights such as free speech, freedom of assembly and association, etc.

Probationary teachers will be evaluated at least one time per semester.

GENERAL INFORMATION

ACADEMIC INTERVENTION/ACADEMIC DETENTION

Academic Intervention is established with the purpose of facilitating opportunities for the professional teachers of the district to help their students succeed in each content area. In the event that a student is failing any course, the expectation is for the teacher of the course to work with the student and parent to schedule academic intervention to stay and work on their assignments with direct instruction from the classroom teacher. Academic Intervention will be available every regular school day from 7:45am-8:00am and 3:40pm-4:00pm.

Teachers who have students failing any courses along with other staff members who assign Academic Intervention are directed to provide instruction and supervision to the student. Teachers are expected to utilize academic intervention to assist students seeking to improve their learning and grades in accordance with the grading procedures of the school district.

The school administration may assign students to attend the academic intervention program. Additionally, teachers may issue academic detention during the academic intervention period to students to provide for support and supplemental instructional time as needed to help students learn material and complete assigned learning tasks.

Students will be assigned to the academic intervention program on a mandatory basis when the following factors place them at academic risk:

A current failing grade in any class.
Missing/Late assignments.
Risk of course failure.

Students attending the academic intervention program are supervised by both certificated and non-certificated staff members. Students attending the academic intervention program have access to support, encouragement, structure, and resources to complete their assigned learning tasks.

When students are assigned to participate in the academic intervention program, failure to attend will be considered truancy. Students who are assigned to the academic intervention program are directed to avoid scheduling medical and other appointments for times when academic intervention is in session. In instances when no alternative scheduling options exists, the school administration reserves the right to grant a make-up attendance time to be decided by the assigning administrator.

Although attendance is mandatory when assigned, the academic intervention program is open to all students in grades 7-12 who need additional work time, support, or access to learning technology.

Student failures are often (but not always) the result of not turning work in or late work. One of the best ways that parents/guardians can help students be successful is by providing time and structure at home for students to complete all of their assignments. Parents can monitor their students' grades, assignments, and attendance via PowerSchool our online student information system.

Teachers who have students meeting the qualifications for participation in the academic intervention period are required to provide supervision and instructional support to these students for the entire duration of the academic intervention period. When circumstances arise where teachers are assigned to other duties during the academic intervention period the teachers involved are to work with the principal to ensure that students are supervised and have the opportunity to receive academic support. It is the responsibility of the classroom teacher to communicate with students, parents, and the principal when students have missing or late assignments or are otherwise at risk of course failure.

STUDENT ABSENCE

Work missed because of absence can be, and often needs to be, made up on the student's return to school. Make-up provisions vary depending upon the type of absence. Teachers will work with students to ensure work is made up in accordance with the district's grading practices to promote learning.

ATTENDANCE PROCEDURES

Teachers are to take attendance within the first 10 minutes of each instructional period in the secondary school and at such times as assigned by the principal in the elementary school. Teachers are to contact the office immediately regarding any student who is absent and not previously marked as absent by the school office in the school's computerized attendance system. Teachers are responsible for ensuring that attendance records are accurate and regularly updated. For example, if a student comes to class after attendance has been taken then the student's attendance record needs to be updated to "tardy" instead of "absent". Additionally, teachers are required to read email announcements regarding students' attendance at activities so that student attendance properly reflects the students' attendance at school/activity functions as being "present."

BAD WEATHER/SCHOOL CLOSING

The importance of notifying employees, parents, and students when school will be delayed in opening, not opened at all, or be dismissed early is of prime concern. We will be using an automated messaging system (Remind) which will allow the school to contact each family with regard to school closing and other notifications. This system is designed to message the phone number or numbers listed in your employment file. Please ensure that the school district is continually notified of any changes to your contact information.

The school also uses local radio station KCOW, KNEB, and KCSR to inform staff, parents, and students of closing due to inclement weather. The school will make every effort to make this information available as soon as possible.

CLASSROOM MANAGEMENT

Teachers have the responsibility of managing their classrooms in a manner that allows students to effectively accomplish their learning tasks. Realizing there is a wide variety of teaching styles, learning styles, and subject content, classroom management should also vary. There are, however, some common procedures teachers of well-managed classrooms follow:

1. Be prepared for class. When the bell rings, the teacher is ready to begin class. A meaningful activity is planned for each class on each day.
2. Make assignments reasonable and clear.
3. Be a neat dresser, well groomed; be businesslike and friendly.
4. Do not allow students to address you by your first name or a nickname.
5. Communicate your classroom expectations to the students. Keep rules to a minimum.
6. Incorporate technology in various ways to enhance student learning and engagement.
7. Staff and Student personal cell phones and electronic devices including ear buds will remain off and out of sight and may only be used during class time or times of supervision for educational purposes.
8. Be consistent each day of the school year.
9. Avoid punishing the entire class for the actions of a few.
10. Avoid comments to students you would not make in the presence of their parents.
11. Avoid comments or actions that could humiliate a student.
12. Be willing to apologize.
13. Communicate with the parents---call them on the telephone or write a note when concerns arise. Use Progress Reports and Eligibility Reports appropriately.
14. Avoid arguments with students in front of a class. Even if you win, you've lost.
15. Be enthusiastic. If you don't want to be here, neither will the students.
16. Keep the level of your voice under control. Avoid yelling.
17. Be creative with assignments and instructions. Facilitate success.
18. Get to know your students, take an interest. Attend activities.
19. Physically manhandling students will not be supported, except when defending yourself, separating students in a confrontation, or preventing injury to a student.
20. Seating arrangements should be maintained in classrooms. Inspect desks daily for damage.
21. Detentions assigned by an individual teacher are the responsibility of that teacher. Do not assign detentions to students if you are unable to supervise the student during the assigned time.
22. Limit free time; maintain appropriate control of your classroom and area.

COMMUNICATION

Teachers at Hemingford Public Schools are expected to utilize effective communication strategies and technological resources when appropriate to collaborate and engage with students, parents, families, and the community to create meaningful relationships that enhance the learning process.

In order to facilitate such communication between the school and homes, teachers are expected and directed to follow the communications plans and protocols developed at the school and district levels. Such communications plans will include directions for frequency, content, and method/mode of communication teachers will be expected to utilize.

COMMUNITY RELATIONS

The Board of Education, through the administration, demands dignity, neatness, and seriousness of purpose for its teachers. The teaching profession, as a whole, is frequently and unjustly judged by the attitude and conduct of a single teacher. Since all are judged by what only a few may do, it is imperative that each of us give considerable thought to our actions as they relate to community customs.

Teachers should regard the community in which they are employed as their home. You should be interested in its institutions, its worthwhile activities, and participate in those in which you have special interest and abilities. Good judgment should be used in all practices.

Poor public relations can ruin the finest faculty in a good school. It is imperative that we all use common sense and discretion in and out of school.

Staff should refrain from commenting on or posting negative comments on social media platforms about school personnel or the school community. Engaging in this type of behavior erodes the public's trust in you as an educator and the school system as a whole. Any concerns or complaints should be addressed through the chain of command and/or the grievance process.

CONCESSIONS/CASH BOXES

Arrangements for concessions stand dates are to be made through the office of the Activities Director. Concessions and other cash boxes, such as gate receipts for athletic events, are to be counted and signed-off by two adults before the funds are remitted to the school administration and office staff.

CONCUSSIONS: RETURN TO LEARN

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Hemingford Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” and accompanying Appendix, as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

CONFIDENTIALITY AND CONFIDENTIALITY OF RECORDS

Employees should not discuss school matters outside the job nor discuss confidential or personal information about students or staff. Requests from anyone, including fellow building staff members, for personal information about students or staff should be referred to the principal. School staff shall maintain student records in compliance with state and federal law.

COPYRIGHT AND FAIR USE POLICY

It is the school's policy to follow the federal copyright law. Students are reminded that when using school equipment and when completing course work, they must also follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statue provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

CRISIS SITUATIONS

Behavior in the first moments, by those actually involved in a crisis situation, will largely dictate the outcome. In the event of a crisis situation, Hemingford School personnel are expected to follow the procedures as written in the Emergency Response Manual.

CUSTODIAL ASSISTANCE

Our custodians strive to keep the school neat, clean and functional. It is a difficult job, and we should all encourage students to conduct themselves in ways that contribute to an attractive and safe environment. If custodial assistance is needed, all requests must go through the building principal's office. Staff members who observe any areas of

custodial/maintenance concern are expected to complete a Custodial/Maintenance Work Request Form and submit the form to the building principal.

DETENTIONS

In order to modify certain behavior, it is allowable to require students to come to school early (if not a bus issue), come in at lunch (and eat), or stay after school. Please make this time related to the work in class and to addressing undesirable behavior. Due to individual students' geographic situations, it may be necessary that you give the student one day to make transportation arrangements. Detentions should be 30 minutes in length (or the length of the lunch period). Be consistent within yourself and the staff. Detentions assigned by an individual teacher are the responsibility of that teacher. Do not schedule detentions for times when you are unable to supervise the student.

DISCIPLINE

As professional educators, teachers are expected to create reasonable classroom rules and consequences. Students should know what behaviors are expected, and these expectations should be firmly but fairly enforced. Discipline does not automatically mean punishment, but it does always mean encouraging a desired behavior. Threatening, yelling, criticism, sarcasm, etc. are questionable discipline techniques and often prove inadequate. The student's improper behavior should be the focus of the discipline and not the student's personality, family, dress, appearance, etc. Discipline that punishes all students for the wrong doing of a few is discouraged. Grades are not to be reduced as a form of discipline for poor behavior. The forms of discipline that you choose should be consistent, reasonable, and fair.

Discipline is a very important factor in the success of any teacher. Teachers may know their subject matter and the most current research, but these are of little value unless they are able to control the pupils in their classes.

Discipline is the responsibility of each individual teacher. The principal's role is to assist and advise in the event of flagrant or continued misbehavior. Flagrant misbehavior should be brought to the attention of the principal immediately. A student shall not be sent to the office without an explanation of the offense. If assistance is needed in the removal of a student, the teacher is to send someone to the principal's office immediately for assistance. Each student dictates different strategies, but effective teaching and adequate preparation prevent many behavioral problems from occurring. Teachers are encouraged to read and may be required to read "Tools for Teaching" by Fred Jones for additional guidance in proper classroom management.

Corporal punishment shall not be administered. Students causing excessive discipline problems may be recommended to the Superintendent for expulsion.

DISCIPLINARY DOCUMENTATION, AND REFERRALS

Staff members are directed to utilize the student information system (PowerSchool) for all disciplinary and behavioral documentation and referrals. All discipline referrals must be submitted to the principal or his/her designee via PowerSchool. All student disciplinary documentation is to be kept in the PowerSchool system.

DISPENSING MEDICATION

Employees are not permitted to give any medication to students unless trained under the Medication Aide Act. To ensure the proper care of our students, employees who are asked to take the medication training and administer medications shall do so.

Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the nurse's office; with the exception of students who have a diabetes self-management or asthma self-management plan. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission slips to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel are not to administer medicine, including over the counter medicine, without a signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: student's name, name of medication, dosage needed, and time of dispensing the medication.

DISRUPTED DAY

Use disrupted days for review, special help, or enrichment activities. Disrupted days become wasted days for students only if teachers allow it. Teachers may videotape instruction and other classroom activities to make available to students who were absent or who would like to otherwise review such content.

DISTRICT INSTRUCTIONAL MODEL

The Nebraska Teacher and Principal Performance Standards (NTPPS) and Rubrics provide the basis of an instructional framework for Hemingford Public Schools, which includes focusing on evidence-based instructional strategies to enhance teaching and learning. Teachers are expected to effectively utilize the Nebraska Teacher and Principal Performance Standards and Rubrics as a routine component of their instructional design and delivery.

DUTY HOURS

All teachers are expected to report for duty as determined by their building principal. Currently 7:45 am to 4:00 pm (Teachers will be allowed to leave at 2:15 pm on those Fridays when administration does not schedule professional development). All teachers are to remain on duty during these hours unless otherwise excused by the principal or superintendent. During school hours, no teacher is to leave unless the superintendent or principal have been notified, or arrangements have been made

previously through the superintendent or principal. Under no condition should a teacher leave the room while his/her pupils are in attendance. In case of emergency, send another student to either the superintendent's or principal's office.

EMPLOYEE FAMILY MEMBERS AND VISITORS

Employees are welcome to bring their children to visit their worksite, provided that the visits are infrequent, brief, and planned in a fashion that limits disruption to the workplace and/or staff member responsibilities. Other family members, spouses, significant others, or visitors may be allowed from time to time at the discretion of the administrator/supervisor. If the frequency, length, or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.

Employees are not permitted to bring ill children to work. This guidance is not to be utilized as a backup childcare arrangement. Employees are provided paid time off benefits which should be used for personal reasons or to care for an ill child.

EMPLOYEE BENEFITS ONLINE PLATFORM

As part of a comprehensive benefits package, the district provides access to various elective benefits, including vision insurance, supplemental insurance, emergency transportation insurance, and Section-125 (flex spending) plans. These are available for employees to purchase at group rates through an online benefits platform.

FACULTY MEETINGS

Teachers' meetings will be called by the principal when necessary. Advance notice will be given in time for activity teachers to plan their work in order to attend. The only exception to this will be meetings of an emergency nature.

FORMS, REPORTS, AND RECORDS

The following items need to be supplied to the appropriate office as scheduled.

Superintendent's Office

New or changes on

1. W4's
2. Address
3. Telephone Number
4. Marital Status

Payroll Deductions

1. Annuities
2. Health Insurance Coverage
3. Supplemental Insurance

4. Savings or Investment Plans

NOTE: All of the above are due prior to September 1st.

High School Principal's Office

Daily

1. Attendance at the beginning of each period
2. Daily announcements by the end of the day for the next day's email announcements and reading of announcements
3. Outgoing school business mail to Superintendent's Office
4. Staff Absence Forms
5. Professional development forms

Weekly

1. Student grades entered/updated on the online grade book
2. Travel requests to AD's Office
3. Bus Requests to AD's Office
4. Contests and special events for the calendar to the AD's Office
5. Lesson Plans (format determined by the Principal)

Yearly

1. Grades posted on the online grade book
2. Yearly report which includes complete inventory, classroom maintenance/repair request, and professional growth and development record
3. Curriculum guides/ALL criteria to Curriculum Director for reporting purposes

Elementary Principal's Office

Daily

1. Lunch count
2. Absentee list
3. Announcements
4. Staff Absence Forms
5. Professional development forms

Weekly

- Lesson Plans Lesson Plans (format determined by the Principal)
- Travel requests (field trips, etc.), **immediately after dates and details are confirmed**
- Student grades entered/updated on the online grade book

Yearly

1. Yearly report which includes complete inventory, classroom maintenance/repair request, and professional growth and development record

2. Attendance records
3. Grade books or grade sheets or Grades posted on the online grade book
4. Curriculum guides/**ALL** criteria to Curriculum Director for reporting purposes
5. Supply orders and requests

FUNDRAISERS AND ACTIVITIES ACCOUNTS

In order to ensure that the resources of the community are not strained as a result of multiple fundraisers occurring at simultaneously, all student organization fundraisers (other than the concession stand) must be approved by the organization's sponsor, the activities director, building principal, bookkeeper, and superintendent. When an organization wishes to engage in a fundraising activity the sponsor will need to complete a Fundraiser Request Sheet and submit the form to the Activities Director. Fundraising activities should not begin until the request has been approved by the superintendent. Fundraising activity should be limited to the actual needs of the organization. As a general rule, the concession stand should be a component of the fundraising strategy of student organizations. Food and/or drinks shall not be sold during school hours without annual approval of the building principal and must be in compliance with the school wellness policy.

Cash and checks which are collected are to be accounted for by the sponsor and remitted to the school bookkeeper each business day. All cash and checks must be remitted to the bookkeeper within 24 hours of the completion of any fundraiser.

Funds earned in the name of a school organization belong to the organization rather than to the individual student. When students engage in fundraising as a member of a school organization (such as activities, groups, teams, or clubs) the proceeds from the fundraising shall remain with the organization regardless of the continued participation status of the student in such organization. If organizations are disbanded all funds remaining with the organization will be transferred to the activity travel account.

Senior class funds remaining after graduation expenses are paid may be designated for a specific school project or activity by a majority vote of the senior class. If no project or activity is designated prior to graduation the remaining funds will be transferred to the secondary school account in the activities fund.

GRADES AND REPORT CARDS

Teachers are expected to enter grades into the online grading program in a timely manner. As a general rule grades should be updated at least weekly. Grades should be of a sufficient number to provide meaningful feedback to students and parents regarding learning/performance and to allow students to work toward mastering the learning objectives of the course of study.

Grades are to be a reflection of student understanding of content and skills in each academic area. Grading guidelines will issued from time to time by the superintendent of schools in accordance with policy. Grading practices (including grades for late work and subject-specific grading criteria) are to be approved by the building principal prior to the beginning of each school year. Grading practices should be clearly communicated

to parents and students at the beginning of each school year to promote understanding of student performance as communicated through student grades.

Report cards will be provided at the end of each quarter. The grading system used is as follows:

Kindergarten-Third grade uses the following grading system:

	1--Beginning	**2--Progressing**	**3--Proficient**	**4--Advanced**
K and 1st	Does not meet district standards	Working towards district standards	Meets district standards	Above district standards
2nd and 3rd	Student rarely demonstrates an understanding of the concepts and the application of skills and strategies.	Student occasionally demonstrates an understanding of the concepts and the application of skills and strategies.	Student usually demonstrates an understanding of the concepts and the application of skills and strategies.	Student consistently demonstrates an understanding of the concepts and the application of skills and strategies.

Fourth grade - Seniors will use the Hemingford Public Schools letter grading system as follows:

A+ = 99-100	A = 95-98	A- = 94	Excellent
B+ = 93	B = 88-92	B- = 87	Good
C+ = 86	C = 78-85	C- = 77	Satisfactory
D+ = 76	D = 71-75	D- = 70	Needs Improvement
F = Below 70			Failing – No Credit

Each teacher should define for students the grading procedures to be used in their classes consistent with grading guidelines issued pursuant to Board Policy 611.05.

Parents may ask for a progress report on their child at anytime. No pupil may be penalized for discipline by or through his/her grades.

GUM, FOOD, AND CANDY

While gum is allowed in classrooms, it should be disposed of properly. Candy may be allowed on occasion when it is permitted by the teacher. Certain elementary grades and secondary courses, such as band and choir may restrict the use of gum and candy for safety and equipment reasons. In accordance with the school wellness policy,

gum and candy should be limited as a classroom reward. Staff members interested in having class parties or supplying food need to have that approved by the principal prior to planning the event.

HALL SUPERVISION

Every teacher is expected to step into the hall between classes to help maintain order. Students must be supervised at all times when they are on school premises because of possible accidents and subsequent liability. Teachers are to file all accidents no matter how large or small. Lawsuits can happen several years later. A written record could be great assistance in presenting requested testimony.

HOMEWORK

The purpose of homework is to:

1. Reinforce learning; practice a skill previously taught.
2. Encourage independence, self-discipline, self-direction, and develop productive work habits.
3. Create a school-home bridge by acquainting parents with what the children are learning in school.

Factors bearing consideration:

1. Adequate notice, time, and reminders should be given for long-range projects.
2. Homework should be used for valuable tasks. "Busy work" creates resentment and fosters the idea that schoolwork is meaningless.
3. Assignments should be clearly explained to students, with work beginning at school under the teacher's supervision.
4. Individual student abilities should be considered in determining the amount and nature of homework assignments.

Parents show an interest in the homework assigned to their children. They form opinions of and attitudes toward the school and you as a teacher based on the nature of the homework assigned to their children.

INSTRUCTIONAL AREAS

Each teacher is responsible for the appearance and organization of their assigned classroom, lab, shop, etc. The appearance of the instructional area has an impact on the learning that occurs; therefore each teacher should devote time and energy to developing an attractive, stimulating, and orderly instructional setting. Take pride in your educational setting, as well as your teaching. Be an example for students. When a room is unoccupied, lock and shut doors behind you and shut off lights. ***Teachers are expected to be with their students during the entire period their classes are in session.***

Occasionally teachers are required to share rooms. Upon leaving an area please insure that:

a) materials and equipment are stored properly, b) chairs and desks are properly placed, c) the floor is free of litter. On leaving your room for a length of time or for the day, teachers will turn out all lights, close and lock all windows and close and lock all doors. Teachers using the building after hours must check all lights and doors and see that all students are out of the building. Students are not to be left to close the building. Whenever the facility is being used, there must be a staff person present and directly supervising the students. Do not give your keys to students or any other person. Individuals and organizations wishing to use the school facilities must complete an Application for Facility Use and submit such application to the office for approval.

LESSON PLANS, CLASS ROSTERS, AND SEATING CHARTS

Written lesson plans are required. They are to be completed in a format determined by the principal and submitted to the principal's office before classes resume each Monday. Lesson plans may be required to be prepared collaboratively and/or during common planning time at the discretion of the principal. Lesson plans; class rosters, and seating charts must be easily accessed in the event a substitute needs to cover for a teacher.

LETTERS TO PARENTS

Please have all general letters to parents cleared through the principal before releasing.

MUTUAL RESPECT

The Hemingford Public Schools expects every staff member and student to be treated with respect and dignity.

OBSERVING AND ENFORCING RULES

It is the duty of each teacher to become familiar with the rules, regulations, and policies of the school and to do all that you can at all times to see that they are enforced. Ignorance of the rules does not excuse you.

OUTSIDE RESOURCE PEOPLE

The administration feels that the utilization of outside resource people has the capability to greatly enhance the learning process in the classroom. The building principal shall be made aware of the teacher's plans to bring in an outside speaker, and the principal is authorized to terminate plans to bring in an outside speaker should there be doubt about the visiting speaker's credentials.

The teacher does, however, assume the responsibility for what happens in the classroom whether it is the teacher presenting a lesson or an outside resource person. It is the responsibility of the teacher to exercise mature judgment in the selection of people brought in. The teacher must stand ready to limit any speaker who strays into questionable topics, or when the speaker's veracity seems questionable.

It is suggested that you utilize the following check-list before inviting any person to speak to your class.

1. Is the prospective resource person known to me as one who will present honest factual information? If not, will someone well known to me verify the personal characteristics to me?
2. Will the prospective speaker present the types of information and topics which are appropriate for the maturity level of those in your class.
3. Will the prospective speaker cover material cognate to that currently being pursued in your classroom?

PARENT – TEACHER CONFERENCES

Parent–teacher conferences will be held for the elementary grades and the secondary school twice a year. They are a vital part of the evaluation and public relations program. During this time, many things can be discussed with the parents: test results, daily grades, samples of daily work, the student's strong and weak points, how the parent can help their child improve his/her work, and any problems that may exist.

Although the conferences involve considerable time and work, you will find that they are extremely worthwhile. This short visit with the parents will be of great value to the student, to the parent, and to the teacher.

Individual conferences with parents are encouraged and can be requested by the teacher whenever necessary. It is best to schedule a conference whenever a problem appears or whenever a problem seems about to develop.

PARKING AT THE SCHOOL

In order to provide a safe and invitational atmosphere to parents and visitors, staff members are to refrain from parking in the parking spaces located on the curbcut on the south side of the school. These spaces are to be reserved for parents and other visitors to the school.

PROFESSIONAL COLLABORATION AND PEER COACHING

As professional educators, teachers are expected to engage in collaboration and common planning to support improvement in teaching and learning. As part of district efforts to promote continuously improved professional practice, teachers will be expected to engage in non-evaluatory observations of other teachers and to engage in peer coaching. Engaging in peer coaching and providing feedback enhances the professional dialogue within the school district and provides a growth opportunity for both the teachers who are observing, and those being observed. Building principals will be responsible for determining the number of peer observations and the processes to be used for collaboration and coaching.

PROFESSIONALISM AND CODE OF ETHICS

Professional conduct is expected from all personnel of Hemingford Public Schools. This behavior is reflected in your dress and grooming, relationships with students and parents, and interaction with your peers. A positive school climate is critical to everyone's success. All holders of public school certificates must be familiar with the Standards of Conduct and Ethics as set forth in Title 92, Nebraska Administrative Code, Chapter 27.

PUBLICITY/PUBLICATIONS

Take pride in the school and be proud to tell about the positive elements of the school. Any items to be submitted to local papers or sent home to the parents should be appropriate and approved by the building principal. Any concerns should be presented to the principal in advance. The Secondary Principal shall serve as the editor of all student publications.

PURCHASING

Board Policy on Purchases: **Any employee who purchases supplies or equipment without expressed authorization of the Superintendent shall be personally liable for payment of the bill.** Teachers should make requests for supplies or equipment in sufficient time to allow for economical and wise purchasing.

Class and club sponsors will have responsibility for supplies ordered through their organizations. In many cases, items can be procured through regular school channels more economically. All purchases which are handled through the activity fund should be cleared through the Office of the Superintendent or the Activities Director.

All purchases charged to the school district or to any organization of the school will be accompanied a requisition order approved through the Weblink online requisitioning system. Requisition Orders for a class or organization must be approved by the authorized personnel in the Office of the Superintendent or the Activities Director. No bills will be paid by the Board of Education or from the Activity Fund which have not been authorized.

RADIOS AND OTHER COMMUNICATION DEVICES

In order to facilitate effective and timely communication, employees may be assigned to wear and use a handheld radio or similar communications device while on duty.

RECESS SUPERVISION

Supervision of students at recess or other non-instructional times is an expectation for teachers in the district. When supervising please engage in the practices described in the “Supervision of Students” section of this handbook.

RECORDS MANAGEMENT AND DISPOSITION – LITIGATION HOLDS OF ELECTRONIC MESSAGES

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

SANITATION, HEALTH, AND ROOM MAINTENANCE

Teachers are expected to engage in keeping a sanitary classroom. This includes directing students in the process of regularly sanitizing desks, counters, doorknobs, light switches, and other frequently touched surfaces, according to specific instructions given by the Building Principal or Superintendent, in addition to the regularly scheduled sanitation by the custodial staff.

Teachers may be expected to engage in monitoring student health including taking temperatures, recording health screening data, and reporting any health concerns to the school nurse or other designated individual, according to specific instructions given by the Building Principal or Superintendent.

Teachers are expected to serve as role models in meeting and complying with health practices and guidelines, including those enacted for public health purposes.

Before leaving the classroom each day, close windows, turn out all lights, and lock the room. Elementary teachers, please make sure your air-conditioners are turned off when you leave. When repairs are needed, notify the principal in order for arrangements to be made for the repair.

SAFETY INSTRUCTIONS

All head coaches will conduct a safety lecture in regards to potential dangers that might be incurred by participating in that particular sport. All coaches will instruct participants in their sports in the correct fundamentals of the sport and will not teach fundamentals that have been determined as illegal or unsafe.

All other faculty members who supervise activities or classroom activities where a student could sustain an injury from the activity, will also conduct a class on the dangers and the safety precautions to be used during the activity or classroom sessions.

SCHOOL BOARD POLICIES

School Board policies are made available to the staff and to the public through the school website. Staff are encouraged to become familiar with board policies. Please direct any questions about board policy to the Superintendent. Policies can be accessed at the following link: https://meeting.sparqdata.com/public/Organization/Hemingford

SCHOOL LUNCH

School employees are strongly encouraged to utilize payroll deduction to pay for school lunches purchased by themselves and or members of their family. This ensures convenience for employees and timely payment of lunch bills to the school. Lunches must be paid for in advance. The school will not charge meals to employees or students with negative lunch account balances.

SCHOOL PROCEDURES

Employees are expected to adhere to the following school procedures in the performance of their duties:

1.Use of Cell Phones and Other Electronic Devices. Employees are to refrain from use of personal cell phones for non-school purposes during duty time.

1.a Employees are not to use cell phones or otherwise engage in distracted driving while transporting students or using school vehicles. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies. Employees will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems are to be utilized by all occupants.

1.b Employees are not to use radar detectors, laser detectors, or similar devices while transporting students or using school vehicles.

2. Checking Out of Equipment. All equipment must be checked out through the appropriate office. School equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy or contract.

3. Requisition of Equipment and Supplies. Books and supplies which are needed for instruction should be requested through the appropriate office. Employees shall not make purchases on behalf of the District without prior approval of the Superintendent.

4. E-mail. Use of the District's e-mail system for personal communications should be limited and is subject to the rules governing overall computer usage found in Board policy.

5. Employee Mail Box. Employees may be assigned a mailbox. Employees should check for mail upon arrival, in the course of the work day, if possible, and upon departure. If something requires an answer employees are responsible for responding promptly. Employee mail boxes are to be limited to communicate regarding school business.

STUDENT CONDUCT

A student handbook will be used to familiarize students and parents or guardians with the school's practices and procedures. Students will be given a copy of the handbook, which will explain general regulations and requirements.

Students are expected to act, dress, and conduct themselves in the school building and at school sponsored events, in such a fashion that their behavior and dress will reflect favorably on the individual and on the school, will show consideration to fellow students, and will create a harmonious school atmosphere. All students must

recognize their individual responsibilities and obligations, and discharge them in accordance with the school regulations.

All staff members are responsible for overseeing the conduct of students, both during school hours and at school sponsored events. In each instance in which an employee acts to help a student conduct him/herself properly, emphasis shall be placed upon the growth of the student and the ability to discipline him/herself.

STUDENT PASSES

Teachers should limit the amount of traffic in the hallways during class time. It is a distraction to other classes. Each student that leaves your class must have a pink pass. The student is to go directly to the designated destination and return. Please make an effort to reduce hall wandering. Students absent from your room are your responsibility. Limit restroom and drink privileges to one student leaving the room at a time. Pink passes are required for the students coming to the office for any reason.

SCHOOL KEYS

No key is to be duplicated without the Superintendent's written permission. **DO NOT GIVE YOUR KEYS TO ANY ONE ELSE TO USE.** Prior arrangements must be made if student managers use your keys. Staff members may be required to pay for the cost of lock/key replacement in the event that the staff member's keys are lost, misplaced, or stolen.

SECTION 504 PLANS, IEP PLANS, STUDENT ASSISTANCE TEAM PLANS, DYSLEXIA PLANS, READING INTERVENTION PLANS, AND BEHAVIORAL/HEALTH PLANS

All teachers are responsible for reading and following the educational plans for the students with whom they work. Section 504 Plans, IEP Plans, Student Assistance Team (SAT Team) plans, Dyslexia Plans, Reading Intervention Plans, and Behavioral/Health Plans. State and Federal laws require that Individualized Educational Programs (IEPs), Section 504 Plans, Behavioral Plans, and Health Plans and the modifications/accommodations within such plans be accomplished by both general education and special education teachers. These programs and plans are available for review in their entirety by teachers working with students on any such plan or plans.

SOCIAL ACTIVITIES

The class sponsor shall be responsible for the approval or disapproval and scheduling of the (7-12) social activities of classes and organizations with the scope of the regulations with the final decision resting with the administration.

On Sunday school activities will be limited to only activities which have advanced approval by the principal and only under extenuating circumstances. This includes practice for any activity.

School activities will not be permitted after 5:30 p.m. on Wednesday evening. Buildings must be cleared of students and staff by 6:00 p.m.

SPONSOR/CHAPERONE DUTIES

Most teachers, in addition to their regular assignments, are asked to sponsor a class or organization.

At the first meeting of the year, students in each class or organization should elect officers, and determine projected plans for activities and fundraising activities. Projects must be approved by the principal and scheduled by the activity director to avoid conflicts with other organizations and competition with local businesses. Parliamentary Procedure will be used in all class meetings.

If a project involves the use of the cafeteria and/or kitchen, the head cook must be consulted. If a cook needs to be present at the project, the organizer will be billed for that individual's time. If a janitor is asked to do the cleaning, make prior arrangements and be prepared to pay that individual for the services.

The sponsor is responsible for the financial records for each class or organization. They should review the records with the treasurer of the organization and the district bookkeeper at least once a month.

No students are to be in the building during a project or event unless a sponsor is present. Sponsors should check to see that lights are off and doors locked when they leave. The facilities should be left in a clean condition.

No organization is to meet at the school or any other location for any purpose without prior clearance from the principal. Sponsors are also to be aware that any money earned from fundraisers is to be used to benefit the school or community or for a growth experience. Using the school's name to raise money for a party is prohibited.

STAFF DRESS

Staff members should be conscious of the importance of appropriateness and neatness in dress and grooming. Set a positive example about the importance of school. Dress the part of a professional educator. Business casual attire is appropriate. This includes polos, button down shirts, dress pants, khaki's, etc. The wearing of T-shirts should be limited to promotion of school spirit and messaging that supports educational initiatives and school endorsed educational causes, such as post-secdondary learning promotion, "#BeKind," and "I Love Public Schools" days. Staff attire needs to be compliant with expectations for student dress. Staff Members are permitted to wear jeans on Fridays when they have contributed to the jean scholarship program. Staff members will wear shoes at all times.

STAFF WELLNESS

Hemingford Public School District highly values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle. Staff members are expected to serve as role models for students in the area of wellness. HPS staff members are encouraged to serve as healthy role models for students.

STUDENT BOOKS

Each teacher is responsible for issuing books to students. The number and condition of the book must be recorded in the grade book when issued. New books

must be stamped and numbered before being issued to the student. If a student loses or destroys a textbook, report it to the principal's office immediately.

STUDENT DRESS CODE

The school administration and teachers encourage everyone to behave and dress in a fashion reflecting good taste and in a style appropriate for a school day or school activity. An individual's dress, personal appearance, and cleanliness, like his/her behavior, should reflect sensitivity to and a respect for others.

Student dress and personal appearance that disrupts or distracts from the educational environment of the school, is offensive, in violation of any statute, or is a health or safety hazard is not acceptable and is not permitted.

Examples of inappropriate dress: midriff blouses; low cut blouses; hats; caps; headbands; chains or straps on pants; articles displaying obscene or vulgar writing or symbols; articles displaying tobacco, alcohol, or drug advertisement; jewelry with potentially harmful accessories; any clothing in reference to membership in gangs: bandanna; sagging clothes; or tagging with gang signs or letters. Any type of shorts worn to school will reach to the middle of the thigh. Shoes and socks must be worn.

Teachers will send students to the office, or notify the office, if a student's clothing or dress is questionable. The final decision will rest with the administration.

If students are participating in extra-curricular activities or school-sponsored activities, their dress or appearance will be the responsibility of the coach or sponsors.

STUDENT ERRANDS

Students are not to be sent on errands during the school hours unless by permission of the principal. Students are entrusted to our care, therefore, it is essential that we know where they are at all times. Notify the principal well in advance when you desire to go with your groups during school time on class trips. Students should not be sent to unsupervised areas of the building without staff supervision.

STUDENTS - LEAVING THE ROOM

Teachers should honor excuses for leaving the room, but discourage and guard against leaving too often or unnecessarily. Only one student at a time should be out of the room and they should have a proper hall pass. Unless teachers are careful, some pupils will take advantage and misuse a well meant privilege. Teachers must use their best judgment in cases of illness or emergencies. **It is seldom necessary for a high school pupil to be excused.** Pupils who become ill are to be reported at once to the Principal's office and sent to the nurse. Do not send ill pupils home alone. Students will phone the principal's office upon arrival at home.

STUDENT HANDBOOK

All staff members should be familiar with and know the student handbook, encouraging students to know and follow its guidelines and regulations, too.

SUBSTITUTE TEACHERS

Substitute teachers will be hired by the principals' offices. Teachers are responsible for having a complete substitute teacher folder if required by the principal. Lesson plans, class rosters, and seating charts must be easily accessed in the event a substitute teacher is needed. **PLEASE BE PREPARED FOR YOUR SUBSTITUTE TEACHER**. Sometimes substitutes are difficult to find.

SUPERVISION OF STUDENTS

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the following:

Proper Supervision

1. Report to all duty assignments on time.
2. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
3. Be vigilant while supervising students. **Never leave your students unattended**; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students are doing.
4. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs.
5. Be careful with touching students. Use of corporal punishment is prohibited at Hemingford Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment), and that which professional educators determine appropriate for purposes of proper student relationships.
6. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to the administration.

Proper Instructions

1. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.

2. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
3. When you go over safety rules with students, note it in your written records (e.g., your lesson plan book or daily reports).
4. Review playground and classroom safety rules with students at least once each semester, and note when you do it in your written records. Also, if any students are absent when you review the rules; contact the student(s) to review the same information and also note that contact in your written records.

Contact the Principal for Assistance

The principal should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

1. Student fight
2. Student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
3. Reported incident or a suspicion that a student has a weapon or other dangerous item(s), drugs, alcohol, or other illegal substances
4. Presence of an intruder (a non-student or non-staff member who refuses to go to the office)

Student Searches

School staff members should notify the school principal of any situation in which a student is suspected of having an item in violation of school rules. Teachers are not to conduct searches of students or their belongings unless authorized to do so for a specific situation by the school administration.

Student Rights

Students should be treated fairly and given the same treatment without consideration ofrace, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

TEACHERS' WORKROOM

The work room is to be kept as neat as possible. Avoid discussing individual students in the teacher's workroom. Additionally, ensure that communications in the teacher's work room are positive and conducive to a productive and effective school climate. Parents and community members often form impressions of our schools based upon the professionalism exhibited in the school offices and in the teachers' workroom and teachers' break room. Your assistance in this is greatly appreciated.

TEACHER WEBSITES

Each teacher is authorized to maintain a webpage containing grade-appropriate and relevant information such as contact information, professional profile information (with qualifications and degree(s) held), grading procedures, upcoming coursework, a list of class rules or course syllabus, and other information of educational value. Posting of student information, student work, and images of students must be approved through the school principal and must be in accordance with board policy and any state and federal regulations.

TELEPHONE

Teachers are welcome to use the school telephone. The school telephones are not to be used for personal long distance calls. School telephones are tax exempt and are to be used for official school business only. Teachers **will not** be called to the telephone during class time except in case of emergency.

VIDEOS

Although there are times when it is appropriate to use videos in the classroom, teachers must make sound educational decisions when showing videos to students. Teachers are expected to follow these basic guidelines:

- The teacher has viewed the material in advance and in its entirety.
- The material is related to the curriculum; teacher has articulated in the lesson plan the educational purpose for showing the film or video.
- The material is appropriate for the age of the students (including the movie rating, e.g., no “R-Rated videos.”
- Written parental consent when the content or age appropriateness is unclear or undetermined.
- Comparable learning opportunities will be given to students when parents do not want their children to see a film or video.

VIDEO SURVEILLANCE

The Board of Education has authorized the use of video cameras on Hemingford School District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property; and to safeguard District facilities and equipment and to further the educational process. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies. Teachers may videotape instruction and other classroom activities to make available to students who were absent or who would like to otherwise review such content.

VISITORS

All visitors are to be directed to the principal's office. This is for the preservation of classroom order as well as to protect students and staff.

Parental interest and concern should be welcomed. However, if a visitation becomes hostile, another teacher or an administrator should be present. Be prepared to support any issues you discuss with parents with sufficient documentation. Students and school employees are not to open any doors for non-school personnel, as visitors must enter through the main doors to the building and check-in at the office. School employees have the responsibility and the right to question visitors in the building.

WORK AREA SAFETY AND ACCIDENT REPORTING

All employees share in the responsibility for maintaining a safe and healthy school environment. All staff members, more specifically, the teaching staff shall avail themselves of every possible opportunity to instruct students in the safe use and handling of any school property or equipment that could cause injury to students or school personnel. Any unsafe or unhealthy conditions in the immediate work area, building, or on the school campus should be reported immediately to the school principal. In the event of an accident to an employee, student, or visitor, the safety and care of the injured individual should be of primary concern. A written report of the incident should be made to the principal within 24 hours, if not sooner. An incident which requires the attention of medical personnel and any other incident deemed important by the principal, should be reported to the superintendent of schools.

EYE AND FACE PROTECTIVE DEVICES

Instructors or sponsors of groups using laboratories, including science, art or shop areas will be responsible for seeing that individuals or groups working with the following materials or in the following areas will wear the appropriate eye and/or face protection or other protective gear deemed appropriate:

(1) Every student and teacher in schools or other educational institutions shall be required to wear appropriate industrial-quality eye protective devices at all times while participating in or observing the following courses of instruction:

(a) Vocational, technical, industrial arts, chemical, or chemical-physical, involving exposure to:

(i) Hot molten metals or other molten materials;
(ii) Milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials;
(iii) Heat treatment, tempering, or kiln firing of any metal or other materials;
(iv) Gas or electric arc welding or other forms of welding processes;
(v) Repair or servicing of any vehicle; or
(vi) Caustic or explosive materials; and

(b) Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards not enumerated.

Such devices shall be furnished by the school or educational institution for all students, teachers, and visitors to shops and laboratories of such institutions. Teachers are directed to ensure that the proper devices are available and in use prior to any instruction or observation.

(2) For purposes of this section, unless the context otherwise requires, industrial-quality eye protective devices means devices which meet the standard of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z 87.1(1979) as approved by the American National Standards Institute, Inc.

"WORK FROM HOME" EXPECTATIONS

In the event work from home is needed, (such as during a pandemic or due to other circumstances, the district may employ personnel in work from home. It is essential that remote staff members understand the District's expectations for those staff members while they are "on duty." When work from home is authorized, the following expectations apply to all staff members working remotely during the workday and during working hours:

1. If a staff member will appear via videoconference (such as Zoom), the staff member must be dressed professionally and in the same manner expected as if the staff member reported to work in-person. A staff member appearing by videoconference is expected to minimize background noise (such as a dog barking) that may interfere with the communication, and be in a professional setting (such as at a table or in a home office—not in bed).
2. Staff members should respond promptly to school-related communications. "Promptly" will depend on the context but, as a general matter, staff members who are not teachers will be expected to respond to phone calls within 15 minutes of receiving such calls. Teachers who receive a phone call or other school-related communication (such as an email) will be expected to respond after their teaching assignments, but not later than the end of the workday. We understand that staff members may be engaged during the workday with webinars, teaching, holding office hours, talking with colleagues or parents, and so forth. As such, each staff member's situation will depend on the circumstances. However, generally, all staff members (including teachers) are expected to be checking their phone and email during the workday and responding in a timely manner. The intent of this rule is to ensure that no staff member who is being paid during working hours is misusing worktime by not working.
3. During working hours, all staff members are bound by the same computer and Internet expectations as if they were in the physical classroom. This expectation includes not watching shows or movies, shopping for personal items, browsing social media, and so forth. Staff members who use District-owned devices may be subject to a search of their Internet browsing history. Staff members' District-owned email accounts may also be searched. We would

prefer not to have to use these options, so please use work time for work purposes only.

4. All staff members continue to be bound by the applicable professional boundaries policy and/or rules. Staff members will not communicate directly with students via texting, social media or one-on-one video conference sessions, unless the staff member has received approval in advance from a school administrator.

5. Hourly staff members must keep track of their work time. Hourly staff members must receive prior approval from their immediate supervisor before working overtime. The District may review each hourly staff member's Internet browsing history and/or email history to determine whether a staff member was working during their claimed work time. Hourly staff members must keep current a detailed log of the time they spent on work-related items and the time that they spent working on such items.

6. All staff members must communicate in a professional manner. Although much communication may be accomplished via electronic means, all staff members need to remember that communications should be professional and avoid inappropriate or vulgar language.

7. Staff members should refrain from communicating with each other about non-school business during the workday. For instance, calling or emailing other staff members during worktime to gossip is not an appropriate use of the workday.

8. Staff members should coordinate with their immediate supervisor on clock-in/clock-out procedures so that your immediate supervisor ensures that you are working that workday. If you need to miss work during a workday, you must contact your immediate supervisor as soon as practicable.

9. Each staff member's duty hours will be determined by each staff member's immediate supervisor. As a result, staff members are expected to maintain regular communication with their immediate supervisor about the upcoming workweek.

10. Staff members will comply with the recommendations of the Instructional Technology Coordinator with regards to secure technology arrangements.

11. Staff members are expected to follow all other directives from their supervisors in a positive and professional manner.

12. A staff member who repeatedly violates these expectations may be subject to discipline.

13. All other provisions of board policy and the staff handbook remain in effect.

If a staff member has any questions or needs clarification, they should contact their supervisor in advance for clarification. Please know that these expectations are subject to change and may be modified by the Superintendent or Superintendent's designee.

SELECTED BOARD POLICIES

EMPLOYEE GRIEVANCES - 0402.05

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel. This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties.

It will be incumbent upon all district employees to follow these procedures to settle their grievances. Within this general framework the following specific purposes are to be served by this grievance procedure:

1. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affects him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Nothing in this policy shall contradict the requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board.

Cross Reference: 301.04 Communication Channels

STAFF CONDUCT WITH STUDENTS - 0402.15

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers. The term “students” excludes a staff member’s immediate family members.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct

Examples of unacceptable conduct by staff members include but are not limited to the following:

- Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;

- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;

- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;

- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;

· Sending students on personal errands;

· Sexual banter, allusions, jokes, or innuendos with students;

· Asking a student to keep a secret;

· Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;

· Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and

· Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.

· Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;

· Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business);

· Exchanging personal gifts (beyond the customary student teacher gifts); and/or

· Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

This policy shall be included in future employee, student and volunteer handbooks.

Appendix A

406.08R - Growth and Evaluation Procedures

Purpose and Scope

The purpose of this regulation is to outline the procedures for the evaluation of certificated employees, ensuring consistency, fairness, and a focus on continuous improvement. This regulation supports the district's commitment to high standards of classroom organization and management, instructional performance, professional conduct, and personal conduct among its staff.

Goals and Annual Plan for Growth

All teachers, educational specialists, principals, and administrators are required to develop goals and a plan for growth annually. Ideally, this process will involve reflecting on student performance data, aligning practice with the Nebraska Teacher and Principal Performance Standards and Self-Reflection Rubrics, or other areas of opportunities for personal and professional growth. The sole intent of this part of this process is to improve individual effectiveness.

Formal Evaluation

Written Criteria: The formal evaluation forms shall be documented in writing and made available to all certificated employees.

Observation: Each formal evaluation process shall include an observation of the teacher for a full instructional period.

Evaluation Discussion: The formal evaluation process shall include observation of the teacher for a full instructional period (at least 40 minutes), a meeting between the evaluator and the certificated employee to discuss the educator's performance and future areas of growth.

Documentation: The formal evaluation shall be completed by the evaluator, signed by the certificated employee, and transmitted to the superintendent to be filed in the certificated employee's personnel file. The documentation shall specify all noted deficiencies, include specific means for the correction of the noted deficiency, and provide an adequate timeline for implementing the concrete suggestions for improvement.

Teacher Response: The teacher shall be allowed to offer a written response to the evaluation within 7 days of the evaluation discussion.

Frequency of Evaluation: New and probationary certificated employees shall be evaluated at least once each semester in their first three years. This evaluation procedure will include at least one classroom observation for one full instructional period each semester.
Non-probationary certificated employees will be evaluated formally at least once every three years. The evaluation shall include at least one classroom observation for one full instructional period. Principals will annually establish and publish to the teachers a list of observations/evaluations to be completed each year.

Evaluation Components

The evaluation process will assess, at a minimum, the following areas:

- Instructional Performance
- Classroom Organization and Management
- Professional Conduct and Personal Conduct

Nebraska Teacher and Principal Performance Standards and Rubrics

The evaluation forms will utilize the Nebraska Teacher and Principal Performance Standards and Rubrics as a framework. The Nebraska Teacher and Principal Performance Standards and Rubrics provide the basis of an instructional framework for our school which includes focusing on evidence-based instructional strategies to enhance teaching and learning.

Evaluators will be trained to use these standards and rubrics to ensure evaluations are consistent, objective, and supportive of professional growth. Evaluators will be trained annually by the Superintendent or his/her designee.

Proficiency Identification:

Proficiency determinations in each standard shall be rated by the evaluator at one of the following levels: Highly Effective, Effective, Developing, and Ineffective.

- Ratings of Highly Effective shall be considered exemplary.
- Ratings of “Effective” shall be considered to meet the district standard of proficiency for educators.
- Ratings of “Developing” shall be considered to be working toward the district standard of proficiency for educators.
- Ratings of “Ineffective” shall be considered to be below the district standard of proficiency for educators.

Improvement and Deficiency Identification and Correction

Ratings of “Ineffective” are considered to be below the district's standard of proficiency and will require recommendations for correction of deficiencies and plans for correction of those deficiencies.

- A Plan of Assistance is required for Teachers/Educational Specialists who receive a rating of “Ineffective” on any of the Standards covered by the evaluation.

An adequate timeline for implementing the concrete suggestions for improvement shall be established within each Plan for Improvement or Plan of Assistance.

Ratings of “Developing” are considered to be working toward the district standard of proficiency and may require additional goals and plans for growth in addition to the annual goals.

Classroom Walkthroughs and Differentiated Supervision

Classroom Walkthroughs: The use of classroom walkthroughs is authorized as part of the evaluation process to gather data on instructional performance and classroom management. The nature and focus of walkthroughs will necessarily change from time to time based on changing district and building initiatives, the expertise of teachers, and

Differentiated Supervision: Supervision may be differentiated based on the expertise and experience of the teachers, allowing for more targeted and effective evaluation and support.

Ongoing Informal Evaluation: This regulation supports and does not preclude the ongoing informal evaluation of the certificated employee’s skills, abilities, and competence.

Approved:
Reviewed:
Revised:

Hemingford Public Schools
Goals and Plan for Growth

Educator Name: Building/Position:

School Year: Evaluator:

All teachers, educational specialists, principals, and administrators are required to develop goals and a plan for growth annually. These goals may be set based on reflecting on student performance data, alignment of practice to the Nebraska Teacher and Principal Performance Standards and Self-Reflection Rubrics, or other areas of opportunities for personal and professional growth. The sole intent of this process is to improve individual effectiveness.

An additional or supplementary plan may also be implemented for educators who receive a rating of "Developing" on any of the Standards covered by their evaluation. A plan may also be implemented in response to other performance concerns.

Additional information about the *Nebraska Teacher and Principal Performance Standards and self-reflection rubrics* can be found at https://www.education.ne.gov/EducatorEffectiveness.

Standard(s) identified for growth based on self-reflection and/or consultation with the evaluator.	**Goals: Opportunities or Strategies for Growth**	**Assistance and/or Resources Requested (if appropriate)**	**Timeline for Growth**

My signature verifies that we have discussed goals and plans for growth.

Educator Signature:_____ Date:____/____/_____

Evaluator Signature:_____ Date:____/____/_____

Hemingford Public Schools
Teacher/Educational Specialist Evaluation

Educator Name: Grade/Subject:

School Year: Evaluator:

Additional information about the *Nebraska Teacher and Principal Performance Standards* can be found at https://www.education.ne.gov/EducatorEffectiveness.

STANDARD: (1) Planning and Preparation. The teacher plans using district and state content standards, district-supported curriculum, instructional materials, and strategies, evidence-based resources, data, and community context to address the needs of each student in achieving rigorous learning goals.	
Evaluator	Description
Highly Effective ☐	The teacher demonstrates a comprehensive knowledge of content, pedagogy, students, community context, and standards, and purposefully and consistently leads efforts to develop, test, model, or promote processes that support the growth of individual student learning, development, and achievement.
Effective ☐	The teacher consistently integrates knowledge of content, pedagogy, students, community context, and standards with the established curriculum to develop coherent and rigorous units, lessons, and activities that support the growth of individual student learning, development, and achievement.
Developing ☐	The teacher demonstrates a limited knowledge of content, pedagogy, students, community context, and standards, but consistently seeks necessary resources to build on experiences to integrate them with the established curriculum to develop units, lessons, and learning activities.
Ineffective ☐	The teacher displays a very limited knowledge of content, pedagogy, students, community context, or standards, and/or fails to develop coherent and rigorous units, lessons, and learning activities.
Comments:	
Click here to enter text	

STANDARD: (2) Classroom Organization and Management (The Learning Environment). The teacher creates and maintains a learning environment that promotes student engagement and fosters positive relationships, inclusivity, social and emotional development, and academic growth and achievement.	
Evaluator	Description
Highly Effective ☐	The teacher creates and maintains an exceptional learning environment and purposefully and consistently leads efforts to develop, test, model, or promote processes that foster positive relationships, inclusivity, social and emotional development, student engagement, and academic growth and achievement.
Effective ☐	The teacher consistently creates and maintains an effective learning environment that fosters positive relationships, inclusivity, social and emotional development, student engagement, and academic growth and achievement.
Developing ☐	The teacher struggles to create and maintain an effective learning environment but consistently seeks necessary resources to gain experience in building positive relationships, inclusivity, social and emotional development, student engagement, and academic growth and achievement.
Ineffective ☐	The teacher fails to create and/or maintain a learning environment that promotes positive relationships, inclusivity, social and emotional development, student engagement, and academic growth and achievement.
Comments:	
Click here to enter text	

STANDARD: (3) Instructional Performance and Instructional Strategies. The teacher implements evidence-based, district-supported instructional strategies to ensure student growth and achievement.	
Evaluator	Description
Highly Effective ☐	The teacher uses highly effective and evidence-based instructional strategies and purposefully and consistently leads efforts to develop, test, model, or promote processes that result in continuous growth in learning for each student.
Effective ☐	The teacher consistently uses effective and evidence-based instructional strategies that result in continuous growth in learning for each student.
Developing ☐	The teacher demonstrates limited knowledge of effective and evidence-based instructional strategies but consistently seeks necessary resources to gain experience in creating and utilizing strategies that result in continuous growth in learning for each student.
Ineffective ☐	The teacher displays a very limited knowledge of effective and evidence-based instructional strategies and/or fails to utilize them to ensure continuous growth in learning for each student.
Comments:	
Click here to enter text	

STANDARD: (4) Assessment. The teacher systematically uses a balanced assessment system that includes formative, interim, and summative assessments to measure student progress and to inform ongoing planning, instruction, and reporting.	
Evaluator	Description
Highly Effective ☐	The teacher effectively creates and uses multiple methods of formative, interim, and summative assessments to measure student progress, and purposefully and consistently leads efforts to develop, test, model, or promote processes that foster disaggregation of data for use in planning, preparing for instruction, and reporting.
Effective ☐	The teacher consistently develops and uses multiple methods of effective formative, interim, and summative assessments to measure student progress and disaggregates data for use in planning, preparing for instruction, and reporting.
Developing ☐	The teacher demonstrates limited knowledge of the various methods of assessment, but consistently seeks necessary resources to gain experience in creating and utilizing effective formative, interim, and summative assessments to measure student progress.
Ineffective ☐	The teacher displays a very limited knowledge of effective assessment strategies, and/or fails to utilize them to measure student progress.
Comments:	
Click here to enter text	

STANDARD: (5) Personal and Professional Conduct. The teacher exhibits a commitment to personal conduct and professional ethics and the school's vision, mission and goals, participates in professional growth opportunities to support student and self-learning, and contributes to the profession.	
Evaluator	Description
Highly Effective ☐	The teacher demonstrates a commitment to high levels of personal and professional conduct and practice and purposefully and consistently leads efforts to develop, test, model, or promote processes to support student and self-learning as a member of the professional community.
Effective ☐	The teacher consistently demonstrates a commitment to personal and professional conduct and practice to support student and self-learning as a member of the professional community.
Developing ☐	The teacher inconsistently demonstrates the level of personal and professional conduct and practice necessary for a member of this professional community, but consistently seeks necessary resources to gain experience in practices that support student and self-learning.
Ineffective ☐	The teacher fails to demonstrate the level of personal and professional conduct and practice necessary for a member of this professional community.
Comments:	
Click here to enter text	

STANDARD: (6) Classroom Presence and Academic Engagement. The teacher actively engages with students, maintains high academic expectations, and fosters a collaborative and inclusive learning environment. *(HPS local district standard.)*	
Evaluator	Description
Highly Effective ☐	The teacher consistently demonstrates a strong presence in the classroom, engaging students in meaningful and academically focused lessons. The teacher maintains high and consistent academic expectations, ensuring students are engaged from the beginning to the end of each period, week, quarter, and school year. The teacher fosters a highly collaborative and inclusive environment, provides numerous opportunities for students to learn with timely formative feedback for students, and proactively adjusts instruction to support diverse learning styles.
Effective ☐	The teacher regularly engages with students, maintaining solid academic expectations and a strong classroom presence. The teacher ensures students are engaged throughout instructional periods and fosters a collaborative and inclusive environment, providing numerous opportunities for students to learn with timely formative feedback and adjusting instruction as needed to meet student needs.
Developing ☐	The teacher demonstrates occasional engagement with students and a presence in the classroom but lacks consistency. The teacher makes efforts to maintain academic expectations and foster collaboration and inclusivity. The teacher needs to improve responsiveness to student needs, provide additional opportunities for students to learn, improve timeliness and helpfulness of formative feedback for students, and ability to make instructional adjustments.
Ineffective ☐	The teacher fails to engage with students and lacks a strong presence in the classroom. The teacher does not maintain high academic expectations or foster a collaborative and inclusive learning environment. The teacher fails to provide multiple opportunities for students to learn. The teacher does not provide timely or helpful feedback for students.
Comments:	
Click here to enter text	

STANDARD: (7) Accessibility, Relationship Building, and Professional Growth. The teacher is accessible to students and parents, builds strong relationships, and engages in continuous professional growth through reflection, mentoring, and collaboration. *(HPS local district standard.)*	
Evaluator	Description
Highly Effective ☐	The teacher is highly accessible to both students and parents, building strong, trusting relationships. The teacher consistently engages in active listening, provides support, and creates a classroom atmosphere where students feel valued and heard. The teacher effectively mediates conflicts, balances discipline with opportunities for growth, and engages in end-of-year reflections to improve instructional practices. The teacher actively participates in mentoring, collaboration, and contributes significantly to the school and educational community.
Effective ☐	The teacher is accessible to students and parents and has developed good relationships. The teacher engages in active listening, provides support, and creates a positive classroom atmosphere. The teacher mediates conflicts effectively, balances discipline with growth opportunities, and participates in end-of-year reflections and professional growth activities, including mentoring and collaboration.
Developing ☐	The teacher demonstrates some level of accessibility and relationship building but needs improvement. The teacher engages in listening and provides support but needs to strengthen his/her approach to conflict mediation, balancing discipline with growth opportunities, and engaging in end-of-year reflections and professional growth activities.
Ineffective ☐	The teacher is not accessible to students or parents and fails to build strong relationships. The teacher does not engage in active listening, provide support, or create a positive classroom atmosphere. The teacher does not effectively mediate conflicts, balance discipline with growth opportunities, or engage in end-of-year reflections and professional growth activities.
Comments:	
Click here to enter text	

Evaluator's Summary Comments:
Areas of Strength
Click here to enter text
Areas of Development
Click here to enter text

Plan of Improvement or Plan of Assistance (Only if Needed)

A Plan for Improvement is required for Teachers/Educational Specialists who receive a rating of "Developing" on any of the Standards covered by this evaluation. A Plan of Assistance is required for Teachers/Educational Specialists who receive a rating of "Ineffective" on any of the Standards covered by this evaluation.

- ☐ Plan for Improvement (Attached if Applicable)
- ☐ Plan of Assistance (Attached if Applicable)

Signature Page

My signature verifies that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing regarding this evaluation within 7 days of receipt.

Educator Signature:_____ Date:____/____/_____

Evaluator Signature:_____ Date:____/____/_____

Hemingford Public Schools
Plan of Assistance

Educator Name: Building/Position:

School Year: Evaluator:

A Plan of Assistance is required for Teachers/Educational Specialists or Principals or Administrators who receive a rating of "Ineffective" on any of the Standards covered by their evaluation and may also be implemented in response to other concerns about the performance of the educator.

Additional information about the *Nebraska Teacher and Principal Performance Standards* can be found at https://www.education.ne.gov/EducatorEffectiveness.

Standard Rated as "Ineffective" (or Other Areas of Concern)	Performance Deficiencies Leading to "Ineffective" Rating	Recommendations to Correct Deficiencies	Assistance and Resources to be Provided (if appropriate)	Timeline for Correction of Deficiencies

At the discretion of the evaluator, an assistance team may be appointed to provide resources and expertise to the educator. If such a team is used, list the members of the Assistance Team below:

Team Member	Position	Area of Expertise	Time/Schedule of Availability to Educator

My signature verifies that this Plan of Assistance has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing regarding this evaluation within 7 days of receipt.

Educator Signature:_____ Date:____/____/_____

Evaluator Signature:_____ Date:____/____/_____

Hemingford Public Schools
Plan for Improvement

Educator Name: Building/Position:

School Year: Evaluator:

A Plan for Improvement is required for Teachers/Educational Specialists or Principals or Administrators who receive a rating of "Developing" on any of the Standards covered by their evaluation and may also be implemented in response to other concerns about the performance of the educator.

Additional information about the *Nebraska Teacher and Principal Performance Standards* can be found at https://www.education.ne.gov/EducatorEffectiveness.

Standard Rated as "Developing" (or Other Areas of Concern)	Rationale for Rating	Recommendations for Improvement	Assistance and Resources to be Provided (if appropriate)	Timeline for Improvement

My signature verifies that this Plan for Improvement has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond in writing regarding this evaluation within 7 days of receipt.

Educator Signature:_____ Date:____/____/_____

Evaluator Signature:_____ Date:____/____/_____

Hemingford Public Schools
Principal or Administrator Evaluation

Educator Name: Building/Position:

School Year: Evaluator:

Additional information about the *Nebraska Teacher and Principal Performance Standards* can be found at https://www.education.ne.gov/EducatorEffectiveness.

STANDARD: (1) Vision for Learning. The principal, as an instructional leader, embodies and inspires all members of the educational community to collectively embrace and actualize the shared vision, mission, and goals of the school and district for high-quality teaching and learning that results in improved student achievement, reduction of opportunity gaps, and enhanced student and staff well-being.	
Evaluator	Description
Highly Effective ☐	The principal leads the educational community with a systems approach to instruction, investing in building an environment of collective efficacy and commitment to vision, resulting in improved student academic achievement and the enhanced well-being of staff, students, and self.
Effective ☐	The principal utilizes a systems approach to instruction, establishing an environment with a commitment to vision, improved student academic achievement, and the enhanced well-being of staff, students, and self.
Developing ☐	The principal demonstrates a lack of systems leadership to create an approach to instruction that improves student achievement and the well-being of staff, students, and self, but seeks necessary resources to build on experiences to develop as a leader to create an environment of collective efficacy and commitment to vision.
Ineffective ☐	The principal fails to engage the educational community in shaping a commitment to vision designed to result in improved student achievement and the well-being of staff, students, and self.
Comments:	
Click here to enter text	

STANDARD: (2) Continuous Improvement. The principal, as an instructional leader, leads a continuous improvement process that results in improved student growth and achievement, enhanced student and staff well-being, and greater school effectiveness.	
Evaluator	Description
Highly Effective ☐	The principal leads the educational community with a systems approach to continuous school improvement, to sustain an environment of collective efficacy, contributing to effective instruction, improved student academic achievement and the enhanced well-being of staff, students, and self.
Effective ☐	The principal utilizes a systems approach to continuous school improvement, establishing an environment with a commitment to vision, improved student academic achievement, and the enhanced well-being of staff, students, and self.
Developing ☐	The principal demonstrates a lack of systems leadership to create an approach to continuous school improvement that improves student achievement and the well-being of staff, students, and self, but seeks necessary resources to build on experiences to develop as a leader to create an environment of collective efficacy and a systems approach to continuous school improvement.
Ineffective ☐	The principal fails to engage the educational community in a continuous school improvement process designed to result in a systemic approach to instruction, improved student achievement, and the well-being of staff, students, and self.
Comments:	
Click here to enter text	

STANDARD: (3) Staff Support and Development. The principal, as an instructional leader, develops and supports the professional capacity and practice of personnel to maximize student learning opportunities and outcomes that align with district and state content standards and the school's vision, mission, and goals.	
Evaluator	Description
Highly Effective ☐	The principal leads the educational community with a systems approach to instruction, investing in staff, students, and self to sustain an environment of collective efficacy for innovative personnel practices that result in the recruitment, selection, development, support, and retention of high-quality personnel.
Effective ☐	The principal utilizes a systems approach to instruction, establishing an environment for innovative personnel practices that result in the recruitment, selection, development, support, and retention of high-quality personnel.
Developing ☐	The principal demonstrates a lack of systems leadership for creating a systemic approach to instruction by investing in staff and self, but consistently seeks necessary resources to build on experiences to develop as a leader to impact the recruitment, selection, development, support, and retention of high-quality personnel.
Ineffective ☐	The principal fails to engage the school community in a process designed to impact the recruitment, selection, development, support, and retention of high-quality personnel.
Comments:	
Click here to enter text	

STANDARD: (4) Operations and Management. The principal manages the organization, operations, and resources of the school to provide a safe, efficient, and effective learning environment for all students and staff.	
Evaluator	Description
Highly Effective ☐	The principal leads the educational community with a systems approach to instruction, investing in staff, students, and self to sustain an environment of collective efficacy for a safe, efficient, and effective learning environment, resulting in improved student academic achievement and the enhanced well-being of staff, students, and self.
Effective ☐	The principal utilizes a systems approach to instruction, establishing a safe, efficient, and effective learning environment, resulting in improved student academic achievement and the enhanced well-being of staff, students, and self.
Developing ☐	The principal demonstrates a lack of systems leadership to impact student achievement and the well-being of staff, students, and self, but consistently seeks necessary resources to build on experiences to develop as a leader to create an environment of collective efficacy for a safe, efficient, and effective learning environment.
Ineffective ☐	The principal fails to manage the organization, operations, and resources of the school, resulting in a school that has an unsafe, inefficient, or ineffective learning environment.
Comments:	
Click here to enter text	

STANDARD: (5) Culture of Learning. The principal, as an instructional leader, cultivates and nurtures an inclusive, caring, and supportive learning environment that promotes the academic success and well-being of each member of the educational community.	
Evaluator	Description
Highly Effective ☐	The principal leads the educational community with a systems approach to instruction, investing in staff, students, and self to sustain an environment of collective efficacy for culturally responsive practices, resulting in improved student academic achievement and the enhanced well-being of staff, students, and self.
Effective ☐	The principal utilizes a systems approach to instruction, establishing an environment of culturally responsive practices, resulting in improved student academic achievement and the enhanced well-being of staff, students, and self.
Developing ☐	The principal demonstrates a lack of systems leadership to create an approach to instruction that improves student achievement and the well-being of staff, students, and self, but seeks necessary resources to build on experiences to develop as a leader to create an environment of collective efficacy for culturally responsive practices.
Ineffective ☐	The principal fails to engage the school community in culturally responsive practices designed to result in improved student achievement and the well-being of staff, students, and self.
Comments:	
Click here to enter text	

STANDARD: (6) Personal and Professional Conduct and Professional Ethics and Advocacy. The principal, as an instructional leader, exhibits a high level of professional ethics and advocates for policies of equity and excellence in support of the vision, mission, and goals of the school.	
Evaluator	Description
Highly Effective ☐	The principal leads the educational community with a systems approach to instruction, investing in staff, students, and self to advocate for policies of equity that result in sustained collective efficacy for improved student academic achievement and the enhanced well-being of staff, students, and self.
Effective ☐	The principal utilizes a systems approach to instruction, investing in staff, students, and self to advocate for policies of equity that result in improved student academic achievement and the enhanced well-being of staff, student, and self.
Developing ☐	The principal demonstrates a lack of systems leadership to create an approach to instruction that improves student achievement and the well-being of staff, students, and self, but seeks necessary resources to build on experiences to develop as a leader to create an environment of collective efficacy and the advocacy for policies of equity.
Ineffective ☐	The principal fails to advocate for policies of equity designed to result in improved student achievement and the well-being of staff, students, and self.
Comments:	
Click here to enter text	

STANDARD: (7) Engagement and Collaboration in Educational Environments. The principal actively engages with teachers, students, and parents to foster a collaborative and supportive educational environment, ensuring presence in classrooms and promoting a culture of continuous improvement. *(HPS local district standard.)*	
Evaluator	Description
Highly Effective ☐	The principal frequently visits classrooms, engages in meaningful conversations with teachers and students, and demonstrates a deep understanding of classroom activities. The principal fosters a culture of collaboration, actively involving teachers in decision-making processes and working together to enhance instructional practices.
Effective ☐	The principal regularly visits classrooms, engages with teachers and students, and has a good understanding of classroom dynamics. The principal promotes collaboration and involve teachers in discussions about instructional improvement, contributing positively to the school's educational environment.
Developing ☐	The principal occasionally visits classrooms and engages with teachers and students but lacks consistent involvement. The principal makes efforts to collaborate with teachers but needs to strengthen his/her engagement to create a more cohesive and collaborative educational environment.
Ineffective ☐	The principal rarely visits classrooms or engages with teachers and students. The principal fails to promote collaboration and does not involve teachers in discussions about instructional practices, leading to a lack of cohesion and support within the educational environment.
Comments:	
Click here to enter text	

STANDARD: (8) Building Trust and Positive Relationships. The principal establishes and maintains strong relationships with teachers, students, and parents, fostering a high level of trust and promoting a supportive and inclusive school culture. *(HPS local district standard.)*	
Evaluator	Description
Highly Effective ☐	The principal has established strong, trusting relationships with teachers, students, and parents. The principal is highly accessible, engages in active listening, and effectively mediates conflicts. The principal demonstrates deep care for students, balancing discipline with opportunities for growth, and consistently provides support and positive interactions.
Effective ☐	The principal has developed good relationships with teachers, students, and parents. The principal is accessible and listens actively, helping to resolve conflicts effectively. The principal shows care for students, balancing discipline with opportunities for growth, and provides support through positive interactions.
Developing ☐	The principal has established some relationships with teachers, students, and parents but needs to strengthen trust and accessibility. The principal listens and mediates conflicts but requires improvement in balancing discipline with opportunities for growth and in providing consistent support.
Ineffective ☐	The principal has poor relationships with teachers, students, and parents, lacks accessibility, and fails to engage in active listening. The principal is ineffective in mediating conflicts and does not balance discipline with opportunities for growth, leading to a lack of trust and support within the school community.
Comments:	
Click here to enter text	

Evaluator's Summary Comments:
Areas of Strength
Click here to enter text
Areas of Development
Click here to enter text

Plan of Improvement or Plan of Assistance (Only if Needed)

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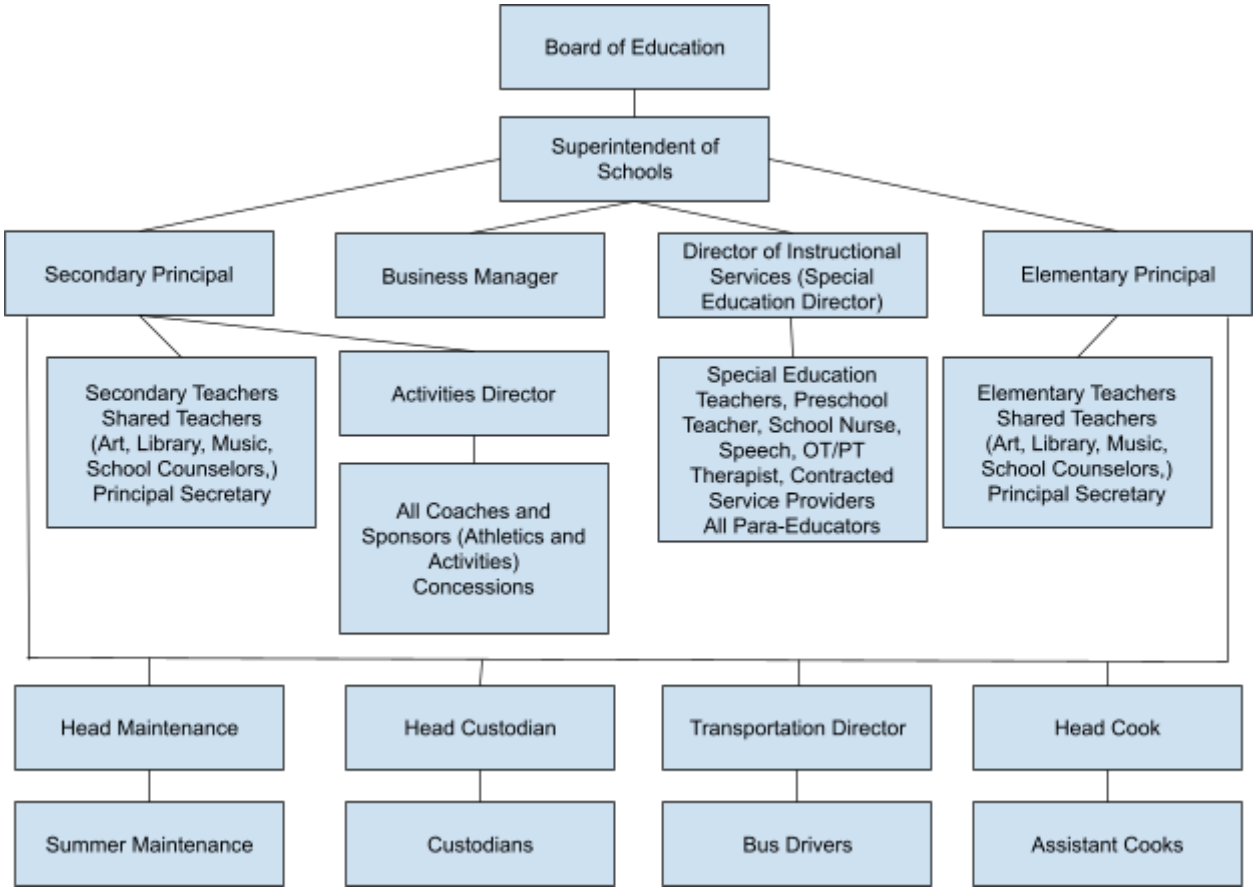
Evaluator Signature:_____ Date:____/____/_____

APPENDIX B: CHAIN OF COMMAND, CONFLICT RESOLUTION, AND COMMUNICATION

HEMINGFORD PUBLIC SCHOOLS

Chain of Command



Directives for School Personnel

Conflict Resolution Responsibilities:
All school employees have a responsibility to ensure individuals are directed to the appropriate source for resolving their conflicts. If people complain about decisions, practices, or staff members, direct them to the person with whom they have an issue. If they have already addressed the issue with that person, guide them to the next level in the chain of command. Avoid sympathizing with those who do not follow proper channels, as this erodes trust and undermines effective team dynamics.

Speaking Well of Others:
Except during necessary evaluations or assessments, school employees are to avoid making unkind or critical remarks about any employee, student, parent, or administrator. Blaming others when things do not go well erodes trust and undermines the collaborative culture in our schools.

How to Effectively Communicate with Our School Team

When students, parents, or community members need to work through questions or issues, it is essential to know whom to contact. This document outlines the appropriate contacts for various matters, starting with the first person listed. Most issues can be resolved at this initial level. If necessary, appointments can be made with the next person in the chain of command.

Matters involving student schedules and course placement:

1. Classroom Teacher
2. School Counselor
3. Principal
4. Superintendent

Matters involving instruction/curriculum:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving student activities:

1. Coach/Sponsor (wait 24 hours after the activity to contact)
2. Activities Director
3. Secondary Principal
4. Superintendent

Matters involving student discipline:

1. Classroom Teacher and Special Education Teacher (if the student has an IEP)
2. Principal
3. Special Education Director (if the student has an IEP)
4. Superintendent

Matters involving transportation:

1. Bus Driver
2. Transportation Director
3. Activities Director (if related to activities)
4. Principal
5. Superintendent

Matters involving school nutrition:

1. Head Cook
2. Elementary Principal
3. Superintendent

Matters involving student physical health:

1. School Nurse
2. Building Principal
3. Superintendent

Matters involving student mental health:

1. School Counselor
2. Building Principal
3. Mental Health Professional (LMHP or School Psychologist)
4. Superintendent

Matters involving facilities:

1. Building Custodian
2. Head Custodian or Head of Maintenance (whichever is applicable)
3. Building Principal
4. Superintendent

Matters involving technology:

1. Classroom Teacher
2. Technology Coordinator
3. Building Principal
4. Superintendent

Matters involving attendance:

1. Classroom Teacher
2. Building Principal
3. Superintendent

Matters regarding students in the SAT Process or 504 Plans:

1. Classroom Teacher
2. School Counselor
3. School Nurse (if 504 plan is health-related)
4. Principal
5. Special Education Director
6. Superintendent

Matters regarding students with disabilities involving general education:

1. Classroom Teacher and Special Education Teacher
2. Principal

3. Special Education Director
4. Superintendent

Matters regarding students with disabilities involving special education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters involving school safety/security:

1. Safety Committee Chair
2. Principal
3. Superintendent

Thank you in advance for partnering with our team to find effective ways to meet the educational needs of our students.

Conflict Resolution Steps

Five Steps:

1. **Identify the source of the conflict:** Go directly to the source to seek resolution.
2. **Look beyond the incident:** Understand the broader context and underlying issues.
3. **Request solutions:** Write down the specific solution you are seeking and share it with the person involved.
4. **Identify solutions both disputants can support:** Find common ground and mutually agreeable solutions.
5. **Agreement:** Reach a final agreement that resolves the conflict.

Additional Guidelines:

- Address the person directly in a respectful and constructive manner.
- Arrange meetings in a place free of distractions, possibly with a mediator or facilitator if needed.
- Consider using a hearing officer or mediation framework for more complex conflicts.
- Encourage all parties to participate in good faith and with a collaborative mindset.

HEMINGFORD PUBLIC SCHOOLS

2024-2025
Coaches and Sponsors
Handbook

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INTRODUCTION

This handbook has been prepared to guide all extracurricular personnel in the successful performance of their assigned tasks. In establishing this guide, many factors are considered. An attempt has been made to include all areas, problems and circumstances that normally occur in daily performance of duties. However, not all possible situations can be planned for or against. Procedures for particular situations not covered by this handbook will be established as they occur.

While carrying out your duty assignment always act for the best interest of all students concerned and for the best interest of each individual student. There are no minor sports or activities; whatever you do is important. Each sport or assignment is vital and necessary to you, to your school, to our community and to the overall excellence of our total program.

GOALS AND OBJECTIVES

Positive Experience and Maximum Potential

To provide opportunities that will allow the program to serve as a classroom where the students learn to cope with problems and deal with situations similar to those encountered as a part of daily life. These opportunities could include, but are not limited to:

- Physical, mental, and emotional growth and development.
- The acquisition and development of special skills in activities the students choose to be a part of.
- Team play with the development of such characteristics as loyalty, cooperation, fair play, and other desirable social traits.
- Directed leadership and supervision that stresses self-discipline, self-motivation, excellence, and the ideals of good sportsmanship that develop a habit of winning and losing graciously.
- Achievement of initial goals as set by the school, the program, and the student as an individual.
- To enable all participants to expand possibilities for future vocational pursuits.
- To provide sufficient activities that offer an outlet for a wide variety of student interests and ability levels.
- To strive for excellence that will produce successful programs within the bounds of good sportsmanship.
- To create a desire to succeed and excel.
- To provide for the constructive use of leisure time now and in the future.
- To develop high ideals of fairness in all human relationships.
- To practice self-discipline and emotional maturity in learning to make decisions under pressure.
- To be socially competent and operate within a set of rules, thus gaining a respect for the rights of others.
- To develop an understanding of the value of participation as part of a balanced educational program.
- To provide a positive image of school activities at Hemingford Public Schools

HEMINGFORD ACTIVITIES PHILOSOPHY

The athletic program in the Hemingford Schools is to be a learning (educational) experience. The participants are to be taught how to work hard at something and the self-satisfaction that goes with doing their very best in whatever they do. Important lessons in living are taught in athletics. The Hemingford Athletic Program is to teach these lessons.

The athletics programs at the Junior High levels are to acquaint the athletes with the various sports, to give them playing time, and to allow them to make decisions as to participation. They should be taught the fundamentals and encouraged to do their best. The ultimate goal is to win but not at the expense of over pressurization of the young athletes. Winning is a by-product of doing things correctly.

At the high school level, the athletes should be out for athletics because they want to be. The non-varsity competition is to be a learning experience where the athletes improve their skills. The goal at the varsity level is to give the athletes the best opportunity to win. Striving to win is important, but whether winning or losing, the athletes should always strive to do their best in competition. It is the coach's responsibility to motivate the athletes so that they do their very best.

The activity programs should emphasize the importance of self-discipline, self-control, sportsmanship and effort. The team concept is to be taught to all Hemingford teams. Negative actions and attitudes should not be allowed nor should they be tolerated**.**

COACHING CREED

1. Be a resource person able to assist the athlete to develop his or her athletic potential and self-dependency.

2. Recognize individual differences in athletes and always think of the athlete's long-term best interest.

3. Aim for excellence based upon realistic goals and the athlete's growth and development.

4. Lead by example. Teach and practice cooperation, self-discipline, respect for officials and opponents and proper attitudes in language, dress and deportment.

5. Make sport challenging and fun. Skills and techniques need not be learned painfully.

6. Be honest and consistent with athletes. They appreciate knowing where they stand.

7. Be prepared to interact with the media, league officials and parents. They too have important roles to play in sports.

8. Coaching involves training by responsible people who are flexible and willing to continually learn and develop.

9. Physical fitness should be a Lifelong goal for all. Encourage athletes to be fit all year, every year and not just for the season.

GENERAL INFORMATION

Mascot: Bobcats
Colors: Red & White

Administration:

Dr. Travis Miller	Dr. Travis Miller	Todd Westover
Superintendent	Principal	Activities Director

Western Trail Conference

- Bayard
- Bridgeport
- Hemingford
- Gordon-Rushville
- Kimball
- Mitchell
- Morrill

Panhandle Conference

- Crawford
- Cody Kilgore
- Edgemont, SD
- Hay Springs
- Hemingford
- Hyannis
- Morrill
- Sioux Co.
- St. Agnes Academy(JH only)

SCHOOL SPONSORED ACTIVITIES

Basketball*	FFA	Play Production**	Student Council
Cheerleading	Football*	eSports	Track*
Golf*	Vocal Music**	Wrestling*	Speech **
Cross Country*	Instrumental Music**	Softball*	Volleyball*
FCCLA	H-Club	NHS	Mathcounts
Quiz Bowl	Science Olympiad	Yearbook	HAL
Hope Squad			

*** Denotes sports that will determine 12 season sport award winners.**
****Denotes activities that will determine 12 season fine arts award winners.**

COACH/SPONSOR EXPECTATIONS

1. Develop reasonable training rules and regulations and be sure your team/organization members understand what is expected of them. A copy of your training rules should be given to the Athletic Director.

2. Watch closely the health of your athletes. This includes reporting any potential illegal or harmful activities up to and including concussions, bullying or hazing to the activities director immediately.

3. Have water breaks and rest periods.

4. Keep the length of practice sessions reasonable and release students from practices on time!

5. No swearing among coaches or athletes. There is no defending or justifying this action. Coaches set the example.

6. No tobacco among coaches on school property.

7. A professional relationship between coaches, players and game officials is a must.

8. Winning is an important goal, but the welfare of your athletes is always number one. Don't let the pressures cause you to forget this.

9. Emphasize often to your team that good sportsmanship will prevail. Only captains communicate with game officials and then only in a courteous manner. Again coaches set the example. Cool heads are a must in highly emotional situations.

10. Take some practice time periodically to discuss the intangibles. Emphasize the importance of good behavior and sportsmanship and the benefits derived from athletic participation. If we are to justify athletics and our own positions as coaches, we need to continually point out the educational values of our program. Let your behavior and sportsmanship be a model to your team.

11. Be sure that all athletes receive the required number of practice sessions.

12. Be sure all athletes have completed the Athletic Participation, Parental Consent, and Physician's Report Form. It is mandatory that all parts of these forms are completed, signed by all concerned, and on file with the high school office before athletes are allowed to participate in any way.

13. No practice sessions until the official starting practice date for your sport. It is all right to check out gear and pass out forms and information sheets before the official start date. Pre conditioning will be allowed one week prior to the start of practice.

14. Supervision especially in the places like the locker room have the highest frqunency of incidents where you as coaches/sponsors and the school district may be found negligent and liable. Coaches and sponsors will have a plan in place to ensure the best possible supervision of students while they are under their responsibility during practice and competitions.

15. District requires head coaches to complete the online or in person NSAA rules meeting in the sport(s) they coach if such meetings are required.

16. All Open Gyms must be approved in advance. Established prior to the school year ending.

17. Work with the Athletic Director on developing a budget for your sport and seeing that eligibility lists are checked each week.

18. Work with the Athletic Director on submitting transportation requests such as departure times for the entire season two weeks in advance of the opening contest. Bus requisition forms must be submitted and

approved well in advance of an activity. If no requisition form is submitted and approved, then no transportation will be available.

19. Maintain accurate records on all equipment. See that all equipment is accounted for and checked in immediately at the close of the season. Inventory all equipment and submit a report to the Athletic Director within two weeks of the end of your season. Uniforms are not to be worn around the community unless approved by the coaches in conjunction with the Athletic Director and administration.

20. Prepare and submit requests for replacement equipment to the Athletic Director.

21. No Sunday athletic practices, walkthroughs or shoot-arounds are permitted without prior approval.

22. All coaches/sponsors are required to adhere to NSAA and school guidelines relating to summer participation, camps and practices.

23.Coaches must visually witness the signing out of student-athletes by their parents or guardians.

24. Maintain effective communication with parents/guardians/families. This is especially important when dealing with violations of behavioral expectations, student injuries, or other situations where parents need to receive information from coaches/sponsors.

WORKING WITH PARENTS

- Coaching is exciting and rewarding, but from time to time you may experience difficulty with parents. *Some may want* their children to play more or they might question some of your judgments as a coach. This is normal, so do not feel that you are alone if this happens. Here are a few thoughts to remember when dealing with parents:
- Always listen to their ideas and feelings. Remember, they are interested and concerned because their children are involved. Encourage parental involvement.
- Express appreciation for their interest and concern. This will make them more open and at ease with you.
- No coach can please everyone. Don't try.
- Know what your objectives are and do what you believe to be of value to the team.
- Make certain all parents know your ground rules. Have rules and regulations, your philosophy, practice dates and times, etc. printed on a sheet of paper you can pass out to all parents. Have a parent meeting before the season begins to discuss your operating procedures if necessary.
- Resist unfair pressure. You are the coach and it's your responsibility to make decisions.
- Most importantly, be fair. If you treat all players fairly, you will gain respect. Be consistent! If you change a rule or philosophy during the season, you may be in for trouble. If you do change something, make sure the parents are informed as soon as possible.
- Handle any confrontation one-on-one and not in a crowd situation. Don't be defensive. Don't argue with a parent. Listen to their viewpoint, and thank them for it. Don't discuss individual players with other parents.
- Ask parents not to criticize their children during a practice game. Don't let your players be humiliated, even by their own parents.
- Don't blame the players for their parents' actions, if negative. Try to maintain a fair attitude.
- Parents must accept the fact that officials and coaches should not be subjected to criticism during or after ball games. Parents and coaches should wait 24 hours before engaging in any type of criticism directed towards a coach.

- Always remember that you will be dealing with all types of children and parents with different backgrounds and ideals. One of your main challenges as a coach is to deal with these differences in a positive manner so the team's season will be an exciting and enjoyable experience for all.

INVENTORY

Each season, each coach/sponsor is responsible for maintaining an inventory of equipment and supplies. Each assistant coach should work with his/her head coach and each head coach should work with his/her athletic director to requisition and maintain equipment with which to prepare his/her team for the season.

At the end of each season, each coach is responsible for making an inventory of equipment and supplies and for reporting to the athletic director any equipment or supplies that are missing, damaged, lost or that need to be replaced.

The athletic director should maintain an inventory of all equipment and supplies and utilize this inventory when making requisitions.

The Inventory Sheet on the following page is for you to use to record your inventory if you need it. Your actual inventory list will be kept on a Google Sheet that will be provided for you by the Activities Director.

Hemingford Activities Inventory Form

Location___Small Gym Storage_____ Date_10-25-22

Activity____JH FB_____ Sponsor__Bailey Branson_____

Item	Quantity	Size - Description	Age/Condition	Value
JH FB Helmet	12	Small- Ridell	4/good	$ 125

HEAD COACHES RESPONSIBILITY CHECKLIST

1. **Attire:** All students will wear a shirt of some kind at all times inside or outside.
2. **Athletic Team Handbook**: Prior to the first day of practice, for each sport season, every head coach will supply all athletes a handbook including; training regulations, lettering requirements, schedules, rules and procedures, practice information, and all other pertinent information deemed necessary by the head coach/sponsor.
3. **Awards:** Coaches will determine the lettering criteria for their sport beyond what is outlined in the school handbook. Awards earned from the media need to be turned into the Activities Director with the season summary. Year end athletic awards will be presented at the Awards Banquet.
4. **Booster Club:** Coaches are strongly encouraged to be an active part in meetings, fundraisers, and work days sponsored by the booster club. Wish lists should be turned in with the season summary. Requisitions through the booster club must be approved by the administration (activities director) before being approved by a vote at a booster meeting.
5. **Budget Procedure**: All requests for purchases will need to be made through the WebLink online requisitioning program. Justification and/or changes may be required for purchases. Requests will be reviewed by the Activities Director and Superintendent prior to approval of any orders.
6. **Camps and Fundraising**: Spending must be in line with the NCAA, NSAA and school policy. Please see additional information later in this handbook regarding fundraising, fund accounting, cash management, and expenditure procedures.
7. **Church Nights:** Practices need to be completed and all students out of the gym by 6:00 p.m. As a general rule, no contests will be permitted on Wednesday if such contests will conflict with community activities. No contest will be allowed on Sunday. Sunday practices must follow the guidelines and procedures for approval as stated in this handbook.
8. **Coaches Aides/Volunteers**: Coaches Aides/Volunteers are defined as a non-certified person employed by the school district, or a volunteer who is helping with an athletic program. It is extremely important that all Head Coaches communicate with these people what our expectations of them are and what parameters they are to work under. These individuals should not be left as the only supervisor. Coaches Aides/Volunteers will follow the same code of ethics as all certified persons.
9. **Coaches Clinics:** All coaches may attend the All-Sports Clinic sponsored by the Nebraska Coaches Association in Lincoln in late summer. This cost will be paid by the district. The district also will pay for your NSAA Gold card if you request it.
10. **Contests:** The Activities Director will schedule and contract all contests. Requests for contests or changes need to be discussed with the administration before making any other arrangements. Contests on school days where students will miss classroom activities require a heads up to those teachers 2 days in advance when possible.

11. **Damaged Equipment/Property**: Report any damaged or broken equipment or property to the Activities Director immediately.
12. **Ejections:** If at any time a coach/sponsor is ejected from a contest the following steps will be taken:
    1. The coach/sponsor will miss the next contest at that level of competition and all other levels of competition in the interim.
    2. The coach/sponsor will be responsible for taking the NSAA required course offered through the NFHS website at their own expense.
    3. The coach/sponsor will sit down with the activities director and discuss their plan of action for correcting the inappropriate behavior and ensuring that it does not happen again.
13. **Emergencies:** Refer to the Emergency Action Plans in this handbook.
14. **End of Season Report**: All head coaches and sponsors will submit a summary report which includes:
    1. Letter winners
    2. Team Record (include scores/places/opponents)
    3. Team Records
    4. Awards (including media awards)
    5. Inventory
    6. Purchase Requisitions
    7. General Comments
15. **Equipment**: Every coach is responsible for documenting all equipment handed out and collected. Collection for missing or damaged equipment must be done before the student is checked out for the year.
16. **Facility Use**: The safety of the facility should be checked on a daily basis. Any hazard should be brought to the attention of the Activities Director. A school employee must be present when facilities are being used by an organization or group affiliated with the school district. Youth teams may use the practice facility through contact with the Activities Director.
17. **Fundraising:** Must follow the procedures outlined later in this handbook.
18. **Game Day Preparations**: Every coach/sponsor is to check with the Activities Director to be sure that all final arrangements have been made for game day.**Coaches/Sponsors are expected to help with setup, teardown, and cleanup of any home event.**
19. **Hazing**: Unacceptable behavior that is tolerated by the coaching staff will put that coaches' job status in jeopardy. Coaches are expected to be vigilant for any kind of hazing.
20. **Hiring officials**: Head Coaches will collaborate with the Activities Director to determine who is hired for contests. The Activities Director will hire officials based on availability.

21. **Inclement Weather**: If school must be canceled or dismissed early because of inclement weather, practices and contests will be postponed as a rule. Occasionally, weather and road conditions clear by the early afternoon; this does not mean practices can then be held. If severe weather strikes during a practice follow the emergency medical plan included in this handbook.
22. **Injuries**: In the event that an athlete becomes injured, the coach or athletic trainer will administer emergency first aid as needed. The coach will complete an injury report and notify the school nurse, activities director and parents or guardians when an injury occurs. If an emergency situation arises, follow the emergency medical plan included in this handbook.
23. **Inventory**: After the last athlete has checked in his/her equipment a complete inventory of all equipment will be taken. Check the inventory against the previous years and report all lost, worn-out and destroyed equipment. When inventory is complete, make out a tentative list of needs to aid in the planning and budgeting for next season.
24. **Invitational Tournaments**: The Activity Director will be assigned as the tournament director. It shall be his/her responsibility to keep the coaches informed. The coaches/sponsors will assist in directing the tournament as requested by the Activity Director.
25. **Keys:** Keys are not to be loaned to athletes or patrons. If a person needs entry into the building they must be accompanied by a staff member.
26. **Locker Rooms**: Coaches are needed to help supervise the locker rooms as well as patrol who are occupying the lockers.
27. **Lodging**: As soon as the number of qualifiers are determined for state competition, lodging arrangements will be made by the Activities Director and the participating coach.
28. **Loyalty**: Success of our total program comes from supporting your fellow coaches. Communication between coaches is essential to running an effective program. Attend as many different activities as possible and encourage support for all activities.
29. **Maintenance**: All coaches must ensure the cleanliness and general appearance of all areas. Any problems or complaints will be directed to the Activities Director who in turn will deal directly with custodian, maintenance personnel and other coaches.
30. **Managers**: A list of duties and responsibilities will be made up by every coach/sponsor for his/her sport. Success many times is based on the little things that must be done and good managers are a big part of this. Each coach must encourage students to serve in this area.
31. **Negligence and Liability**: Every coach must know the legal aspect involved with negligence and liabilities. The general rule is to act the way a prudent person would in all situations and make sure you or an assistant are supervising all phases of practices and games. This includes bus pick up after games. Make all players aware of any dangers or

dangerous phase's of your sport and be sure to use up to date training methods. Complete outlines of your season practices should detail what is covered with all of your athletes.

32. **NCA:** The School District will pay Nebraska Coaches Association dues for all coaches.
33. **NSAA Bulletins**: The bulletin is distributed each month and provided to coaches to read. It is the expectation that each coach will read through the bulletin. If you did not receive the coach's copy a binder of past bulletins is located in the Activities Directors office.
34. **NSAA Moratorium and Dead Week**: The NSAA has a 5-day moratorium in December. During these days all rules apply for every level of activities. Summer camps may run from the Tuesday after Memorial Day to July 31st. July 31st is the ending date for any summer camps. For interpretations of the rules contact the Activities Director.
35. **NSAA** Rules meeting: Head coaches are reminded that they must attend one of the NSAA sponsored rules meetings for your particular sport. Head coaches are asked to communicate the information to their assistants.
36. **Off-Season Programs**: Coaches are encouraged to conduct off-season programs to promote increased athletic skills; however **these programs are not to interfere with programs which are currently in-season in any way**. Coaches must supervise and organize the program.
37. **Overnight Trips**: Overnight trips may be approved at the discretion of the administration. As a general rule overnight trips should be limited to situations where there is a significant need. Use the following guidelines when teams are traveling on overnight trips.
    - Room checks, both announced and unannounced
    - No boys sleeping in girls rooms and vice a versa
    - Set curfews
    - Communicate with the front desk that no charges to the rooms by individuals is permitted.
    - Complete walk through when departing.
    - Obtain a full set of itemized receipts for each room and check to ensure that state sales tax has not been charged to any room.
38. **Parental Consent Form**: All athletes must complete the NSAA parental consent form.
39. **Physicals**: All athletes must have a yearly physical examination before starting practice. The form must be signed by the physician and parent/guardians. The head coach is responsible for collaborating with the activity director to make sure that every team member has been approved to participate according to the information in Ecollect/PowerSchool site. Physicals are valid for one calendar year. Students participating in Summer weights, open gyms, leagues, and camps will need to have a physical on file on the Activity Registration site for the upcoming school year.

40. **Postponement or Cancellations**: The changing postponing or canceling scheduled events is the responsibility of the Activities Director. Coaches and administration will work together to make the best possible decision for the entire school body.
41. **Practice Sessions:** Practices should be with reason with regard to length. Practices that are extended past the normal amount of time should be communicated to the Activities Director as to the reason. When school is not in session, practice time needs approval from the Activities Director. Coaches must leave last and make sure all doors are locked and your athletes out of the building and have a ride home.
42. **Program and Eligibility**: Coaches need to turn in program information prior to the first practice. Coaches must follow the eligibility guidelines in the activity handbook.
43. **Publicity**: It's the duty of the head coach to handle the publicity for his/her teams both pre and post game. Coaches are responsible for turning in statistics, game summaries and other media relations paperwork.
44. **Safety of Facility and Players**: Coaches should check daily on all aspects of safety, (field, gym, equipment, players, etc.) and notify the Activities Director of any problems. Athletes and coaches should document any hazardous conditions and warn everyone involved of the issue.
45. **Scheduling**: All scheduling of events must be done through the activities director. The school, conference and NSAA determine the schedule for contests. Coaches cannot schedule practices, jamborees, tournaments, etc. with authorization for the Activities Director.
46. **School Attendance**: Students participating in school activities
    - must be in school the for the equivalent of a half day in the afternoon on the day of the event/activity in order to participate in the event/activity
    - must be in school the Friday afternoon the day before the event/activity if the event/activity is scheduled for a Saturday;
    - must be in school the afternoon prior to the event/activity if the event/activity is scheduled for the next morning.
    - Exceptions may be made in the case of previously scheduled doctor's appointments or unforeseen circumstances. These exceptions will be made by the Administration.
47. **Scouting/Mileage**: Subject to administrative approval, mileage will be paid at a rate determined annually when a coach is required to use his/her own vehicle. School vehicles are preferred if available, Only coaches on staff are privileged to this.
48. **Senior Night**: In fall and winter sports there will be a scheduled game to honor seniors and their parents. The night may include multiple activities.
49. **Social Media:** All communication to the team or to individual team members will be made using the "Remind" app. This is for your protection from liability.
50. **Squad selection**: The head coach is to work with assistants in the selection of all squads. You were hired as a professional. This will not be an issue or source of conversation by any stakeholder relevant to the team other than the coaching staff.

51. **State Tournaments**: The head varsity coach of teams that do not qualify for state may be allowed PTO days to attend the state tournament with approval of the supervising administrator. Transportation may be approved, subject to availability. Additional costs of attendance may be paid for by the fundraising of the organization, subject to approval by the activities director within budgetary constraints.
52. **State Tournament Tickets**: If requested the district will purchase a "Gold Card" which will allow admittance into most state championship venues. The school will NOT reimburse the price of tickets for coaches to attend state tournaments when not qualified if they choose not to get a "Gold Card."
53. **State Tournament Qualifiers**: The school will provide meals for qualifiers, coaches, and drivers. Coaches/Sponsor are expected to keep and submit all itemized receipts to the Business Manager upon return from competition. Meal cost should be reasonable and not excessive. Rooms and transportation will be provided for those who qualify. If a team does not qualify the coaches may use the rooms and pay the reserved rate.
54. **Storage Rooms**: All athletic equipment must be stored properly. Storage areas will be reserved for specific sports and it is the coach's responsibility to keep it cleaned and secure. Equipment is not to be left in the gym.
55. **Summer Camps**: Varsity head coaches are encouraged to have a summer camp for their sport. All receipts and expenses from the camp need to be accounted for through the business office. The monies from these camps should be used to support the student athletes.
56. **Suspensions**: If an athlete is suspended from school it will include all activities. The Activities Director will inform coaches of suspensions for athletes. Any coach suspending an athlete must turn in a written report to the Activities Director explaining the circumstances for the suspension. The coach should have a rule in place and have explained this to the athletes in a meeting.
57. **Training Room**: The athletic training room is a healthcare facility for athletic injuries. Therefore, only athletic trainers, coaches and athletes are allowed in the training room. Athletes should only be allowed in the training room under the supervision of the coach or trainer.
58. **Transportation**: Busses and vans are provided depending on the number of participants. Athletes are only permitted to drive to practices. Athletes are to ride home on the bus. Parents may sign out their students onsight at the completion of an activity as long as the coach is actually present at the time of the parent signing them out and the person signing the student is a legal parent or guardian. If an individual is riding home with someone other than a legal parent or guardian, notification must be arrangesd prior to the team leaving for the competition. This form can be found on the Ecollect/PowerSchool ~~Activity Registration~~ site. A copy should be filed with the office and the head coach.
59. **Transportation/Bus Schedule**: Coaches are responsible to collaborate with the activity director and transportation director to ensure dates, locations, and leave times are correct. All transportation request will be made by filling out the "Bus List" form shared with all coaches and sponsors. Any errors or changes need to be made a week prior to the event to prevent confusion with the transportation drivers.
60. **School Vehicles**: Don't assume they will be full of gas when you get in them you need to

check in advance. You are responsible for topping off any small vehicle on return form activities. You must complete required training and file the proper paperwork to be eligible to drive a school vehicle.

61. **Ipads and Hudl:** Coaches are responsible for making arrangements to video their contests and upload to Hudl for review/analysis of film, verification of statistics, and to promote opportunities for student-athletes desiring to compete at the collegiate level (to share with college scouts/recruiters).
62. **Washing of Uniforms**: Coaches and athletes are responsible for washing practice and game uniforms. This responsibility includes the care of the uniform.
63. **Weight Room**: the weight room is available for use by all athletes but must be supervised by a coach at all times.

Changes and additions will be made only with the approval of the Administration and Board of Education.

HEAD COACH/SPONSOR JOB DESCRIPTION

Coaches and Sponsors will be provided a copy of the job description. A signed acknowledgement and affirmation of review of the handbook will be provided to the school district. Coaches/Sponsors are expected to meet the expectations as set forth in the job description, in addition to the expectations in this handbook.

COACHING APPRAISAL/ASSESSMENT PROCEDURE

The basic purpose behind appraisal/assessment is to improve the instruction athletes receive and to improve our ability to meet our activity program objectives. Other purposes of an appraisal evaluation system are as follows.

- Afford an opportunity to identify, recognize and praise quality coaching and instruction
- Provide an opportunity to identify potential leadership within a system
- Create a climate to achieve individual improvement through job targets
- Provide information necessary to make an objective assessment of the performance of the coach.
- Assure that quality coaching is a responsibility shared by the entire coaching staff and the activities director.

Coaches should plan to complete the following as part of the assessment/appraisal process:

1. Head coach will conduct appraisal/assessment of assistant coaches.
2. Activities director will conduct appraisal/assessment of head coaches/sponsors
3. Activities director and the principal will be responsible for the contract recommendation.
4. As a general rule, appraisal/assessment should be completed within two weeks after the conclusion of the season.

5. A review of the appraisal/assessment will be held with the coach and activities director.
6. A coach may provide a rebuttal to the appraisal/assessment.
7. The coach will be provided a copy of the appraisal/assessment.

END OF SEASON RESPONSIBILITIES

All coaches within the district must complete certain end of the season responsibilities before their coaching assignment is finalized. Failure to comply may affect future assignments.

ANNUAL SPORTS REPORT

To inform the Board of Education about accomplishments and problems of the program, all varsity, junior varsity and freshman coaches and sponsors must submit an annual sports report.

The reports must be completed within a **15-day period** after the season is over and include the following:

1. Brief summary of the season and suggestions for improving the program, (coach self-evaluation form, & evaluation form completed by the activities director).
2. Complete an inventory of all equipment and supplies.
3. Name of squad members indicating letter winners, captains, managers, etc.
4. Schedules played and results of games, meets or matches.
5. Special honors received by team members.
6. New records set for the seasons for individual performance, team scoring, etc.
7. Final statistics that were kept both for individuals and the team.
8. Budget requests for the next season listing all items in priority order.
9. An updated three-year plan for the program. (Instructions below).

PROFESSIONAL COACHING AND PROGRAM PLANNING: "Development of the Three-Year Plan"

A three-year interscholastic athletic plan is designed to help you look at where your program is and how to get it to a desired level three years into the future. It doesn't matter whether you are a first year coach seeking stability in your program or an established, successful program which is seeking the proverbial "next rung" of success, a three-year plan will help you look at what is working within your program, where technical and tactical trends are moving, and design the steps to achieve student-athlete skill-set goals. The ultimate objective of this process is to assess the direction of the sport program and to indicate a "prescription" for the continued success and improvement of the sport for all participants.

- Part One: Mission Statement
  What is the defining objective and purpose of the specific sport program? "*Why does your program exist*?" The mission statement should guide the actions of the organization and all participants as well as spell out your overall goal. It provides a "pathway" to guide all decision-making and is the framework from which your program strategies are formulated.

- Part Two: Program Description
  Describe the program in detail; this section should provide a brief history of the program over the course of recent years.

- Part Three: The Student Profile
  Look at your underclassmen; "What's coming up?" "What are the numbers like?" "What are the expectations of each grade level group?" If you want to move beyond the next three years in this section based on your knowledge of junior high or upper elementary students feel free to do so.

- Part Four: Program Assets and Challenges
  What are the foundational pieces you have to work with currently? What are the equipment/budget/facility needs expected to be year-by-year over the next three years? Identify the obstacles that you believe you need to overcome and indicate plausible options to address in correcting these challenges.

- Part Five: Academics
  What types of strategies do you have in place to address academic and/or eligibility concerns? How will you monitor academic progress and provide appropriate support/encouragement for academic success?

- Part Six: Timeline and Athletic Department Support
  Create a timeline of where your program is now and where it will be in three years. Identify those specific areas of support necessary from the Athletic Department.

SUNDAY ACTIVITIES

For the purposes of maintaining good community relations and limiting unnecessary intrusion upon students and families, the following policy shall guide the school and its employees regarding school-related activities on Sundays.

To the greatest extent possible, the school and its employees shall refrain from involving students in school activities or school-related activities that occur on a Sunday.

School-related activities involving students shall be prohibited from taking place on a Sunday unless authorized in advance by the Superintendent. The Superintendent may consider

approving student participation in school-related activities on Sundays under the following circumstances:

1. The school-related activity is reasonably necessary to prepare for a Conference, District, State, or National-level event that is to take place on the Sunday in question or on the immediately subsequent Monday, Tuesday, or Wednesday.
    a. When such school-related activity is used for practice or preparation, such activity shall be limited to the hours of 1 PM to 5 PM unless other approval has been granted.
2. The school-related activity is reasonably necessary for approved participation in a Conference, District, State, or National-level event to take place on the Sunday in question.
3. The school-related activity is reasonably necessary for approved participation in a community event to take place on the Sunday in question.
4. The school-related activity is reasonably necessary for approved travel related to a Conference, District, State, or National-level event.
5. Other instances, not already listed, that are determined by the Superintendent to be reasonable, highly beneficial to students, and caused by extraordinary circumstances.

INJURY/EMERGENCY ACTION PLAN GUIDELINES

The risk of injury, catastrophic injury, and even sudden death are inherent to sports. This is something we must always keep in mind as we prepare both mentally and physically to practice our plan of action. In all emergency situations it is important to attempt to remain calm, avoid making hasty decisions, and to trust your knowledge and the training you have been given.

The following emergency action plan includes identification of the personnel involved, specific equipment needed to respond to the emergency, and an established communication system to summon the needed emergency care.

In all venues used by Hemingford Jr/Sr High School the following emergency protocol should be used:

- If there appears to be a life-threatening injury or illness, call 911.
- Inform emergency medical services (EMS) of the exact location relative to our campus and that we have an individual in need of emergency medical treatment.
- The EMS operator will ask several questions, but you need to be sure to give them the following information:
    - Name, address and telephone number of the caller
    - Condition of the individual needing emergency medical treatment
    - Details of the first-aid treatment that has been initiated
    - Any other information requested by the dispatcher/operator

- Have another staff adult contact the parents (this individual should be designated on your emergency plan in advance so there is no question as to who is responsible for this should the need arise). Do not leave information on an answering machine, go to the next emergency contact listed (use PowerSchool for additional numbers if needed). Explain the situation to them and ask if there is a specific location they would like their son or daughter transported.
- Administration, site supervisors and all other school personnel present (as needed) will act as crowd control around the injured individual.
- Provide appropriate emergency care until the arrival of EMS. This includes the use of emergency equipment such as a portable AED and emergency bags if necessary. When EMS arrives, give them all necessary information (specific injury including the events leading up to it, vital signs, treatment given, medical history of the individual involved) and answer any questions they may have.

EMERGENCY CONTACT LIST	**Phone Numbers**
Police/Sheriff and Emergency Medical	911
Sheriff Non-Emergency	(308) 762-6464
Hemingford Police Non-Emergency	(308) 762-6464
Superintendent: Dr. Travis Miller	(308) 641-5489
Principal: Dr. Travis Miller	(308) 641-5489
Activities Director: Todd Westover	(402) 806-8065
Athletic Trainer:	(308) 752-6660
Alliance Hospital	(308) 762-6660
Chadron Hospital	(308) 432-5586

Basic Emergency Response Team

- Certified Athletic Trainer (if on duty)
- EMS personnel that may be on site
- School administration &/or site supervisors
- Coaches
- Other school personnel in attendance

LIGHTING: What You Need to Know

- ***NO PLACE*** outside is safe when thunderstorms are in the area.
- If you hear thunder, lightning is close enough to strike you.
- When you hear thunder, *immediately* move to safe shelter: a substantial building with electricity or plumbing or an enclosed, metal-topped vehicle with windows up.
- Stay in a safe shelter at least 30 minutes after you hear the last sound of thunder.

Lightning During a Game

1. Should lightning occur during games when athletes are outside, the certified athletic director and site supervising administrator will be in charge of monitoring the situation.
2. The AD and site supervising administrator will use both visual and technology to monitor the lightning.
3. If the AD and site supervising administrator is alerted that there is lightning 10 miles from an outdoor sports venue they will notify at least one coach of each team of the approaching weather situation either in person or via cell phone. Play may continue at this point.
4. If the AD and site supervising administrator is alerted there is lightning less than 10 miles from an outdoor sports venue, they will notify at least one coach of each team of the approaching weather situation either in person or via cell phone. Additionally, the game officials/umpires will also be notified. Coaches, athletes and spectators will be instructed to seek shelter immediately.
5. No athletic contests will be allowed to resume outdoors until there have been no lightning strikes for 30 minutes that have occurred within 10 miles of the outdoor facility in which the contest is being held.

Lightning During a Practice

1. Should lightning occur during games when athletes are outside, the head coach and any administrator(s) still on campus will be in charge of monitoring the situation.
2. The head coach and administrator(s) will use both visual and technology to monitor the lightning.
3. If the head coach and administrator(s) are alerted that there is lightning 10-20 miles from the venue they will notify all assistant coaches of that program as well as head and assistant coaches of other programs of the approaching weather situation either in person or via cell phone. Practice may continue at this point.
4. If the head coach and administrator(s) are alerted there is lightning within 10 miles of the venue, they will notify all assistant coaches of that program as well as head and assistant coaches of other programs of the approaching weather situation either in person or via cell phone. Coaches and athletes will be instructed to seek shelter immediately.
5. No practices will be allowed to resume outdoors until there have been no lightning strikes for 30 minutes that have occurred within 10 miles.

Indoor Lightning Safety

- Stay off corded phones, computers and other electrical equipment that put you in direct contact with electricity.
- Avoid plumbing, including sinks, baths and faucets.
- Stay away from windows and doors and stay off porches.
- Do not lie on concrete floors, and do not lean against concrete walls.

Last Resort Outdoor Risk Reduction Tips

If you are caught outside ***with no safe shelter anywhere nearby*** the following actions *may* reduce your risk:

- Immediately get off elevated areas such as hills, mountain ridges or peaks
- Never lie flat on the ground
- Never shelter under an isolated tree
- Never use a cliff or rocky overhang for shelter
- Immediately get out and away from ponds, lakes and other bodies of water
- Stay away from objects that conduct electricity (barbed wire fences, power lines, windmills, etc.)

INJURY/EMERGENCY PLAN: Big Gym – Volleyball, Basketball, Wrestling, and Concerts

1. The certified athletic trainer (ATC) or most qualified individual on the scene will evaluate the injury situation. The head coach, or a designated assistant coach will stand by to assist. If an ATC is not on duty, a designated assistant coach will contact the ATC if needed. An AED is located in the gym if needed.
2. An additional designated assistant coach or student manager will be responsible for retrieving ice &/or any necessary emergency equipment (splint, crutches, etc.).
3. Administration, site supervisors and all other school personnel present (as needed) will act as crowd control around the injured individual.
4. If the Emergency Medical System (EMS) needs to be activated, a designated assistant coach will make the call. When the call is made the following script should be used:

"This is **caller's name** from Hemingford High School. There has been an accident at the **sport/activity** game at Hemingford, and **give the general extent of the injury**. We are located at 913 Niobrara Ave. and the entrance to the gym is on the South side of the big gym building. Please enter through the gym entrance, the door marked ___ (state which door) Someone will be waiting outside to direct you in." Allow the 911 operator to hang up first at the conclusion of the call.

5. The designated assistant coach that made the call to EMS will go to the designated door after making the call to direct EMS to the injured person when they arrive.
6. Administration/site supervisors will clear a path for the ambulance to meet the injury situation.
7. The head or assistant coach that remained with the ATC will record all vital information as directed.
8. If the injured individual requires a spine board, EMS will complete that procedure at which point the patient will be turned over to them for transport.
9. The designated assistant coach will call and notify parents and administration of the situation and transport location.
10. If available, the ATC, designated assistant coach or a school representative will accompany the individual to the hospital.

The same protocol will apply to visiting team injuries as well.

In the event of severe weather, the administrator(s)/site supervisor(s) will make an announcement over the PA system and direct everyone to safe shelter locations.

Todd Westover, AD: 402-806-8065

Dr. Travis Miller, Principal: 308-641-5489

Dr. Travis Miller, Superintendent: 308-641-5489

INJURY/EMERGENCY PLAN: Elementary Gym – Volleyball, Basketball

1. The certified athletic trainer (ATC) or most qualified individual on the scene will evaluate the injury situation. The head coach, or a designated assistant coach will stand by to assist. If an ATC is not on duty, a designated assistant coach will contact the ATC if needed. An AED is located in the gym if needed.
2. An additional designated assistant coach or student manager will be responsible for retrieving ice &/or any necessary emergency equipment (splint, crutches, etc.).
3. Administration, site supervisors and all other school personnel present (as needed) will act as crowd control around the injured individual.
4. If the Emergency Medical System (EMS) needs to be activated, a designated assistant coach will make the call. When the call is made the following script should be used:

"This is **caller's name** from Hemingford High School. There has been an accident at the **sport/activity** game at Hemingford and **give the general extent of the injury**. We are located at 911 Niobrara Ave. and the entrance to the gym is on the East side of the cafeteria. Please enter through the main High School entrance, the door marked ___ (state which door). Someone will be waiting outside to direct you in." Allow the 911 operator to hang up first at the conclusion of the call.

5. The designated assistant coach that made the call to EMS will go to the designated door after making the call to direct EMS to the injured person when they arrive.
6. Administration/site supervisors will clear a path for the ambulance to meet the injury situation.
7. The head or assistant coach that remained with the ATC will record all vital information as directed.
8. If the injured individual requires a spine board, EMS will complete that procedure at which point the patient will be turned over to them for transport.
9. The designated assistant coach will call and notify parents and administration of the situation and transport location.
10. If available, the ATC, designated assistant coach or a school representative will accompany the individual to the hospital.

The same protocol will apply to visiting team injuries as well.

In the event of severe weather, the administrator(s)/site supervisor(s) will make an announcement over the PA system and direct everyone to safe shelter locations.

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INJURY/EMERGENCY PLAN: Football Field – Football, Cross Country

1. The certified athletic trainer (ATC) will handle the immediate care of the injured individual and stabilize the head/neck/spine if needed. A portable AED will be on site if needed.
2. A designated assistant coach or student manager will be responsible for retrieving ice &/or any necessary emergency equipment (splint, crutches, etc.).
3. Administration, site supervisors and all other school personnel present (as needed) will act as crowd control around the injured individual with the person in charge at the shoulder of the medical personnel.
4. If the Emergency Medical System (EMS) needs to be activated, they will be signaled to the field by the ATC or their designee. The ATC will remain with the injured individual providing any needed treatment until EMS arrives. If EMS is not on site, the designated assistant coach will call 911. When the call is made the following script should be used:

"This is **caller's name** from Hemingford High School. There has been an accident at the **sport/activity** game at Hemingford and **give the general extent of the injury**. We are located at Box Butte Fairgrounds at the football field/track. Someone will be waiting by the fairground entrance to give you directions." Allow the 911 operator to hang up first at the conclusion of the call.

5. The designated assistant coach that made the call to EMS will go to the fairground entrance after making the call to direct EMS to the injured person when they arrive.
6. Administration/site supervisors will clear a path for the ambulance to meet the injury situation.
7. The head or assistant coach that remained with the ATC will record all vital information as directed.
8. If the injured individual requires a spine board, EMS will complete that procedure at which point the patient will be turned over to them for transport.
9. The designated assistant coach will call and notify parents and administration of the situation and transport location.
10. If available, the ATC, designated assistant coach or a school representative will accompany the individual to the hospital.

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PUBLIC ADDRESS ANNOUNCEMENTS FOR EMERGENCIES

Football Field & Cross Country Meets

Spectators (Non-tornadic weather): Please exit the stadium at a walking pace. If you are staying on school property, please stay in your vehicles. Please remain there until the weather has passed. Re-admittance to the game will be allowed if and when we continue the game.

Spectators (Tornadic weather): Please exit the stadium and proceed to the school. As you enter the school through the main west doors labeled W 13 there will be school officials to direct you to designated tornado shelters. Please remain there until the all clear sounds. Re-admittance to the game will be allowed if and when we continue the game.

Coaches/Players/School Personnel (Non-tornadic weather): Please go to the school and remain in your locker rooms or the gym. Stay away from all exterior doors and windows.

Coaches/Players/School Personnel (Tornadic weather): Please exit the stadium and proceed to the school. We ask that you stay in your locker rooms until the all clear sounds.

School Gymnasiums

Spectators (Non-tornadic weather): If you are staying on school property please remain in the gym. Please stay off the playing floor and remain in the stands.

Spectators (Tornadic weather): We ask that you exit the gym to the lower locker rooms and wrestling room. Please remain there until the all clear sounds.

Coaches/Players/School Personnel (Non-tornadic weather): Please stay on the team bench or go to your designated locker room. Stay away from all exterior doors and windows.

Coaches/Players/School Personnel (Tornadic weather): Please proceed to your designated locker room. Please remain in your locker room until the all clear sounds.

CONCUSSIONS

- Concussions continue to be a focus of attention in football at all levels of competition. The NFHS has been at the forefront of national sports organizations in emphasizing the importance of concussion education, recognition and proper management.
- Discussion of proper concussion management at all levels of play in all sports has led to the adoption of rules changes and concussion-specific policies by multiple athletic organizations, state associations and school districts. Coaches and game officials need to become familiar with the signs and symptoms of a concussed athlete so that appropriate steps can be taken to safeguard the health and safety of participants.
- Athletes must know that they should never try to “tough out” a suspected concussion. Teammates, parents and coaches should never encourage an athlete to “play through” the symptoms of a concussion. In addition, there should never be an attribution of bravery associated with athletes who play despite having concussion signs or symptoms. The risks of such behavior must be emphasized to all members of the team, as well as all

coaches and parents. If an athlete returns to activity before being fully healed from an initial concussion, the athlete is at an increased risk for a repeat concussion. A repeat concussion that occurs before the brain has a chance to recover from the first can slow recovery or increase the chance for long-term problems. In rare cases, a repeat concussion can result in severe swelling and bleeding in the brain that can be fatal.

- Governing bodies at all levels of play continue to review and revise playing rules and encourage practices that decrease the risk of concussion. Among the most concerning data from the past several high school football seasons is that concussions continue to account for a high percentage of the injuries reported and that more than half of all concussions were a direct result of helmet-to-helmet contact!
- All coaches should undergo education and utilize available professional development tools regarding the signs and symptoms of concussion and the proper management of athletes with a suspected concussion. The NFHS offers the free course "Concussion in Sports: What You Need to Know" that is available at www.nfhslearn.com. The free course is a brief and user-friendly resource not just for coaches, but also for students, parents and other interested persons. Many states have developed their own education programs. It is incumbent upon coaches to lead by example in recognizing the seriousness of all suspected concussions.
- Contact to and with the Helmet: Over the years, the NFHS Football Rules Committee has repeatedly emphasized the need to keep the HEAD OUT OF FOOTBALL because of the potential for catastrophic head and neck injuries. The committee in its publications for review by coaches and game officials has specifically targeted some form of helmet review or illegal helmet contact emphasis 24 times since 1980. In the past few years, all levels of football have increased the focus on decreasing the risk of concussion, and it is widely conceded that one of the biggest steps in this effort is to eliminate direct helmet-to-helmet contact and any other contact both with and to the helmet.
- Any initiation of contact with the helmet is illegal; therefore, there must be a focus on enforcing the existing rules. These rules include fouls such as butt blocking, face tackling and spearing (all of which are illegal helmet contact fouls) as well as other acts prohibited by the provisions regarding unnecessary roughness. These types of contact, such as blows to the head by the defender, initiating contact to the head, and helmet-to-helmet contact are all unnecessary to the playing of the game. When in doubt, contact to or with the helmet should be ruled a foul by game officials.

Hemingford Concussion Management Team:

The concussion management team (CMT) will consist of the activities director, school nurse(s), athletic trainer(s), teachers, and coaches of the individual diagnosed with a concussion.

Concussion Protocol

If at any time a student participating in an activity is thought to have a possible concussion the following steps will be taken:

- A coach/sponsor/teacher will call a parent/guardian & they or a trainer, doctor, or nurse will stay with the participant until they have been picked up by the parent/guardian to be taken to see a doctor. If a parent/guardian/emergency contact is not able to pick up the

participant, it is acceptable for the coach/sponsor/teacher to give the student a ride to a location where they will be supervised. The participant is not to ride home on a bus or with another student. Document that you informed a parent/guardian/emergency contact.

- The coach/sponsor/teacher will contact the parent/guardian later in the evening to find out the diagnosis. Document this contact as well.
- If the diagnosis is a concussion, the coach/sponsor/teacher will notify the activities director and school nurse, and be responsible for making sure the participant does not take part in any activities (this includes all practices and competitions) until cleared to do so in writing by a doctor.

Protocol for returning to "normal" activity:

- Parents will be informed that the best thing they can do for their child after a concussion diagnosis is to keep them at home with limited exposure to light and/or electronic devices. It is also recommended that there be very limited mental exertion and no prolonged periods of concentration.
- Parents will also be asked to complete a form that will allow the physician who saw the child to share information with the school CMT.
- At school, we will provide a quiet place for rest, a quiet place to eat lunch, and academic modifications as needed while helping the child gradually transition back to a "normal" day.
- Teachers and coaches of the individual diagnosed with a concussion will be asked to observe the child for symptoms and fill out a form for the school CMT. The school CMT will then complete a symptom checklist regularly to determine the appropriate level of academic activity for the child.
- Once the child is symptom free and able to resume "normal" academic activity, the athletic trainer will follow a progression to get the child back to "normal" physical activity. This process will include an impact test.
- Once the child is able to resume "normal" physical activity, and has been cleared to do so by a physician, they will be allowed to participate in school activities again.

HELMET TECHNOLOGY AND PROPER HELMET FITTING

The heightened concern about concussions and the variety of football helmets available have led participants and coaches to seek a helmet that they believe will best protect a player from concussion. While many new football helmets incorporate innovative materials and designs, no existing football helmet is "concussion proof." Therefore, it is incumbent upon athletic administrators, coaches, game officials, parents and participants to understand the limitations of all protective equipment, including the helmet. Everyone must realize that a combination of best practices, including but not limited to, repeated instruction on proper tackling and blocking techniques, proper helmet fitting and equipment tracking/recertification procedures, and proper and consistent officiating, are the keys to limiting injury risk and must be emphasized within each program.

Proper helmet fit has been a concern in recent years as anecdotal and documented reports of

players having helmets completely dislodged during games continue to mount. To emphasize this point, the NFHS Football Rules Committee has passed a rule in 2012 that requires the athlete to leave the game for a single play if the helmet comes off during live ball action, unless the removal is due to a foul by the defense. If no foul is called, then the player must be removed. It is imperative that the athletes take an active role in the proper fitting, wear and use of the helmet and realize the "comfort" shortcuts are not permitted.
Every football helmet manufacturer provides various helmet-fitting pamphlets with each helmet sold, detailing how to properly fit the helmet. If the helmet-fitting pamphlets or other football helmet-related instructions are missing, please contact the respective football helmet manufacturer.

HEAT ACCLIMATIZATION AND PREVENTING HEAT ILLNESS

Exertional Heat Stroke (EHS) is the leading cause of preventable death in high school athletics. Athletes participating in high-intensity, long-duration or repeated same-day practices during the summer months or other hot-weather days pose the greatest risk. Football has received the most attention because of the number and severity of exertional heat illnesses. Notably, the National Center for Catastrophic Sports Injury Research reports that 37 high school football players died of EHS between 1995 and 2010. EHS also results in thousands of emergency room visits and hospitalizations throughout the nation each year.
In the spring of 2012, the NFHS Sports Medicine Advisory Committee (SMAC) released a new position statement "Heat Acclimatization and Heat Illness Prevention." The position statement is intended to provide an outline of "Fundamentals" and may be used as a guiding document by member state associations. Also, the
NFHS has released a 20-minute free online course "A Guide to Heat Acclimatization and Heat Illness Prevention" at www.nfhslearn.com, regarding this life-threatening topic. Further and more detailed information will be found within the NFHS online course, as well as the 4th Edition of the NFHS Sports Medicine Handbook, the NFHS SMAC position statement "Recommendations for Hydration to Minimize the Risk for Dehydration and Heat Illness" and other resources.

The new position statement and online course are intended to reduce the risk and incidence of EHS and the resulting deaths and injuries. The NFHS recognizes that various states and regions of the country have unique climates and an assortment of resources, and that there is no "one-size-fits-all" optimal acclimatization plan. However, the NFHS and the NFHS SMAC strongly encourage member state associations to incorporate all of the "Fundamental Musts" into any heat acclimatization plan to improve athlete safety. In addition, the online "A Guide to Heat Acclimatization and Heat Illness Prevention" should be required viewing for all coaches.

Heat Acclimatization and Heat Illness Prevention Keys for Coaches

1. Recognize that Exertional Heatstroke (EHS) is the leading preventable cause of death among high school athletes.

2. Know the importance of a formal preseason heat acclimatization plan.
3. Know the importance of having and implementing a specific hydration plan, keeping your athletes well hydrated, and providing ample opportunities for, and encouraging, regular fluid replacement.
4. Know the importance of appropriately modifying activities in relation to the environmental heat stress and contributing individual risk factors (e.g., illness, obesity) to keep your athletes safe and performing well.
5. Know the importance for all staff to closely monitor all athletes during practice and training in the heat, and recognize the signs and symptoms of developing heat illnesses.
6. Know the importance of, and resources for, establishing an emergency action plan, practicing the aspects of that plan, and promptly implementing it in case of suspected EHS or other medical emergency.

Fundamentals of a Heat Acclimatization Plan

1. Physical exertion and training activities should begin slowly and continue progressively. An athlete cannot be "conditioned" in a period of only two to three weeks.
2. Keep each athlete's individual level of conditioning and medical status in mind and adjust activity accordingly. These factors directly affect heat illness risk.
3. Adjust intensity (lower) and rest breaks (increase frequency/duration), and consider reducing uniform and protective equipment, while being sure to monitor all players more closely as conditions are increasingly warm/humid, especially if there is a change in weather from the previous few days.
4. Athletes must begin practices and training activities adequately hydrated.
5. Recognize early signs of distress and developing exertional heat illness, and promptly adjust activity and treat accordingly. First aid should not be delayed!
6. Recognize more serious signs of exertional heat-related distress (clumsiness, stumbling, collapse, obvious behavioral changes and/or other central nervous system problems), immediately stop activity and promptly seek medical attention by activating the Emergency Medical System. On-site rapid cooling should begin immediately.
7. An Emergency Action Plan with clearly defined written and practiced protocols should be developed and in place ahead of time.

The NSAA has adopted a Heat Acclimatization and Contact Plan specific to football & it is required that all member schools follow the plan. That plan is on the following page(s).

14-Day Heat-Acclimatization Period

1. Days 1 through 5 of the heat-acclimatization period consist of the first 5 days of formal practice. During this time, athletes may not participate in more than 1 practice per day.

2. If a practice is interrupted by inclement weather or heat restrictions, the practice should recommence once conditions are deemed safe. Total practice time should not exceed 3 hours,

3. A 1-hour maximum walk-through is permitted during days 1–5 of the heat-acclimatization period. However, a 3-hour recovery period should be inserted between the practice and walk-through (or vice versa). The only pieces of player equipment to be worn by the individuals during the walk-through are shoes and helmets. The only pieces of general equipment to be used during the walk-through are footballs and kicking tees.

4. During days 1–2 of the heat-acclimatization period, in sports requiring helmets or shoulder pads, a helmet should be the only protective equipment permitted (goalies, as in the case of field hockey and related sports, should not wear full protective gear or perform activities that would require protective equipment).
During days 3–4, only helmets and shoulder pads should be worn.

A. Football only: On days 3–4, contact with blocking sleds and tackling dummies may be initiated.

Beginning on day 5, all protective equipment may be worn and full contact may begin.

B. Full-contact sports: 100% live contact drills should begin no earlier than day 6.

5. Beginning no earlier than day 6 and continuing through day 14, double-practice days must be followed by a single-practice day. On single-practice days, 1 walk-through is permitted, separated from the practice by at least 3 hours of continuous rest. When a double-practice day is followed by a rest day, another double-practice day is permitted

6. On a double-practice day, neither practice should exceed 3 hours in duration, and student-athletes should not participate in more than 5 total hours of practice. Warm-up, stretching, cool-down, walk-through, conditioning, and weight-room activities are included as part of the practice time. The 2 practices should be separated by at least 3 continuous hours in a cool environment.

7. Because the risk of exertional heat illnesses during the preseason heat-acclimatization period is high, we strongly recommend that an athletic trainer be on site before, during, and after all practices.

NSAA SMAC Revised and Approved – April, 2014
NSAA SMAC Recommendations – April, 2013

1. Casa DJ, Csillan, D. Preseason Heat-Acclimatization Guidelines for Secondary School Athletics. Journal of Athletic Training. 2009;44(3):332-333.
2. Casa DJ, Almquist J, et al. The Inter-Association Task Force for Preventing Sudden Death in Secondary School Athletics Programs: Best-Practices Recommendations. Journal of Athletic Training.
3. National Federation of State High School Associations Sports Medicine Advisory Committee. Heat acclimatization and heat illness prevention position statement. Published 2012.

PRACTICE: LEVELS OF PHYSICAL CONTACT

Levels of Contact focus on the varying levels of intensity throughout practices to build player confidence, ensure their safety and prevent both physical and mental exhaustion. These Levels of Contact will increase player safety by reducing the risk of helmet-to-helmet contact without sacrificing skill.

Five intensity levels are used to introduce players to practice drills which position them to master the fundamentals and increase skill development.

Air (Coach determined outcome)
Players run a drill unopposed without contact.

Bags (Coach determined outcome)
Drill is run against a bag or another soft-contact surface.

Control (Coach determined outcome)
Drill is run at assigned speed until the moment of contact; one player is predetermined the "winner" by the coach. Contact remains above the waist and players stay on their

Thud (No coach determined outcome)
Drill is run at assigned speed through the moment of contact; no predetermined "winner". Contact remains above the waist, players stay on their feet and a quick whistle

Live Action (No coach determined outcome)
Games, scrimmages and drills run in game-like conditions. These are the only times that players are taken to the ground.

Day 1-2
3.11.4.6 – No Contact Rule
Equipment – Helmets
Allowable Contact – "Air" and "Bag"
- Unlimited

Day 3-4
Equipment – Helmets and shoulder pads
Allowable Contact – "Air", "Bag" and "Control"
- Unlimited

Day 5-14
Equipment – Full protective equipment may be worn
Allowable Contact – "Air", "Bag" and "Control"
- Unlimited

Allowable Contact – "Thud" and "Live Action"
- Maximum 30 minutes per practice
- No more than 2 consecutive days
- Only one practice (on a scheduled 2-a-day)
- 2 scheduled scrimmages, not to exceed 90 minutes each

Day 15-Remainder of the Season
- Equipment – Full protective equipment may be worn

Allowable Contact – "Air", "Bag" and "Control"
- Unlimited

Allowable Contact – "Thud" and "Live Action"

- Maximum of 4 days per week (including games)
- No more than 2 consecutive days
- Maximum of 30 minutes per practice

SOCIAL MEDIA

INTENT

The school district supports the appropriate use of technology to communicate with students for legitimate educational purposes. Employees and agents of the school district are responsible for conducting themselves professionally, exercising sound judgment, and teaching and modeling high standards of behavior and civic values, regardless of location. This expectation applies to employees' conduct and interactions with students and to all material that employees post through school district media, texting, personal websites, blogs, and other social networking sites including but not limited to Facebook, MySpace, YouTube, and Twitter.

PROHIBITED ACTIONS

District employees, volunteers, and others serving as agents of the school district are prohibited from engaging in inappropriate communication with students including but not limited to online or digital socializing, social networking (i.e. Facebook, Twitter, YouTube, etc.), internet use, email, texting, blogging, or other electronic communication that violates the 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").

The following use of social or digital media is a violation of this policy. The following list is intended to be illustrative and does not describe every kind of prohibited behavior.

1. Sending any correspondence, including but not limited to text or email, that does not directly serve a school or educational purpose.
2. Authorizing students to access your personal, social media accounts (e.g. "friending" or "following") or requesting that students provide you with access to their personal social media accounts.
3. Communicating with students about sex, personal matters, intimate matters, or similar matters.
4. Joking with students about matters involving sex, using double entendre, or making suggestive remarks of a sexual or intimate nature.
5. Sharing sexually inappropriate material or objects with students.
6. Displaying pornography.
7. Making a sexual advance or engaging in any activity of a sexual or romantic nature with a student.
8. Disclosing confidential student records or information.
9. Disclosing confidential personnel records or information of other school district employees, agents, or volunteers.
10. Behaving in any manner that results in a disruption to the school environment.
11. Behaving in any manner that impairs the employee's ability to perform his or her employment duties or impairs his or her ability to be an effective employee.

12. Using an employment title or including any reference to the employee's affiliation with the school district unless the communication is school related and in compliance with the law, district policies, and Rule 27.
13. Including mascots, symbols, logos, or other district trademarks in non-school related communications.

EXCLUSIONS

The aforementioned prohibition shall not apply to the following such that these exclusions do not otherwise constitute a violation of the law, district policies, or Rule 27:

A. School-purposed, non-personal social media accounts and messaging applications created solely for school-related matters to which all of the employees' students within an established group, their parents, and school officials are allowed or offered access.
B. Personal, social media accounts and messaging applications of students who are immediate family members (limited to children, grandchildren, brothers, sisters, nieces, and nephews).
C. Contact with students through personal social media accounts or messaging applications when students are not immediate family members but for which explicit, parental consent has been obtained by the employee from the student's parent/guardian and whereby the employee acts within the parameters for which parental consent has been given.

LIMITATIONS NOT CONSTRUED

Nothing in this policy should be construed to:

A. limit an employee's right to speak as a citizen about matters of public concern; or
B. prohibit an employee from communicating with students about non-school organizations or activities for which the employee is a coach or sponsor so long as the employee's communication is in compliance with the non-school organization's standards of conduct, school district policies, the law, and Rule 27; or
C. regulate any communication that is unrelated to the employee's position of employment with the school district and otherwise protected by the United States Constitution and the Nebraska Constitution.

DUTY TO NOTIFY

School district employees are required to promptly notify an administrator if they become aware of any situation that may constitute a violation of this policy.

Students, parents, or any other person should notify an administrator if they believe that a school district employee or any other person affiliated with the school district may be engaging in conduct that violates this policy.

VIOLATION

A violation of this policy 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.

FUNDRAISERS AND MANAGEMENT OF CASH AND OTHER RECEIPTS

Coaches and Sponsors need to keep in mind when planning fundraising activities that we live in a small community that gets asked to donate money for multiple school and community activities. Hemingford is a very generous community, but we do not want to take advantage of this situation. With that in mind please plan fundraising using the following guidelines.

Purpose

The purpose of this section is to provide guidance to coaches and activity sponsors in organizing and conducting fundraisers, to ensure that all funds raised are properly secured, managed, and deposited.

Approval Process

All proposed fundraisers must be submitted for advanced approval to the activities director, principal of the school, and the superintendent's office. The approval process includes a review of the fundraising activity, its purpose, timeline, target amount, and any potential risks. The approval process may take up to 10 business days, and no fundraising activity should be conducted until approval has been obtained.

Fundraising Methods

Coaches and activity sponsors must ensure that all fundraising activities comply with all federal, state, and local laws and regulations, as well as any applicable school district policies. Only those fundraising activities that are legal, ethical, and aligned with the school district's values and mission should be approved.

On-Campus Fundraising

If you are interested in selling food items at a contest that is in the gym your group will need to also be in charge of the concession stand that day as well.

You are responsible to secure and set up any tables and chairs that you need. More importantly, you are responsible for the cleaning of those items and returning them to where they are stored immediately following the competition.

Off-Campus Fundraising

This includes selling food items as examples. It also includes online sales of items like apparel and Christmas wreaths. PLEASE PLAN AHEAD! Make sure you are not selling a similar product or asking for donations for the same thing as another organization. You will not be allowed to run the same fundraiser as another group. There are some established fundraisers that organizations have been doing for several years. You will not be allowed to use the same type of fundraiser as the ones that have been established.

The exception would be the sales of online apparel for a specific sport or activity. These sales should be held in proximity to the beginning of the activity's season.

Please plan on doing one major fundraiser. Please avoid doing a new fundraiser every month, as people get tired of getting requested for donations. Plan ahead to give yourself time to secure and return the fundraiser request, and allow for time for it to make it through the administrative channels.

State qualification apparel sales should not be run as a fundraiser and should be sold as close to a breakeven price point as possible. Chances are you have already gotten a donation from these same patrons.

Collection and Deposit of Funds

All cash and checks received during fundraising activities must be collected in a secure and tamper-proof container, which should be clearly labeled with the name of the fundraising activity and the date of collection. Coaches and activity sponsors are responsible for ensuring the safekeeping of all funds until they can be turned in to the school for deposit.

Cash and checks must be deposited in the school's bank account on a weekly (or more frequent) basis. When possible, no cash or checks should be held overnight, and no cash or checks should be used to purchase any items for the fundraiser or for any other purpose.

Accounts

All accounts should be part of the school district's financial system. No accounts are authorized on behalf of the school or in the name of the school (or any school group's name). If any accounts currently exist, they should be closed and funds deposited with the Business Manager immediately.

Records and Reporting

Coaches and activity sponsors must keep detailed and accurate records of all fundraising activities, including the name of the activity, the date, the amount of money raised, and the expenses incurred. These records must be submitted to the High School office or the Business office within 10 business days of the conclusion of the fundraising activity.

Conclusion

The success of any fundraising activity is dependent on proper planning, execution, and management. Coaches and activity sponsors should familiarize themselves with these procedures and ensure that all fundraising activities comply. Any questions or concerns regarding fundraising activities should be directed to the superintendent's office.

EXPENDITURE PROCEDURES

Purpose

The purpose of this section is to provide guidance to coaches and activity sponsors regarding expenditures made in connection with their coaching and sponsorship responsibilities.

Approval Process

All purchases or expenses made in connection with coaching or sponsoring an activity must be approved in advance by the activities director, the principal of the school, and the superintendent's office. Approval must be obtained before any purchase is made. Purchases made without approval or by personal payment (rather than through the school) will not be reimbursed. The approval process may take up to 10 business days, and no purchases should be made until approval has been obtained.

Eligible Expenses

Expenses that are eligible for purchase include items that are necessary for the successful operation of the activity, such as supplies, equipment, transportation, and registration fees. The expenses must be reasonable and necessary for the activity and must comply with all federal, state, and local laws and NSAA regulations, as well as any applicable school district policies.

Documentation and Reporting

Coaches and activity sponsors must keep detailed and accurate records of all expenses incurred in connection with the activity, including detailed/itemized receipts, invoices, and other supporting documentation. These records must be submitted to the Business Manager within three days of the transactions/etc.

Conclusion

Coaches and activity sponsors should familiarize themselves with these procedures and ensure that all expenses are necessary and comply with the policy. Any questions or concerns regarding expenses should be directed to the Business Office.

ACTIVITY FUNDS (Dual Accounts)

Purpose

The purpose of this section is to provide guidance to coaches and activity sponsors regarding the management of activity funds and the use of the two separate accounts.

Activity Fund Accounts

Each activity will have two separate accounts: one account funded by the school district through transfers from the general fund, and the other account funded by students fundraising, hosting camps/clinics, and donations. The purpose of each account is as follows:

School District Funded Account

This account is funded by the school district and is used to help with required and necessary costs, such as registration fees and the cost of officials hired by the school during the activity season. The funds in this account are intended to support the basic operations of the activity and ensure that all required and necessary costs are covered including practice and game equipment, game uniforms, and first aid supplies.

Student Funded Account

This account is funded by students fundraising, hosting camps/clinics, and donations. The funds in this account may be used to help pay for supplemental equipment, personalized warm-up attire, meals for teams during travel, summer development activities, and other various needs of each program including uniforms purchased outside of the regular rotation. The funds in this account are intended to support activities beyond the basic operations covered by the school district-funded account.

Honor Cords and Other Recognition Items

When the principal approves the use of graduation honor cords, the cost of those cords will be paid for by the student-funded account or by the students themselves. Other recognition items provided to seniors or for other special recognitions will also be paid for by the student-funded account.

Use of Funds

All funds received by each activity must be deposited into the appropriate account. Coaches and activity sponsors must ensure that all expenditures are made in accordance with the purpose of each account. All expenditures must be approved in advance by the activities director, principal of the school, and the superintendent's office, and all expenses must be supported by appropriate documentation, including detailed/itemized receipts, invoices, and other supporting documentation.

Accounting and Reporting

All funds received and expended by each activity must be recorded and reported in accordance with generally accepted accounting principles and any applicable school district policies. Coaches and activity sponsors must maintain accurate and detailed records of all activity funds, including receipts, invoices, and other supporting documentation. These records must be submitted to the principal of the school or the superintendent's office on a regular basis.

Conclusion

Coaches and activity sponsors should familiarize themselves with these procedures and ensure that all activity funds are managed in accordance with the purpose of each account. Any questions or concerns regarding activity funds should be directed to the superintendent's office.

BOARD POLICY: STAFF CONDUCT WITH STUDENTS - 0402.15

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers. The term "students" excludes a staff member's immediate family members.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct
Examples of unacceptable conduct by staff members include but are not limited to the following:

- Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;
- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;
- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;
- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- Sending students on personal errands;
- Sexual banter, allusions, jokes, or innuendos with students;
- Asking a student to keep a secret;
- Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;
- Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and
- Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.
- Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;
- Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business);

- Exchanging personal gifts (beyond the customary student teacher gifts); and/or
- Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

This policy shall be included in future employee, student and volunteer handbooks.

APPENDIX A: ASSESSMENT AND EVALUATION

Hemingford Public Schools

Head Coach/Sponsor Assessment and Evaluation

Coach: Assignment:

School Year: Evaluator:

STANDARD: (1) RELATIONSHIPS, COMMUNICATION, AND PUBLIC RELATIONS. The coach/activity sponsor consistently demonstrates effective communication skills, maintains effective relationships with all stakeholders, and effectively manages public relations. They prepare and distribute scheduling information in a timely manner, provide constructive feedback to students, and maintain open and consistent communication with students, parents, administrators, and maintenance personnel. The coach/activity sponsor establishes and communicates clear goals and expectations, cooperates with other coaches and personnel, accepts and implements decisions from school administration, and works collaboratively with the community to support and promote their program. Approachability and effective delegation to assistant coaches and volunteers are key aspects of their role.

Evaluator	Description
Highly Effective ☐	The coach/activity sponsor demonstrates exceptional communication and relationship-building skills, proactively engaging with all stakeholders. They consistently provide timely and accurate scheduling information, and their feedback to students is always constructive. They maintain exemplary communication with students, parents, administrators, and other coaches, fostering a collaborative and supportive environment. They effectively cooperate with maintenance personnel, ensuring optimal conditions for practice and playing fields. Their approachability and ability to define and communicate expectations clearly with assistant coaches and volunteers are outstanding, resulting in a highly successful and well-regarded program.
Effective ☐	The coach/activity sponsor demonstrates effective communication and maintains productive relationships with all stakeholders. They regularly provide timely scheduling information and constructive feedback to students. Communication with students, parents, administrators, and other coaches is consistent and appropriate. They cooperate well with maintenance personnel and other staff, ensuring the smooth operation of their program. They are approachable and clearly define expectations for assistant coaches and volunteers, contributing to the overall success of the program.
Developing ☐	The coach/activity sponsor shows developing communication and relationship-building skills. They sometimes provide timely scheduling information and constructive feedback to students. Communication with students, parents, administrators, and other coaches is generally appropriate but may be inconsistent. Cooperation with maintenance personnel and other staff is developing but may require additional effort. Their approachability and clarity in defining expectations for assistant coaches and volunteers are improving, but further development is needed to fully support the program.
Ineffective ☐	The coach/activity sponsor demonstrates limited communication and relationship-building skills. They frequently fail to provide timely scheduling information and their feedback to students lacks constructiveness. Communication with students, parents, administrators, and other coaches is often poor or inconsistent. Cooperation with maintenance personnel and other staff is inadequate, leading to suboptimal conditions for practice and playing fields. Their approachability and ability to define and communicate expectations with assistant coaches and volunteers are significantly lacking, negatively impacting the success of the program.

Comments:

Click here to enter text

STANDARD: (2) KNOWLEDGE. The coach/activity sponsor demonstrates a comprehensive understanding of the requirements and best practices in their field. They stay updated with NSAA (or other governing body) athletic and activity requirements and actively participate in local and state meetings, clinics, and seminars to enhance their coaching knowledge. They exhibit a thorough understanding of and adherence to NSAA, District, and school policies and procedures and possess a strong knowledge of sports fundamentals. They apply innovative techniques and proven procedures to their coaching and systematically plan for practices and games to ensure effective and efficient preparation and performance.	
Evaluator	Description
Highly Effective ☐	The coach/activity sponsor demonstrates an exceptional depth of knowledge and consistently stays current with NSAA (or other governing body) requirements. They actively engage in local and state meetings, clinics, and seminars, continuously enhancing their coaching expertise. Their understanding and adherence to NSAA, District, and school policies are exemplary. They exhibit a profound knowledge of sports fundamentals and effectively incorporate both innovative and proven techniques into their coaching. Their systematic planning for practices and games is meticulous, ensuring optimal preparation and performance.
Effective ☐	The coach/activity sponsor demonstrates a strong understanding of the requirements and best practices in their field. They stay updated with NSAA (or other governing body) requirements and regularly participate in local and state meetings, clinics, and seminars. They follow NSAA, District, and school policies and procedures consistently. Their knowledge of sports fundamentals is solid, and they effectively use both innovative and proven techniques in their coaching. They plan systematically for practices and games, ensuring effective preparation and performance.
Developing ☐	The coach/activity sponsor shows developing knowledge and understanding of the requirements and best practices in their field. They make an effort to stay updated with NSAA (or other governing body) requirements and participate in local and state meetings, clinics, and seminars when possible. Their adherence to NSAA, District, and school policies and procedures is generally consistent but may require improvement. Their knowledge of sports fundamentals is basic, and they occasionally use innovative and proven techniques in their coaching. Their planning for practices and games is developing but may lack consistency or detail.
Ineffective ☐	The coach/activity sponsor demonstrates limited knowledge and understanding of the requirements and best practices in their field. They rarely stay updated with NSAA (or other governing body) requirements and seldom participate in local and state meetings, clinics, and seminars. Their adherence to NSAA, District, and school policies and procedures is inconsistent. Their knowledge of sports fundamentals is inadequate, and they rarely use innovative or proven techniques in their coaching. Their planning for practices and games is poor, leading to inadequate preparation and performance.
Comments:	
Click here to enter text	

STANDARD: (3) PERSONAL CONDUCT AND CHARACTERISTICS. The coach/activity sponsor exemplifies high standards of personal conduct and demonstrates characteristics that serve as a role model for students and the school community. They promote good sportsmanship, show respect in all interactions, and model leadership qualities through their behavior, appearance, and communication. They support the entire athletic and activities program, ensure coaching responsibilities do not interfere with classroom duties, and consistently use sound judgment and decision-making skills. Appropriate attire is maintained at games and practices, reflecting professionalism and respect for the role.	
Evaluator	Description
Highly Effective ☐	The coach/activity sponsor consistently sets an exemplary standard of personal conduct and characteristics, serving as an outstanding role model. They actively promote and demonstrate excellent sportsmanship in all interactions with students, assistant coaches, parents, administrators, officials, and opposing teams. Their respect and leadership qualities are evident in their behavior, appearance, manners, and language. They strongly support the school's entire athletic and activities program, ensure coaching responsibilities never interfere with classroom duties and consistently use excellent judgment and decision-making skills. Their attire is always appropriate and professional at games and practices.
Effective ☐	The coach/activity sponsor sets a high standard of personal conduct and characteristics, serving as a positive role model. They regularly promote and demonstrate good sportsmanship in interactions with students, assistant coaches, parents, administrators, officials, and opposing teams. They show respect and model good leadership qualities through their behavior, appearance, manners, and language. They support the school's entire athletic and activities program, ensure coaching responsibilities do not interfere with classroom duties, and use sound judgment and decision-making skills. Their attire is appropriate and professional at games and practices.
Developing ☐	The coach/activity sponsor demonstrates developing personal conduct and characteristics, making efforts to serve as a role model. They occasionally promote and demonstrate sportsmanship in interactions with students, assistant coaches, parents, administrators, officials, and opposing teams. Their respect and leadership qualities are generally evident but may require improvement in consistency. They support the school's athletic and activities program and try to ensure coaching responsibilities do not interfere with classroom duties. Their judgment and decision-making skills are developing, and their attire is generally appropriate but may need occasional improvement.
Ineffective ☐	The coach/activity sponsor demonstrates limited personal conduct and characteristics, often failing to serve as a positive role model. They rarely promote or demonstrate sportsmanship in interactions with students, assistant coaches, parents, administrators, officials, and opposing teams. Their respect and leadership qualities are frequently lacking in behavior, appearance, manners, and language. They show minimal support for the school's athletic and activities program, often allowing coaching responsibilities to interfere with classroom duties. Their judgment and decision-making skills are poor, and their attire is often inappropriate and unprofessional at games and practices.
Comments:	
Click here to enter text	

STANDARD: (4) PLAYER DEVELOPMENT, DISCIPLINE, AND SAFETY. The coach/activity sponsor is dedicated to the holistic development, discipline, and safety of all players. They teach key sports principles, fundamentals, and technical skills, utilizing effective motivational strategies to enhance player performance. Efficient use of practice time, maintaining an effective pace, and providing age-appropriate instruction are essential. They inspire a competitive spirit and desire for individual growth, assist with college communications, and monitor students' academic and extracurricular activities. Discipline is maintained through written rules, consistent application of team rules, and effective supervision. Safety is a top priority, with adherence to injury prevention protocols, equipment checks, and emergency planning.	
Evaluator	Description
Highly Effective ☐	The coach/activity sponsor excels in player development, discipline, and safety. They effectively teach sports principles, fundamentals, and technical skills and use highly motivational strategies that significantly enhance player performance. Their practice sessions are highly efficient, maintaining an excellent pace and flow. They provide superior age-appropriate instruction and technical guidance during games, instilling a competitive spirit and a strong desire for individual growth. They actively assist with college communications and monitor students' academic and extracurricular activities. Discipline is managed exceptionally well, with clearly communicated rules and consistent enforcement. Safety procedures are meticulously followed, ensuring a safe and supportive environment for all players.
Effective ☐	The coach/activity sponsor demonstrates strong player development, discipline, and safety practices. They effectively teach sports principles, fundamentals, and technical skills and use appropriate motivational strategies to enhance player performance. Practices are efficiently managed, maintaining a good pace and flow. They provide age-appropriate instruction and technical guidance during games, instilling a competitive spirit and encouraging individual growth. They assist with college communications and monitor students' academic and extracurricular activities. Discipline is maintained through written rules and consistent application. Safety procedures are followed, ensuring a safe environment for all players.
Developing ☐	The coach/activity sponsor shows developing skills in player development, discipline, and safety. They teach sports principles, fundamentals, and technical skills but may lack consistency. Motivational strategies are used but may not always be effective. Practices are generally efficient but may sometimes lack effective pace and flow. Age-appropriate instruction and technical guidance are provided but require improvement. They make some efforts to assist with college communications and monitor students' activities. Discipline is maintained but may need more consistency in application. Safety procedures are followed but require more diligence and attention to detail.
Ineffective ☐	The coach/activity sponsor demonstrates limited ability in player development, discipline, and safety. They struggle to teach sports principles, fundamentals, and technical skills effectively, and rarely use effective motivational strategies. Practices are inefficient and lack proper pace and flow. Age-appropriate instruction and technical guidance are insufficient, and minimal effort exists to instill a competitive spirit or desire for individual growth. Assistance with college communications and monitoring of students' activities is inadequate. Discipline is poorly managed, with inconsistent application of rules. Safety procedures are often neglected, posing risks to player well-being.
Comments:	
Click here to enter text	

STANDARD: (5) ADMINISTRATIVE DUTIES. The coach/activity sponsor effectively manages all administrative responsibilities to ensure the smooth operation of their program. They maintain necessary coaching certifications, prepare and file mandatory paperwork promptly, and review team rules, student codes of conduct, and NSAA regulations with students. Timely submission of eligibility lists, equipment needs, inventories, budget information, and program details is essential. They meet deadlines consistently, manage uniforms and equipment efficiently, and provide necessary information for transportation and event entries. Evaluating assistant coaches and volunteers in a timely manner and preparing for team functions are also key aspects of their administrative duties.

Evaluator	Description
Highly Effective ☐	The coach/activity sponsor excels in managing administrative duties. They consistently maintain all required coaching certifications and meticulously prepare and file all mandatory paperwork on time. They thoroughly review team rules, student codes of conduct, and NSAA regulations with students, ensuring comprehensive understanding. They always submit eligibility lists, equipment needs, inventories, budget information, and program details promptly. Deadlines are met without fail, and they efficiently manage the care, maintenance, storage, and inventory of all uniforms and equipment. Necessary information for transportation and event entries is provided accurately and timely. They evaluate assistant coaches and volunteers effectively and prepare for team functions with exceptional organization.
Effective ☐	The coach/activity sponsor effectively manages their administrative duties. They maintain required coaching certifications and prepare and file mandatory paperwork in a timely manner. They review team rules, student codes of conduct, and NSAA regulations with students regularly. They submit eligibility lists, equipment needs, inventories, budget information, and program details on time. They generally meet deadlines and manage uniforms and equipment efficiently. Necessary information for transportation and event entries is provided in a timely manner. They evaluate assistant coaches and volunteers appropriately and prepare for team functions effectively.
Developing ☐	The coach/activity sponsor demonstrates developing skills in managing administrative duties. They maintain required coaching certifications but may occasionally delay paperwork preparation and filing. They review team rules, student codes of conduct, and NSAA regulations with students, but not always comprehensively. Submission of eligibility lists, equipment needs, inventories, budget information, and program details is sometimes late. Deadlines are occasionally missed, and the management of uniforms and equipment needs improvement. Necessary information for transportation and event entries is provided but may lack timeliness or accuracy. Evaluation of assistant coaches and volunteers is inconsistent, and preparation for team functions may lack organization.
Ineffective ☐	The coach/activity sponsor struggles with managing administrative duties. They fail to maintain required coaching certifications consistently and often delay or neglect the preparation and filing of mandatory paperwork. They rarely review team rules, student codes of conduct, and NSAA regulations with students. Submission of eligibility lists, equipment needs, inventories, budget information, and program details is frequently late or incomplete. Deadlines are often missed, and management of uniforms and equipment is poor. Necessary information for transportation and event entries is frequently inaccurate or late. Evaluation of assistant coaches and volunteers is neglected, and preparation for team functions is disorganized.

Comments:

Click here to enter text

Evaluator's Summary Comments:
Areas of Strength
Click here to enter text
Areas of Development
Click here to enter text

Plan of Improvement or Plan of Assistance (Only if Needed)

A Plan for Improvement is required for Teachers/Educational Specialists who receive a rating of "Developing" on any of the Standards covered by this evaluation. A Plan of Assistance is required for Teachers/Educational Specialists who receive a rating of "Ineffective" on any of the Standards covered by this evaluation.

Plan for Improvement (Attached if Applicable)

Plan of Assistance (Attached if Applicable)

Signature Page

My signature is an acknowledgment that I received a copy of this Assessment and Evaluation but does not necessarily indicate agreement with its contents. I acknowledge that I have been informed that I have seven calendar days to file a written response regarding any aspect of this evaluation with which I disagree or that I wish to clarify.

Coach Signature:_____ Date:____/____/_____

Evaluator Signature:_____ Date:____/____/_____

Hemingford Public Schools
Assistant Coach/Sponsor Assessment and Evaluation

Assistant Coach/Sponsor: Assignment:

School Year: Head Coach/Sponsor:

STANDARD: (1) Knowledge. The assistant coach demonstrates a thorough understanding of the sport/activity, including its principles, strategies, rules, and techniques. They stay current with developments in the sport/activity and apply this knowledge effectively during practices and games.	
Evaluator	Description
Highly Effective ☐	The assistant coach demonstrates exceptional knowledge of the sport/activity. They stay updated with the latest developments and effectively incorporate advanced techniques and strategies into practices and games. Their understanding of the sport's principles, rules, and techniques is comprehensive and significantly enhances team performance.
Effective ☐	The assistant coach demonstrates a strong knowledge of the sport/activity. They stay current with developments and effectively apply their understanding of principles, rules, and techniques during practices and games, contributing positively to team performance.
Developing ☐	The assistant coach demonstrates developing knowledge of the sport/activity. They make efforts to stay updated but may occasionally lack a comprehensive understanding of certain principles, rules, or techniques. Their application of knowledge during practices and games is improving but requires further development.
Ineffective ☐	The assistant coach demonstrates limited knowledge of the sport/activity. They rarely stay updated with developments and often lack an understanding of key principles, rules, and techniques. Their application of knowledge during practices and games is insufficient, negatively impacting team performance.
Comments:	
Click here to enter text	

STANDARD: (2) Professionalism. The assistant coach consistently demonstrates professionalism through their behavior, appearance, and interactions with students, parents, officials, and staff. They uphold the values and standards of the school and serve as a positive role model.	
Evaluator	Description
Highly Effective ☐	The assistant coach consistently demonstrates exceptional professionalism. Their behavior, appearance, and interactions with students, parents, officials, and staff are exemplary. They uphold the highest values and standards of the school, serving as an outstanding role model.
Effective ☐	The assistant coach demonstrates strong professionalism. Their behavior, appearance, and interactions with students, parents, officials, and staff are appropriate and reflect the values and standards of the school. They serve as a positive role model.
Developing ☐	The assistant coach demonstrates developing professionalism. Their behavior, appearance, and interactions with students, parents, officials, and staff are generally appropriate but may require improvement in consistency. They strive to reflect the values and standards of the school.
Ineffective ☐	The assistant coach demonstrates limited professionalism. Their behavior, appearance, and interactions with students, parents, officials, and staff are often inappropriate or inconsistent with the values and standards of the school. They fail to serve as a positive role model.
Comments:	
Click here to enter text	

STANDARD: (3) Engagement with Students. The assistant coach actively engages with students, fostering a supportive and inclusive environment. They build strong relationships with students, promoting their growth and development both on and off the field.	
Evaluator	Description
Highly Effective ☐	The assistant coach consistently demonstrates exceptional engagement with students. They foster a highly supportive and inclusive environment, building strong relationships that significantly promote student growth and development.
Effective ☐	The assistant coach demonstrates strong engagement with students. They create a supportive and inclusive environment, building positive relationships that promote student growth and development.
Developing ☐	The assistant coach demonstrates developing engagement with students. They make efforts to create a supportive and inclusive environment but may require improvement in building strong relationships to fully promote student growth and development.
Ineffective ☐	The assistant coach demonstrates limited engagement with students. They often fail to create a supportive or inclusive environment and struggle to build relationships that promote student growth and development.
Comments:	
Click here to enter text	

STANDARD: (4) Ability to Communicate with Team Members. The assistant coach effectively communicates with team members, providing clear instructions, feedback, and encouragement. They ensure that all team members understand their roles and responsibilities.	
Evaluator	Description
Highly Effective ☐	The assistant coach demonstrates exceptional communication skills with team members. They provide clear and concise instructions, feedback, and encouragement, ensuring all team members thoroughly understand their roles and responsibilities.
Effective ☐	The assistant coach demonstrates strong communication skills with team members. They provide clear instructions, feedback, and encouragement, ensuring that team members understand their roles and responsibilities.
Developing ☐	The assistant coach demonstrates developing communication skills with team members. They make efforts to provide clear instructions, feedback, and encouragement, but may require improvement in ensuring that all team members fully understand their roles and responsibilities.
Ineffective ☐	The assistant coach demonstrates limited communication skills with team members. They often provide unclear instructions, feedback, and encouragement, leading to confusion about roles and responsibilities.
Comments:	
Click here to enter text	

STANDARD: (5) Ability to Motivate. The assistant coach effectively motivates team members, fostering a positive and competitive spirit. They use appropriate strategies to inspire players to achieve their best.	
Evaluator	Description
Highly Effective ☐	The assistant coach demonstrates exceptional ability to motivate team members. They consistently use highly effective strategies to inspire players, fostering a positive and competitive spirit that drives team success.
Effective ☐	The assistant coach demonstrates strong ability to motivate team members. They use effective strategies to inspire players, fostering a positive and competitive spirit.
Developing ☐	The assistant coach demonstrates developing ability to motivate team members. They make efforts to use motivational strategies but may require improvement in effectiveness to fully inspire players and foster a competitive spirit.
Ineffective ☐	The assistant coach demonstrates limited ability to motivate team members. They rarely use effective motivational strategies, leading to a lack of inspiration and competitive spirit among players.
Comments:	
Click here to enter text	

STANDARD: (6) Ability to Communicate with Parents and Administration. The assistant coach maintains open and effective communication with parents and administration. They provide regular updates and address concerns promptly and professionally.	
Evaluator	Description
Highly Effective ☐	The assistant coach demonstrates exceptional communication skills with parents and administration. They consistently provide thorough updates and address concerns promptly and professionally, maintaining strong relationships and trust.
Effective ☐	The assistant coach demonstrates strong communication skills with parents and administration. They provide regular updates and address concerns in a timely and professional manner, maintaining positive relationships.
Developing ☐	The assistant coach demonstrates developing communication skills with parents and administration. They make efforts to provide updates and address concerns but may require improvement in timeliness and professionalism to maintain strong relationships.
Ineffective ☐	The assistant coach demonstrates limited communication skills with parents and administration. They rarely provide updates or address concerns promptly and professionally, leading to weak relationships and trust.
Comments:	
Click here to enter text	

STANDARD: (7) Knows and Conforms to School Policies. The assistant coach demonstrates a thorough understanding of and adherence to school policies. They ensure that their actions and decisions align with the school's standards and expectations.	
Evaluator	Description
Highly Effective ☐	The assistant coach demonstrates exceptional knowledge and adherence to school policies. Their actions and decisions consistently align with the school's standards and expectations, serving as a model for others.
Effective ☐	The assistant coach demonstrates strong knowledge and adherence to school policies. Their actions and decisions generally align with the school's standards and expectations.
Developing ☐	The assistant coach demonstrates developing knowledge and adherence to school policies. They make efforts to align their actions and decisions with the school's standards and expectations but may require improvement in consistency.
Ineffective ☐	The assistant coach demonstrates limited knowledge and adherence to school policies. Their actions and decisions often fail to align with the school's standards and expectations, leading to inconsistencies.
Comments:	
Click here to enter text	

STANDARD: (8) Ability to Work with Coaching Staff. The assistant coach effectively collaborates with the coaching staff, contributing to a cohesive and unified team approach. They support the head coach's vision and assist in achieving team goals.	
Evaluator	Description
Highly Effective ☐	The assistant coach demonstrates exceptional collaboration with the coaching staff. They consistently support the head coach's vision and actively contribute to a cohesive, unified team approach that achieves team goals.
Effective ☐	The assistant coach demonstrates strong collaboration with the coaching staff. They support the head coach's vision and contribute to a cohesive team approach that works towards achieving team goals.
Developing ☐	The assistant coach demonstrates developing collaboration with the coaching staff. They make efforts to support the head coach's vision and contribute to the team approach but may require improvement in consistency and effectiveness.
Ineffective ☐	The assistant coach demonstrates limited collaboration with the coaching staff. They often fail to support the head coach's vision or contribute to a cohesive team approach, hindering the achievement of team goals.
Comments:	
Click here to enter text	

Evaluator's Summary Comments:
Areas of Strength
Click here to enter text
Areas of Development
Click here to enter text

Plan of Improvement or Plan of Assistance (Only if Needed)

A Plan for Improvement is required for Teachers/Educational Specialists who receive a rating of "Developing" on any of the Standards covered by this evaluation. A Plan of Assistance is required for Teachers/Educational Specialists who receive a rating of "Ineffective" on any of the Standards covered by this evaluation.

Plan for Improvement (Attached if Applicable)

Plan of Assistance (Attached if Applicable)

Signature Page

My signature is an acknowledgment that I received a copy of this Assessment and Evaluation but does not necessarily indicate agreement with its contents. I acknowledge that I have been informed that I have seven calendar days to file a written response regarding any aspect of this evaluation with which I disagree or that I wish to clarify.

Assistant Coach/Sponsor Signature:_____ Date:____/____/_____

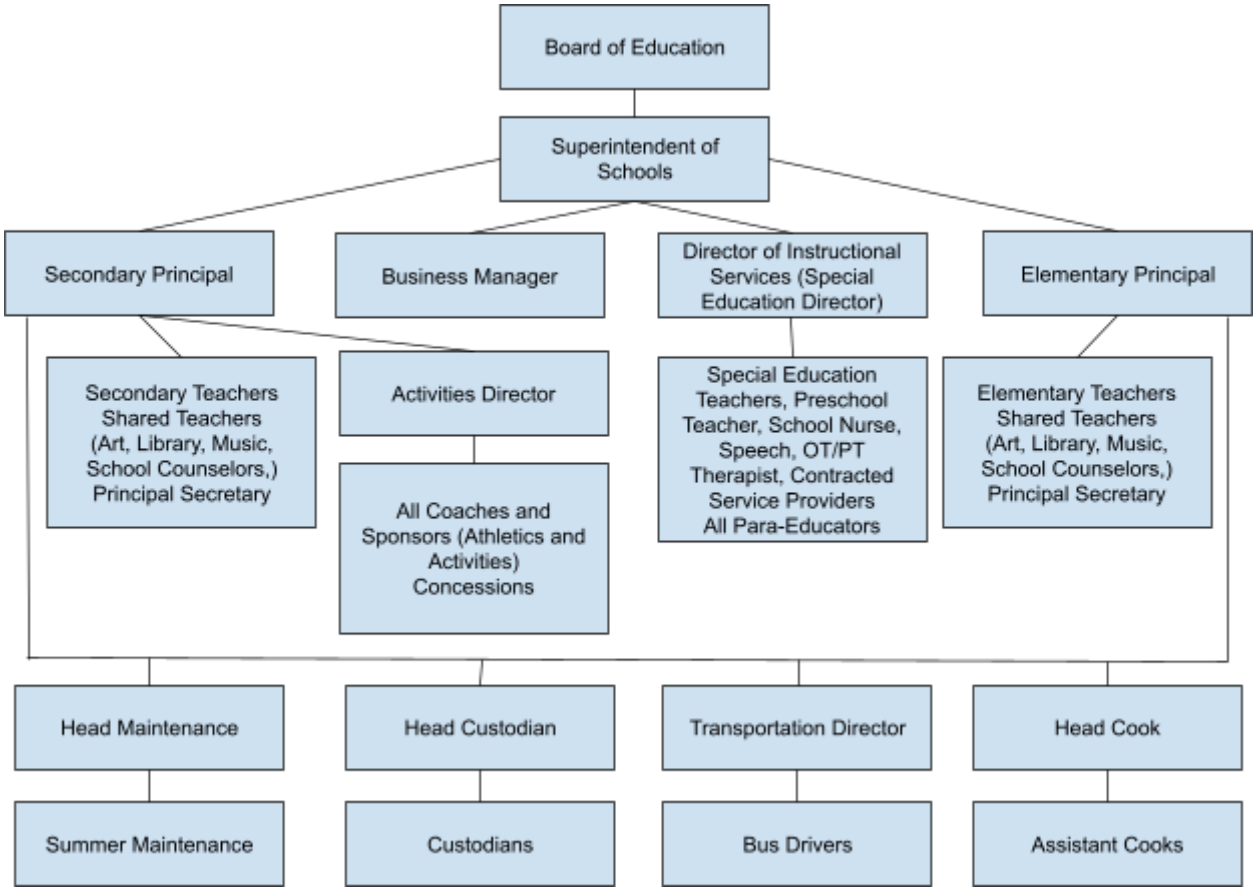
Head Coach/Sponsor Signature:_____ Date:____/____/_____

Activities Director Signature:_____ Date:____/____/_____

APPENDIX B: CHAIN OF COMMAND, CONFLICT RESOLUTION, AND COMMUNICATION

HEMINGFORD PUBLIC SCHOOLS

Chain of Command



Directives for School Personnel

Conflict Resolution Responsibilities:
All school employees have a responsibility to ensure individuals are directed to the appropriate source for resolving their conflicts. If people complain about decisions, practices, or staff members, direct them to the person with whom they have an issue. If they have already addressed the issue with that person, guide them to the next level in the chain of command. Avoid sympathizing with those who do not follow proper channels, as this erodes trust and undermines effective team dynamics.

Speaking Well of Others:
Except during necessary evaluations or assessments, school employees are to avoid making unkind or critical remarks about any employee, student, parent, or administrator. Blaming others when things do not go well erodes trust and undermines the collaborative culture in our schools.

How to Effectively Communicate with Our School Team

When students, parents, or community members need to work through questions or issues, it is essential to know whom to contact. This document outlines the appropriate contacts for various matters, starting with the first person listed. Most issues can be resolved at this initial level. If necessary, appointments can be made with the next person in the chain of command.

Matters involving student schedules and course placement:

1. Classroom Teacher
2. School Counselor
3. Principal
4. Superintendent

Matters involving instruction/curriculum:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving student activities:

1. Coach/Sponsor (wait 24 hours after the activity to contact)
2. Activities Director
3. Secondary Principal
4. Superintendent

Matters involving student discipline:

1. Classroom Teacher and Special Education Teacher (if the student has an IEP)
2. Principal
3. Special Education Director (if the student has an IEP)
4. Superintendent

Matters involving transportation:

1. Bus Driver
2. Transportation Director
3. Activities Director (if related to activities)
4. Principal
5. Superintendent

Matters involving school nutrition:

1. Head Cook

2. Elementary Principal
3. Superintendent

Matters involving student physical health:

1. School Nurse
2. Building Principal
3. Superintendent

Matters involving student mental health:

1. School Counselor
2. Building Principal
3. Mental Health Professional (LMHP or School Psychologist)
4. Superintendent

Matters involving facilities:

1. Building Custodian
2. Head Custodian or Head of Maintenance (whichever is applicable)
3. Building Principal
4. Superintendent

Matters involving technology:

1. Classroom Teacher
2. Technology Coordinator
3. Building Principal
4. Superintendent

Matters involving attendance:

1. Classroom Teacher
2. Building Principal
3. Superintendent

Matters regarding students in the SAT Process or 504 Plans:

1. Classroom Teacher
2. School Counselor
3. School Nurse (if 504 plan is health-related)
4. Principal
5. Special Education Director
6. Superintendent

Matters regarding students with disabilities involving general education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters regarding students with disabilities involving special education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters involving school safety/security:

1. Safety Committee Chair
2. Principal
3. Superintendent

Thank you in advance for partnering with our team to find effective ways to meet the educational needs of our students.

Conflict Resolution Steps

Five Steps:

1. **Identify the source of the conflict:** Go directly to the source to seek resolution.
2. **Look beyond the incident:** Understand the broader context and underlying issues.
3. **Request solutions:** Write down the specific solution you are seeking and share it with the person involved.
4. **Identify solutions both disputants can support:** Find common ground and mutually agreeable solutions.
5. **Agreement:** Reach a final agreement that resolves the conflict.

Additional Guidelines:

- Address the person directly in a respectful and constructive manner.
- Arrange meetings in a place free of distractions, possibly with a mediator or facilitator if needed.
- Consider using a hearing officer or mediation framework for more complex conflicts.
- Encourage all parties to participate in good faith and with a collaborative mindset.

ACKNOWLEDGEMENT FOR RECEIPT

of

Hemingford Public Schools

"COACHES AND SPONSORS HANDBOOK"

I, _____ (your name) acknowledge that I was issued a copy of the Coaches and Activity Sponsors Handbook for Hemingford Public Schools for the school year 2024-2025 which included a copy of Board Policy 0402.15 Staff Conduct with Students. This handbook was issued to me before the first day for student classes.

I was given an overview of the contents of the handbook by the Hemingford Public Schools Administration. I am responsible for familiarizing myself with the contents of the Coaches and Activity Sponsors Handbook and the Student/Parent Handbook(s) for my building(s). My signature on this form indicates that I have read and intend to comply with the contents of the Coaches and Activity Sponsors Handbook.

_____	_____
Date	**Your Signature**

SUPPORT STAFF HANDBOOK

Hemingford Public Schools 2024-2025

GUBN - Get Up Bobcat Nation

Acknowledgement for Receipt of

Hemingford Public Schools

"SUPPORT STAFF HANDBOOK"

I, _____ (your name) acknowledge that I was issued a copy of the Support Staff Handbook for Hemingford Public Schools for the school year 2024-2025 which included a copy of Board Policy 0402.15 Staff Conduct with Students.

I was given an overview of the contents of the handbook by the Hemingford Public Schools Administration. I am responsible for familiarizing myself with the contents of the Support Staff Handbook. My signature on this form indicates that I have read and intend to comply with the contents of the Support Staff Handbook.

_____ _____

Date your signature

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ORGANIZATION

EDUCATIONAL PHILOSOPHY OF THE SCHOOL DISTRICT

As a school corporation of Nebraska, the Hemingford School District, acting through its School Board, is dedicated to promoting an equal opportunity for a quality public education to its students within the limitations of the school district's ability and willingness to furnish financial support to provide for students in cooperation with their parents and the school district community, the opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance to and encourages critical thinking in the students for a lifetime.

The board endeavors through the dedication of the school district's resources, to encourage students, who come to the school district from a variety of backgrounds, to look forward to the time when they will have jobs, homes, families, places in the school district community, and attain recognition as individuals. In order to achieve this goal, the board will seek qualified employees dedicated to development of their professional skills for the betterment of the education program and for the expertise for educational productivity.

Instruction and curriculum are the key elements of a public education. Critical thinking and problem-solving skills that will assist the students' preparation for life shall be instructed as part of a sequentially coordinated curriculum. The school district strives to prepare students for employment, to discover and nurture creative talent and to prepare them to meet and cope with social change in an atmosphere conducive to learning.

The support and involvement of the home and the school district community are essential to achieve educational excellence in the school district. The school district strives to maintain an active relationship with the home and the school district community to create within the students an awareness of dignity and worth of the individual, civic responsibility and respect for authority.

MISSION STATEMENT, OBJECTIVES AND BELIEFS

Mission Statement

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

Vision Statement

Our vision at Hemingford Public Schools is to work with parents and the community to:

- create a safe and healthy learning environment for all,
- provide and promote opportunities for academic success,
- inspire involvement using career interests and strengths, and
- prepare caring, responsible, and successful citizens.

School Improvement Goals

Academic Goal:
All students will demonstrate growth in math on state and/or national assessments by the end of the 2025-2026 school year.

Instructional Goal:
Students and teachers will be engaged in evidence-based instructional strategies to improve learning.

District Objectives

1. To develop each child to his full capacity. `
2. To build an appreciation and an understanding of our democratic ideals and the functioning of democratic government.
3. To develop an understanding of and respect for all people with emphasis on their rights and responsibilities.
4. To develop ethical character with respect for moral and spiritual values.
5. To develop mastery of the basic skills which are needed for intelligent participation in the modern world.
6. To develop mental, social, and physical health.
7. To develop an understanding of world problems.
8. To encourage the child to think clearly, evaluate independently and work cooperatively with others.
9. To develop initiative in the worthy use of leisure time.

Beliefs

We believe That All Children

1. Look to us; parents, community and school for their personal foundation.
2. Are unique individuals and valuable resources deserving the opportunity to learn all they can.
3. Are worthy individuals deserving of respect, recognition and compassion.
4. Are entitled to a positive vision and the support of school, parents and community to obtain the best possible education.
5. Should be provided an education to help them develop to their fullest potential to prepare them for a changing world.
6. Are important and unique and if nurtured with love, they will learn and succeed.
7. Deserve a productive learning environment with quality facilities, facilitators and activities.
8. Have the ability to learn.

PURPOSE

This handbook is prepared for the purpose of providing information on customs and policies pertaining to the Hemingford Public Schools. It is intended for use by the staff as a guide in developing a well-coordinated instructional support program. It is hoped the statements set forth in this handbook will improve understanding and cooperation among all school personnel in the coming school year.

It is the purpose of this handbook to establish uniformity of operation. It will be supplemented from time to time as board policy, superintendent policy or the principals' policies are changed.

The quality of educational achievement is directly related to the employees of the school district. Each employee has been selected to provide for a certain phase of the child's needs as he/she grows in the educational program. As we coordinate our work and as each school employee grows professionally in his effectiveness, so grows the Hemingford Public Schools as a more effective school system.

WORK AGREEMENT AND RELATED ITEMS

Classified school employees are appointed to their position by the Superintendent. They are directly responsible, in coordination with the school's certificated staff, for the welfare of the students under their control, which includes the development of the child's capacities in all phases: mental, physical, social, and moral.

Classified school employees are jointly responsible to the superintendent of schools, the principals, and their immediate supervisors in accordance with Board of Education Policy. School employees are expected to carry out the policies of the Board of Education.

EMPLOYMENT

Classified employees are "at-will" employees, and may be terminated at any time by the school district.

ASSIGNMENT

The duties to be performed are subject to assignment by the administration and your supervisor. Job descriptions, where available, provide additional information about the position duties.
Employees are expected to devote full time during days of school to their work and to diligently and faithfully perform the assigned duties to the best of the employee's ability

PERSONNEL FILE

The District will follow the requirements of state and federal law and regulation with regard to an employee's personnel file. If an employee elects to view their file, it will be under the supervision of the Superintendent or their designee.

GRIEVANCES AND COMPLAINTS

Employee grievances or complaints shall be addressed through the administrative chain of command following the process set forth in Board Policy 0402.05. Can you attach the policy number as well as hand out a copy of board policy so that staff have very clear direction on this.

PAYMENT

Payroll periods begin with the first workday of the month and end with the last workday of the month. Pay for the work period is made on the 15th following the previous month's last workday. The September payroll will reflect days worked in August. The check will be small for staff that did not work all possible August days.

VOLUNTEER WORK

Any individual volunteering will not be compensated nor receive compensatory time. Volunteer work at the building level is permitted so long as the duties to be

performed are: (1) not similar in nature to the duties being performed for paid time and (2) the volunteer work does not continue in the same building during duty hours of the individual.

BENEFITS

Classified employees are provided benefits in accordance with their employment classification and Board Policy. Annual fringe benefit elections are to be made by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Employees are responsible for informing the school bookkeeper in writing of any changes in benefit status.

PAYROLL

Payroll deductions are made in accordance with the law and elections made by employees. Before a new employee can be eligible to receive the first paycheck, all necessary forms must be completed. Employee start date will be at least two working days after required documentation is received by the district central office. Those documents include, but are not limited to:

- I-9
- W-4
- Direct deposit form (see details below)
- Nebraska State Retirement System Application (if applicable)
- Criminal History Background Check
- Physical, if required
- Signed Classified Employee Handbook Sign off Sheet, verifying receipt and compliance with handbook

DIRECT DEPOSIT

The district shall pay all wages by manner of direct deposit to a checking or savings account with a financial institution identified and authorized in writing by the particular employee. The employee shall have two weeks from the commencement of employment to return a completed direct deposit form to the payroll department to ensure timely automatic deposit of the employee's wages. The returned form shall include documents that corroborate the relevant routing and bank account number. Once the payroll department receives and verifies all necessary information and forms, payroll will be released on the 15th calendar day of the following month in which wages are earned. Any subsequent changes to an employee's direct deposit information must be submitted before the 10th calendar day in the month in which wages are to be paid through payroll.

ADDRESS CHANGE

If an employee's address or phone number changes at any time during employment with the District, the employee must contact the school bookkeeper as soon as possible. Maintaining accurate employee information is a requirement for all school districts.

PAYROLL DEDUCTIONS

Employees will have payroll deductions of federal tax, state tax, FICA and any other deductions required by law or authorized by an employee on the appropriate sheet in compliance with applicable laws.

Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available.

RETIREMENT

Hemingford Public Schools employees over the age of 18 who work twenty (20) or more hours per week are required to join the Nebraska Public Employees' Retirement System.

All members of the Nebraska Public Employees' Retirement System must contribute a percentage of their gross salary to the retirement fund through payroll deduction. The school district is required by law to match the cost at 101%. Any member who terminates employment with Hemingford Public Schools may:

1) Leave the account on an inactive basis in order to draw a retirement benefit. The employee must have five years of creditable service.

2) Receive a refund or make inquiries to:

Nebraska Retirement System
PO Box 94816
Lincoln, NE 68509
1-800-245-5712

TAX-SHELTERED ANNUITY

All classified employees can have a payroll deduction toward a selected tax-sheltered annuity.

CLOCKING IN AND REPORTING WORK HOURS

Employees will be expected to accurately report hours worked through district software used for time reporting. Timely and accurate tracking of hours through the electronic system is necessary for calculation of payroll and reporting of hours to the Nebraska Public Employees Reitrement System (NPERS)

OVERTIME OR COMP TIME

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which

provides more information about the FLSA is displayed at your workplace or a copy is available from the Human Resources Department. The District may provide compensatory time in lieu of overtime pay to employees, at the Superintendent's discretion on a case by case basis, in accordance with applicable law. ALL overtime and comp time must be pre-approved by supervisor.

The regular workweek for overtime purposes is from 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Employees will be expected to accurately report hours worked through district software used for time reporting. Falsification of time worked is a serious offense.

Employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid overtime rates for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor.

Overtime calculations do not include payment for idle hours when the employee is not at work. Idle hours include vacation, holiday, sick time, and all other types of leave offered to classified employees. Employees who use leave during a week will not be compensated for overtime until time actually worked exceeds 40 hours in the same workweek. For example, if an employee uses eight hours of personal leave on Monday and then works 44 hours between Tuesday and Saturday, only four hours will be considered overtime for that workweek.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent or designee will agree upon the overtime rate in compliance with FLSA regulations.

A non-exempt employee may request or the district may provide compensatory time in lieu of overtime pay, with prior written approval of the Superintendent, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time must be used within a month of earning the time. Extended time for using compensatory time must be approved by the Superintendent on a case by case basis.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event

it is determined that an improper deduction affecting overtime exemption has been made.

DISCIPLINARY SUSPENSION

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance.

WORKER'S COMPENSATION

All employees come under the provisions of the Nebraska Workers' Compensation law. Injuries on district-owned grounds or in district-owned buildings or that happen during job duties off premises, no matter how minor, should be reported immediately to the supervisor or principal.
The principal will work the employee to provide the forms and direct the employee on how to complete the proper incident forms.

Employee's eligible for worker's compensation can receive up to 66 2/3% of their wages from the worker's compensation insurer. The District will then use the employee's available sick and vacation leave time to compensate the employee for the remaining portion of their wages. Once the employee's sick and vacation leave are used up, the district paid portion of their wages will cease and the employee will only receive the amount paid by the worker's compensation insurer. No leave accruals will occur while an employee is on worker's compensation leave.

Once an employee is eligible for worker's compensation, the employee's time off will be treated as allowable time off under the Family Medical Leave Act (FMLA). See Article 3, Section 8 for FMLA details.

ABSENCE PROCEDURES

Once the employee has used all of his/her allotted leave in any category, absent without pay is the only option available.

REQUESTING LEAVE

An employee who wants to use available leave is to submit a leave request through the online leave system to the employee's supervisor. Leave requests are to be submitted in a timely fashion to the supervisor. The supervisor may require that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute. Absence requests must be submitted in the month they occur or before, in order to be paid for the time. Vacation leave, if applicable, must be approved by the Superintendent.

REPORTING LEAVE

Employees must report leave through the online leave system to the business office within three days of taking the leave. Employees must report leave in a timely fashion or the employee will not be compensated for the leave.

GIVING NOTICE OF UNSCHEDULED ABSENCES

An employee who is unable to request advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. To report the need to take a sick or bereavement leave, employees are to contact their building administrator or supervisor as soon as possible. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report to their building administrator or supervisor whether the employee will be able to return to work on the next duty day. For sick or bereavement leaves occurring in circumstances where the need for the leave can be determined in advance, the employee is to make a report of the need to take the leave as soon as possible.

RETURNING FROM ABSENCES

1. Justification for Absences Taken Without Prior Approval. If an employee is absent without advance approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.
2. Establishing Fitness for Duty. Employees must present a written statement from their physician or health care provider to their supervisor when absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 5 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Superintendent to discuss the provision of reasonable accommodations. The District will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

PAID LEAVE

Employees are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with their employment classification and Board policy. During such paid leaves, employees continue to receive their salary and fringe benefits.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

UNPAID LEAVES

The District complies with laws that require leaves to be allowed, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave except as may be required by law. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

JURY DUTY LEAVE

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. Compensation during jury duty will be handled as indicated in Policy 0415.06.

FAMILY MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires the District to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

• for incapacity due to pregnancy, prenatal medical care or child birth;
• to care for the employee's child after birth, or placement for adoption or foster care;
• to care for the employee's spouse, son, daughter or parent, who has a serious health condition;
or
• for a serious health condition that makes the employee unable to perform the employee's job.

The 12 month period for the purposes of FMLA is the period from June 1st through May 31st.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) 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.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the District will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Employees must continue to pay their share of any health insurance premium when they become due. If an employee does not return from FMLA leave, he or she will be required to reimburse the District for the District's share of health plan premiums during a period of unpaid FMLA leave unless the reason the employee does not return is due to the continuation, recurrence, or onset of either a serious health condition of the employee or the employee's family member, or a serious injury or illness of a covered servicemember, which would otherwise entitle the employee to leave under the FMLA, or due to other circumstances beyond the employee's control. An instructional employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year. As used herein, "*instructional employees"* are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for the District for at least 12 months and have 1,250 hours of service in the previous 12 months.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary, as further provided below. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement.

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered servicemember, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the District may require the employee to choose either to:

- Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the District may require the employee to delay the taking of leave until the notice provision is met.

If an employee chooses to take leave for periods of a particular duration in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

If an instructional employee begins leave more than five weeks before the end of a semester, then the District may require the employee to continue taking leave until the end of the semester if —

- The leave will last at least three weeks, and
- The employee would return to work during the three-week period before the end of the semester.

If an instructional employee begins leave during the five-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember then the District may require the employee to continue taking leave until the end of the semester if—

- The leave will last more than two weeks, and
- The employee would return to work during the two-week period before the end of the semester.

If an instructional employee begins leave during the three-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember, then the District may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.

In the case of an employee who is required to take leave until the end of a semester, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The District has the option not to require the employee to stay on leave until the end of the semester. Therefore, any additional leave required by the District to the end of the semester is not counted as FMLA leave; however, the District shall be required to maintain the employee's group health insurance (to the extent stated herein) and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

Substitution of Paid Leave for Unpaid Leave

The District requires to use all accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the District’s normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the District's normal call-in procedures. Employees must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the District requires that all employees who take leave for such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work and perform the essential functions of the employee's job.

District Responsibilities
The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:
• interfere with, restrain, or deny the exercise of any right provided under FMLA; and
• discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

The foregoing is a general overview of FMLA leave. For more information, please contact the Superintendent.

DUTIES AND RESPONSIBILITIES

HOURS OF WORK AND MEETINGS

Regular, dependable attendance at work is an essential function of a classified employee's employment position.

Employees are required to attend meetings called by the administration or their supervisors, except those meetings which are designated for optional attendance.

Classified employees are to utilize a method determined by the superintendent to record work time. Employees are to clock in and clock out at their scheduled work start and end times each day. Failure to do so may result in a review of the employee's work responsibilities and schedule. Non-compliance with procedures and assignments may result in termination of employment.

In the event an employee forgets to clock in or out, the employee is required to send an email with the information about the missed punch, the reason for the missed punch and actual time of arrival or departure from work to Kristy Hanks, Business Manager. khanks@gubn.org

Classified Staff shall not read and respond to work emails or texts outside of regular work hours, unless specifically directed to by an administrator. In the event a classified staff member is directed to read and/or respond to an email or text outside of working hours, then the staff member shall record all time spent in doing so as time worked.

ARRIVAL TO DUTY ASSIGNMENTS

Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times and to be on time for work. All duty times are subject to assignment by the direct supervisor, the building principal, and the superintendent.

LEAVING SCHOOL/ASSIGNMENT

Employees are to be on duty at all times during the assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the Principal or their supervisor.

Employees who leave the school during their designated lunch period or for an approved absence must check out with the Principal's office or their supervisor when leaving and check back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided. When employees leave school for any non-work reason, including lunch, they are to clock out before leaving and clock in upon return. If employees are on site and available/willing to work during the lunch period they may remain clocked in during their lunch time.

SCHOOL PROCEDURES

Employees are expected to adhere to the following school procedures in the performance of their duties:

1. Use of Cell Phones. Employees are to refrain from use of personal cell phones for non-school purposes during duty time.
2. Employees are not to use cell phones or otherwise engage in distracted driving while transporting students or using school vehicles. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies. Employees will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems are to be utilized by all occupants.
3. Employees are not to use radar detectors, laser detectors, or similar devices while transporting students or using school vehicles.
4. Checking Out of Equipment. All equipment must be checked out through the appropriate office. School equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy or contract.
5. Requisition of Equipment and Supplies. Books and supplies which are needed for instruction should be requested through the appropriate office. Employees shall not make purchases on behalf of the District without prior approval of the Superintendent.
6. E-mail. Use of the District's e-mail system for personal communications should be limited and is subject to the rules governing overall computer usage found in Board policy.
7. Employee Mail Box. Employees may be assigned a mailbox. Employees should check for mail upon arrival, in the course of the work day, if possible, and upon departure. If something requires an answer employees are responsible for responding promptly. Employee mail boxes are to be limited to communicate regarding school business.

SUPERVISION OF STUDENTS

Proper supervision of students is an important responsibility of all employees of the District. Employees responsible for student supervision are expected to meet the four "P's" for student supervision and safety. All employees of the school should be

familiar with these principles to the extent they may be involved in supervision of students or interacting with students.

1. Proper Supervision
   a. Report to all duty assignments on time.
   b. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
   c. Be vigilant while supervising students. Never leave your students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
   d. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
   e. Be careful when physically contacting students. Physical contact with students should be limited to that necessary to protect the student. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
   f. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations.
   g. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.
2. Proper Instructions
   a. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
   b. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
   c. When you go over safety rules with students note it in your written records.
3. Proper Maintenance of Buildings, Grounds, and Equipment
   a. Conduct periodic inspections of equipment under your control or in your area of supervision.
   b. If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.

4. Proper Warnings
   a. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

Contact the Office for Assistance: The principal's office should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fights
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

Student Searches: School staff members should notify the school principal of any situation in which a student is suspected of having an item in violation of school rules. Classified staff members are not to conduct searches of students or their belongings unless authorized to do so for a specific situation by the school administration. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights: Treat students fairly and consistently without consideration of race, color, religion, gender, or disability. Students who need special accommodations are to be given those accommodations as needed for them to participate in school and school activities.

Follow IEP and 504 Plans for the students for whom you are responsible. Be attentive and respond to "bullying." Maintain the confidentiality of student records. Student record information should be shared only with other school staff with a need to know the information to perform their duties.

DISPENSING MEDICATION

Employees are not permitted to give any medication to students unless trained under the Medication Aide Act. To ensure the proper care of our students, employees who are asked to take the medication training and administer medications shall do so.

Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the nurse's office; with the exception of students who have a diabetes self-management or asthma self-management plan. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission slips to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel are not to administer medicine, including over the counter medicine, without a signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: student's name, name of medication, dosage needed, and time of dispensing the medication.

REPORTING CHILD ABUSE

Employees are to be familiar with and follow the Child Abuse Policy No. 4105.

PERSONAL AND PROFESSIONAL CONDUCT STANDARDS

ETHICS STANDARDS

Hemingford Public Schools expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

Principle I - Commitment as a School Employee:

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the employee's contractual and personal responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or disability.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
8. Shall report to the Superintendent any known violation of paragraphs 1 through 7 above.
9. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the employee:

1. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.

2. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
3. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The classified employee bears responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the employee:

1. Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. Shall, with reasonable diligence, attend to the duties of the employee's position.

Principle IV - Commitment to Classified Position Employment Practices:

The employee shall believe that sound personnel relationships with governing administration and board of education are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to employment practices, the employee:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct job related business through designated procedures, when available, that have been approved by the employing agency.
5. Shall not assign to unqualified personnel, tasks for which an employee is responsible.
6. Shall permit no commercial or personal exploitation of his or her employment position.
7. Shall use time on duty and leave time for the purpose for which intended.

COMPETENT PERFORMANCE

Employees must possess the abilities and skills necessary to accomplish the designated task.

Therefore, each employee shall:

1. Keep records for which he or she is responsible in accordance with law and policies of the school system;
2. Supervise others in accordance with law and policies of the District;
3. Recognize the role and function of community agencies and groups as they relate to the District and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each employee shall:

1. Utilize available materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce written and dated administrative policy of the District which has been communicated to the educator;
3. Use channels of communication when interacting with educators, community agencies, and groups, in accordance with policy.

Each supervisor shall:

1. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

Communication Skills: In communicating with students and other employees, each employee, within the limits prescribed by his or her assignment and role, shall:

1. Utilize information and materials that are relevant to the designated task;
2. Use language and terminology which are relevant to the designated task;
3. Use language which reflects an understanding of the ability of the individual or group;
4. Assure that the designated task is understood;
5. Use feedback techniques which are relevant to the designated task;
6. Consider the entire context of the statements of others when making judgments about what others have said;
7. Encourage each individual to state his ideas clearly.

Management techniques: The employee shall:

1. Resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Develop and maintain positive standards of conduct.

Human and Interpersonal Relationships: Employees shall possess effective human and interpersonal relations skills and therefore:

1. Shall allow others who hold and express differing opinions or ideas to freely express such ideas;

2. Shall not knowingly misinterpret the statement of others;
3. Shall not show disrespect for or lack of acceptance of others;
4. Shall provide leadership and direction for others by appropriate example;
5. Shall offer constructive criticism when necessary;
6. Shall comply with reasonable requests and orders given by and with proper authority;
7. Shall not assign unreasonable tasks;
8. Shall demonstrate self-confidence and self-sufficiency in exercising authority.

Personal Requirements: Each employee within the scope of delegated authority shall:

1. Be able to engage in physical activity, with or without a reasonable accommodation, appropriate to the designated task except for temporary disability;
2. Be able to communicate so effectively as to accomplish the designated task;
3. Appropriately control his or her emotions;
4. Possess and demonstrate sufficient intellectual ability to perform designated tasks.

ROLE MODEL

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a professional manner.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.

- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

Employees who observe or become aware of a violation of the foregoing expectations by other employees are to report the matter to the Principal or the Superintendent.

RELATIONSHIPS

It is important for employees to maintain an effective working relationship with the administration and all co-workers. Employees are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties, gossiping, or spreading rumors about others.

CIVILITY

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with the District. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Superintendent. There will be no retaliation against a person for making the report.

GENERAL INFORMATION

BAD WEATHER/SCHOOL CLOSING

The importance of notifying employees, parents, and students when school will be delayed in opening, not opened at all, or be dismissed early is of prime concern. We will be using an automated messaging system (Remind) which will allow the school to contact each family with regard to school closing and other notifications. This system is designed to message the phone number or numbers listed in your employment file. Please ensure that the school district is continually notified of any changes to your contact information.

The school also uses local radio station KCOW, KNEB, and KCSR to inform staff, parents, and students of closing due to inclement weather. The school will make every effort to make this information available as soon as possible.

COMMUNICATION

Employees of Hemingford Public Schools are expected to utilize effective communication strategies and technological resources when appropriate to collaborate and engage with students, parents, families, and the community to create meaningful relationships that enhance the learning process.

In order to facilitate such communication between the school and homes, teachers are expected and directed to follow the communications plans and protocols developed at the school and district levels. Such communications plans will include directions for frequency, content, and method/mode of communication teachers will be expected to utilize.

COMMUNITY RELATIONS

The Board of Education, through the administration, demands dignity, neatness, and seriousness of purpose for its employees. The education profession, as a whole, is frequently and unjustly judged by the attitude and conduct of a single school employee. Since all are judged by what only a few may do, it is imperative that each of us give considerable thought to our actions as they relate to community customs.

School employees should regard the community in which they are employed as their home. You should be interested in its institutions, its worthwhile activities, and participate in those in which you have special interest and abilities. Good judgment should be used in all practices.

Poor public relations can ruin the finest faculty in a good school. It is imperative that we all use common sense and discretion in and out of school.

CONCESSIONS/CASH BOXES

Concessions and other cash boxes, such as gate receipts for athletic events, are to be counted and signed-off by two adults before the funds are remitted to the school administration and office staff.

CONCUSSIONS: RETURN TO LEARN

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Hemingford Public Schools adopts the NDE Guidance entitled "Bridging the Gap from Concussion to the Classroom," and accompanying Appendix, as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

CONFIDENTIALITY AND CONFIDENTIALITY OF RECORDS

Employees should not discuss school matters outside the job nor discuss confidential or personal information about students or staff. Requests from anyone, including fellow building staff members, for personal information about students or staff should be referred to the principal. School staff shall maintain student records in compliance with state and federal law.

COPYRIGHT AND FAIR USE POLICY

It is the school's policy to follow the federal copyright law. Students and staff are reminded that when using school equipment and when completing course work, they must also follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statue provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and

- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Employees should seek assistance from a administration if there are any questions regarding what may be copied.

CRISIS SITUATIONS

Behavior in the first moments, by those actually involved in a crisis situation, will largely dictate the outcome. In the event of a crisis situation, Hemingford School personnel are expected to follow the procedures as written in the Emergency Responses Manual.

EMPLOYEE FAMILY MEMBERS AND VISITORS

Employees are welcome to bring their children to visit their worksite, provided that the visits are infrequent, brief, and planned in a fashion that limits disruption to the workplace and/or staff member responsibilities. Other family members, spouses, significant others, or visitors may be allowed from time to time at the discretion of the administrator/supervisor. If the frequency, length, or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.

Employees are not permitted to bring ill children to work. This guidance is not to be utilized as a backup childcare arrangement. Employees are provided paid time off benefits which should be used for personal reasons or to care for an ill child.

EMPLOYEE BENEFITS ONLINE PLATFORM

As part of a comprehensive benefits package, the district provides access to various elective benefits, including vision insurance, supplemental insurance, emergency transportation insurance, and Section-125 (flex spending) plans. These are available for employees to purchase at group rates through an online benefits platform.

CUSTODIAL ASSISTANCE

Our custodians strive to keep the school neat, clean and functional. It is a difficult job, and we should all encourage students to conduct themselves in ways that contribute to an attractive and safe environment If custodial assistance is needed, all requests must go through the building principal's office. Please email or visit with the building secretary for coordination of custodial and maintenance requests.

DISCIPLINE

School employees are expected to support students in engaging in positive and appropriate behavior. Students should know what behaviors are expected, and

these expectations should be firmly but fairly enforced. Discipline does not automatically mean punishment, but it does always mean encouraging a desired behavior. Threatening, yelling, criticism, sarcasm, etc. are questionable discipline techniques and often prove inadequate. The student's improper behavior should be the focus of the discipline and not the student's personality, family, dress, appearance, etc. Discipline that punishes all students for the wrong doing of a few is discouraged. The forms of discipline used by school employees should be consistent, reasonable, and fair.

Discipline is the responsibility of each individual school employee under the direction of the certificated staff and the principals. The principal's role is to assist and advise in the event of flagrant or continued misbehavior. Flagrant misbehavior should be brought to the attention of the principal immediately. A student shall not be sent to the office without an explanation of the offense. If assistance is needed in the removal of a student, the school employee is to send someone to the principal's office immediately for assistance. Each student dictates different strategies, but effective teaching and adequate preparation prevent many behavioral problems from occurring.

Corporal punishment shall not be administered. Students causing excessive discipline problems may be recommended to the Superintendent for discipline.

FORMS, REPORTS, AND RECORDS

The following items need to be supplied to the Superintendent's Office and updated as needed.

1. W4's
2. Address
3. Telephone Number
4. Marital Status
5. Payroll Deductions
6. Annuities
7. Health Insurance Coverage
8. Supplemental Insurance
9. Savings or Investment Plans

NOTE: All of the above are due prior to September 1st.

FUNDRAISERS AND ACTIVITIES ACCOUNTS

In order to ensure that the resources of the community are not strained as a result of multiple fundraisers occurring at simultaneously, all student organization fundraisers (other than the concession stand) must be approved by the organization's sponsor, the activities director, building principal, bookkeeper, and superintendent. When an organization wishes to engage in a fundraising activity the sponsor will need to complete a Fundraiser Request Sheet and submit the form to the Activities Director. Fundraising activities should not begin until the request has been approved by the superintendent.

Funds earned in the name of a school organization belong to the organization rather than to the individual student. When students engage in fundraising as a member of a school organization (such as activities, groups, teams, or clubs) the proceeds from the fundraising shall remain with the organization regardless of the continued participation status of the student in such organization. If organizations are disbanded all funds remaining with the organization will be transferred to the activity travel account.

Senior class funds remaining after graduation expenses are paid may be designated for a specific school project or activity by a majority vote of the senior class. If no project or activity is designated prior to graduation the remaining funds will be transferred to the secondary school account in the activities fund.

HALL SUPERVISION

School employees are expected to step into the hall between classes to help maintain order. Students must be supervised at all times when they are on school premises because of possible accidents and subsequent liability. School employees are to file all accident reports no matter how large or small. Lawsuits can happen several years later. A written record could be of great assistance in presenting requested testimony.

INSTRUCTIONAL AND WORK AREAS

Each staff member is responsible for the appearance and organization of their assigned work areas. The appearance of the school and school grounds has an impact on the learning that occurs; therefore each staff member should devote time and energy to developing an attractive, stimulating, and orderly instructional setting. Take pride in your educational setting, as well as your work. Be an example for students. When a room is unoccupied, lock and shut doors behind you and shut off lights. ***School employees assigned to supervise students are expected to be with their students during the entire period for which their supervision is assigned.***

Occasionally school employees are required to share rooms. Upon leaving an area please ensure that: a) materials and equipment are stored properly, b) chairs and desks are properly placed, c) the floor is free of litter. On leaving your room for a length of time or for the day, school employees will turn out all lights, close and lock all windows and close and lock all doors. School employees using the building after hours must check all lights and doors and see that all students are out of the building. Students are not to be left to close the building. Whenever the facility is being used, there must be a staff person present and directly supervising the students. Do not give your keys to students or any other person. Individuals and organizations wishing to use the school facilities must complete an Application for Facility Use and submit such application to the office for approval.

MUTUAL RESPECT
The Hemingford Public Schools expects every staff member and student to be treated with respect and dignity.

OBSERVING AND ENFORCING RULES
It is the duty of each school employee to become familiar with the rules, regulations, and policies of the school and to do all that you can at all times to see that they are enforced. Ignorance of the rules does not excuse you.

PARKING AT THE ELEMENTARY SCHOOL
In order to provide a safe and invitational atmosphere to parents and visitors, staff members are to refrain from parking in the parking spaces located on the concrete immediately in front of the south side of the elementary school. These spaces are to be reserved for parents and other visitors to the school.

PROFESSIONALISM AND CODE OF ETHICS
Professional deportment is expected from all personnel of Hemingford Public Schools. This behavior is reflected in your dress and grooming, relationships with students and parents, and interaction with your peers. A positive school climate is critical to everyone's success. All classified employees must be familiar with and adhere to the Personal and Professional Conduct Standards section of this handbook.

PUBLICITY/PUBLICATIONS
Take pride in the school and be proud to tell about the positive elements of the school. Any items to be submitted to local papers or sent home to the parents should be appropriate and approved by the building principal. Any concerns should be presented to the principal in advance. The Secondary Principal shall serve as the editor of all student publications.

PURCHASING
Board Policy on Purchases: **Any employee who purchases supplies or equipment without expressed authorization of the Superintendent shall be personally liable for payment of the bill.** School Employees should make requests for supplies or equipment in sufficient time to allow for economical and wise purchasing.

Class and club sponsors will have responsibility for supplies ordered through their organizations. In many cases, items can be procured through regular school channels more economically. All purchases which are handled through the activity fund should be cleared through the Office of the Superintendent or the Activities Director.
All purchases charged to the school district or to any organization of the school will be accompanied by a requisition order approved through the Weblink online requisitioning system. Requisition Orders for a class or organization must be approved by the authorized personnel in the Office of the

Superintendent or the Activities Director. No bills will be paid by the Board of Education or from the Activity Fund which have not been authorized.

RECORDS MANAGEMENT AND DISPOSITION – LITIGATION HOLDS OF ELECTRONIC MESSAGES

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

RADIOS AND OTHER COMMUNICATION DEVICES

In order to facilitate effective and timely communication, employees may be assigned to wear and use a handheld radio or similar communications device while on duty.

ROOM MAINTENANCE

Before leaving the work area each day, close windows, turn out all lights, and lock the room. Elementary staff members, please make sure your air-conditioners are turned off when you leave. When repairs are needed, notify the principal in order for arrangements to be made for the repair

SAFETY INSTRUCTIONS

All head coaches will conduct a safety lecture in regards to potential dangers that might be incurred by participating in that particular sport. All coaches will instruct participants in their sports in the correct fundamentals of the sport and will not teach fundamentals that have been determined as illegal or unsafe.

All other faculty members who supervise activities or classroom activities where a student could sustain an injury from the activity, will also conduct a class on the

dangers and the safety precautions to be used during the activity or classroom sessions.

SCHOOL BOARD POLICIES

School Board policies are made available to the staff and to the public through the school website. Staff are encouraged to become familiar with board policies. Please direct any questions about board policy to the Superintendent. Policies can be accessed at the following link:
https://meeting.sparqdata.com/public/Organization/Hemingford

SCHOOL LUNCH

School employees are strongly encouraged to utilize payroll deduction to pay for school lunches purchased by themselves and or members of their family. This ensures convenience for employees and timely payment of lunch bills to the school. Lunches must be paid for in advance. The school will not charge meals to employees or students with negative lunch account balances.

STUDENT CONDUCT

A student handbook will be used to familiarize students and parents or guardians with the school's practices and procedures. Students will be given a copy of the handbook, which will explain general regulations and requirements.

Students are expected to act, dress, and conduct themselves in the school building and at school sponsored events, in such a fashion that their behavior and dress will reflect favorably on the individual and on the school, will show consideration to fellow students, and will create a harmonious school atmosphere. All students must recognize their individual responsibilities and obligations, and discharge them in accordance with the school regulations.

All staff members are responsible for overseeing the conduct of students, both during school hours and at school sponsored events. In each instance in which an employee acts to help a student conduct him/herself properly, emphasis shall be placed upon the growth of the student and the ability to discipline him/herself.

SCHOOL KEYS

No key is to be duplicated without the Superintendent's written permission. **DO NOT GIVE YOUR KEYS TO ANY ONE ELSE TO USE.** Prior arrangements must be made if student managers use your keys. Staff members may be required to pay for the cost of lock/key replacement in the event that the staff member's keys are lost, misplaced, or stolen.

SPONSOR/CHAPERONE DUTIES

Most employees, in addition to their regular assignments, are asked to sponsor a class or organization.

At the first meeting of the year, students in each class or organization should elect officers, and determine projected plans for activities and fundraising activities. Projects must be approved by the principal and scheduled by the activity director to avoid conflicts with other organizations and competition with local businesses. Parliamentary Procedure will be used in all class meetings.

If a project involves the use of the cafeteria and/or kitchen, the head cook must be consulted. If a cook needs to be present at the project, the organizer will be billed for that individual's time. If a janitor is asked to do the cleaning, make prior arrangements and be prepared to pay that individual for the services.

The sponsor is responsible for the financial records for each class or organization. They should review the records with the treasurer of the organization and the district bookkeeper at least once a month.

No students are to be in the building during a project or event unless a sponsor is present. Sponsors should check to see that lights are off and doors locked when they leave. The facilities should be left in a clean condition.

No organization is to meet at the school or any other location for any purpose without prior clearance from the principal. Sponsors are also to be aware that any money earned from fundraisers is to be used to benefit the school or community or for a growth experience. Using the school's name to raise money for a party is prohibited.

STAFF DRESS

School employees should be conscious of the importance of attractiveness, appropriateness, and neatness in dress and grooming. Set a positive example about the importance of school. Business casual attire is appropriate. This includes polos, button down shirts, dress pants, khaki's, etc. The wearing of T-shirts should be limited to promotion of school spirit and messaging that supports educational initiatives and school endorsed educational causes, such as post-secdondary learning promotion, "#BeKind," and "I Love Public Schools" days. Staff attire needs to be compliant with expectations for student dress. Staff Members are permitted to wear jeans on Fridays when they have contributed to the jean scholarship program.

STAFF WELLNESS

Hemingford Public School District highly values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle. Staff members are expected to serve as role models for students in the area of wellness. HPS staff members are encouraged to serve as healthy role models for students.

STUDENT DRESS CODE

The school administration and teachers encourage everyone to behave and dress in a fashion reflecting good taste and in a style appropriate for a school day or school

activity. An individual's dress, personal appearance, and cleanliness, like his/her behavior, should reflect sensitivity to and a respect for others.

Student dress and personal appearance that disrupts or distracts from the educational environment of the school, is offensive, in violation of any statute, or is a health or safety hazard is not acceptable and is not permitted.

Examples of inappropriate dress: midriff blouses; low cut blouses; hats; caps; headbands; chains or straps on pants; articles displaying obscene or vulgar writing or symbols; articles displaying tobacco, alcohol, or drug advertisement; jewelry with potentially harmful accessories; any clothing in reference to membership in gangs: bandanna; sagging clothes; or tagging with gang signs or letters. Any type of shorts worn to school will reach to the middle of the thigh. Shoes must be worn at all times. School employees will send students to the office, or notify the office, if a student's clothing or dress is questionable. The final decision will rest with the administration.

If students are participating in extra-curricular activities or school-sponsored activities, their dress or appearance will be the responsibility of the coach or sponsors.

STUDENT ERRANDS

Students are not to be sent on errands outside the school building during school hours unless by permission of the principal. Students are entrusted to our care, therefore, it is essential that we know where they are at all times. Notify the principal well in advance when you desire to go with your groups outside the school building during school time on class trips.

STUDENT HANDBOOK

All staff members should be familiar with and know the student handbook, encouraging students to know and follow its guidelines and regulations, too.

SUPERVISION OF STUDENTS

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the following:

Proper Supervision

1. Report to all duty assignments on time.
2. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
3. Be vigilant while supervising students. **Never leave your students unattended**; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area.

When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students are doing.

4. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs.
5. Be careful with touching students. Use of corporal punishment is prohibited at Hemingford Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment), and that which professional educators determine appropriate for purposes of proper student relationships.
6. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to the administration.

Proper Instructions

1. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
2. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
3. When you go over safety rules with students, note it in your written records (e.g., your lesson plan book or daily reports).
4. Review playground and classroom safety rules with students at least once each semester, and note when you do it in your written records. Also, if any students are absent when you review the rules; contact the student(s) to review the same information and also note that contact in your written records.

Contact the Principal for Assistance

The principal should be contacted immediately when a situation exists which could cause injury to students or others.

<u>Examples include:</u>

1. Student fight
2. Student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
3. Reported incident or a suspicion that a student has a weapon or other dangerous item(s), drugs, alcohol, or other illegal substances

4. Presence of an intruder (a non-student or staff member who refuses to go to the office)

Student Searches
School staff members should notify the school principal of any situation in which a student is suspected of having an item in violation of school rules. School staff members are not to conduct searches of students or their belongings unless authorized to do so for a specific situation by the school administration.

Student Rights
Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

WORK ROOM
The work room is to be kept as neat as possible. Avoid discussing individual students in the workroom. Additionally, ensure that communications in the workroom are positive and conducive to a productive and effective school climate. Parents and community members often form impressions of our schools based upon the professionalism exhibited in the school offices and in the workroom and break room. Your assistance in this is greatly appreciated.

TELEPHONE
School employees are welcome to use the school telephone. The school telephones are not to be used for personal long distance calls. School telephones are tax exempt and are to be used for official school business only. School employees who have student supervision responsibilities **will not** be called to the telephone except in case of emergency.

VIDEO SURVEILLANCE
The Board of Education has authorized the use of video cameras on Hemingford School District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property; and to safeguard District facilities and equipment; and to further the educational process. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies. Teachers may videotape instruction and other classroom activities to make available to students who were absent or who would like to otherwise review such content.

VISITORS

All visitors are to be directed to the principal's office. This is for the preservation of classroom order as well as to protect students and staff.

Parental interest and concern should be welcomed. However, if a visitation becomes hostile, a teacher or an administrator should be present. Students and school employees are not to open any doors for non-school personnel, as visitors must enter through the main doors to the building and check-in at the office. School employees have the responsibility and the right to question visitors in the building.

WORK AREA SAFETY AND ACCIDENT REPORTING

All employees share in the responsibility for maintaining a safe and healthy school environment. All staff members shall avail themselves of every possible opportunity to instruct students in the safe use and handling of any school property or equipment that could cause injury to students or school personnel. Any unsafe or unhealthy conditions in the immediate work area, building, or on the school campus should be reported immediately to the school principal. In the event of an accident to an employee, student, or visitor, the safety and care of the injured individual should be of primary concern. A written report of the incident should be made to the principal within 24 hours, if not sooner. An incident which requires the attention of medical personnel and any other incident deemed important by the principal, should be reported to the superintendent of schools.

Instructors or sponsors of groups using laboratories, including science, art or shop areas will be responsible for seeing that individuals or groups working with the following materials or in the following areas will wear the appropriate eye and/or face protection or other protective gear deemed appropriate:

1. Hot molten materials.
2. Heat treatment, tempering, or kiln firing of any metal or other materials.
3. Milling, sawing, turning, shaping, cutting, grinding or stamping of solid materials.
4. Gas or electric arc welding or other welding processes.
5. Repair or servicing of any vehicles.
6. Caustic or explosive materials.
7. Hot liquids or solids, injurious radiation or other hazardous materials.

SELECTED BOARD POLICIES

EMPLOYEE GRIEVANCES - 0402.05

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel. This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties.

It will be incumbent upon all district employees to follow these procedures to settle their grievances. Within this general framework the following specific purposes are to be served by this grievance procedure:

1. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affects him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Nothing in this policy shall contradict the requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board.

Cross Reference: 301.04 Communication Channels

STAFF CONDUCT WITH STUDENTS - 0402.15

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers. The term “students” excludes a staff member’s immediate family members.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct

Examples of unacceptable conduct by staff members include but are not limited to the following:

· Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;

· Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;

· Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;

· For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;

· Sending students on personal errands;

· Sexual banter, allusions, jokes, or innuendos with students;

· Asking a student to keep a secret;

· Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;

· Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and

· Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.

· Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;

· Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business);

· Exchanging personal gifts (beyond the customary student teacher gifts); and/or

· Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

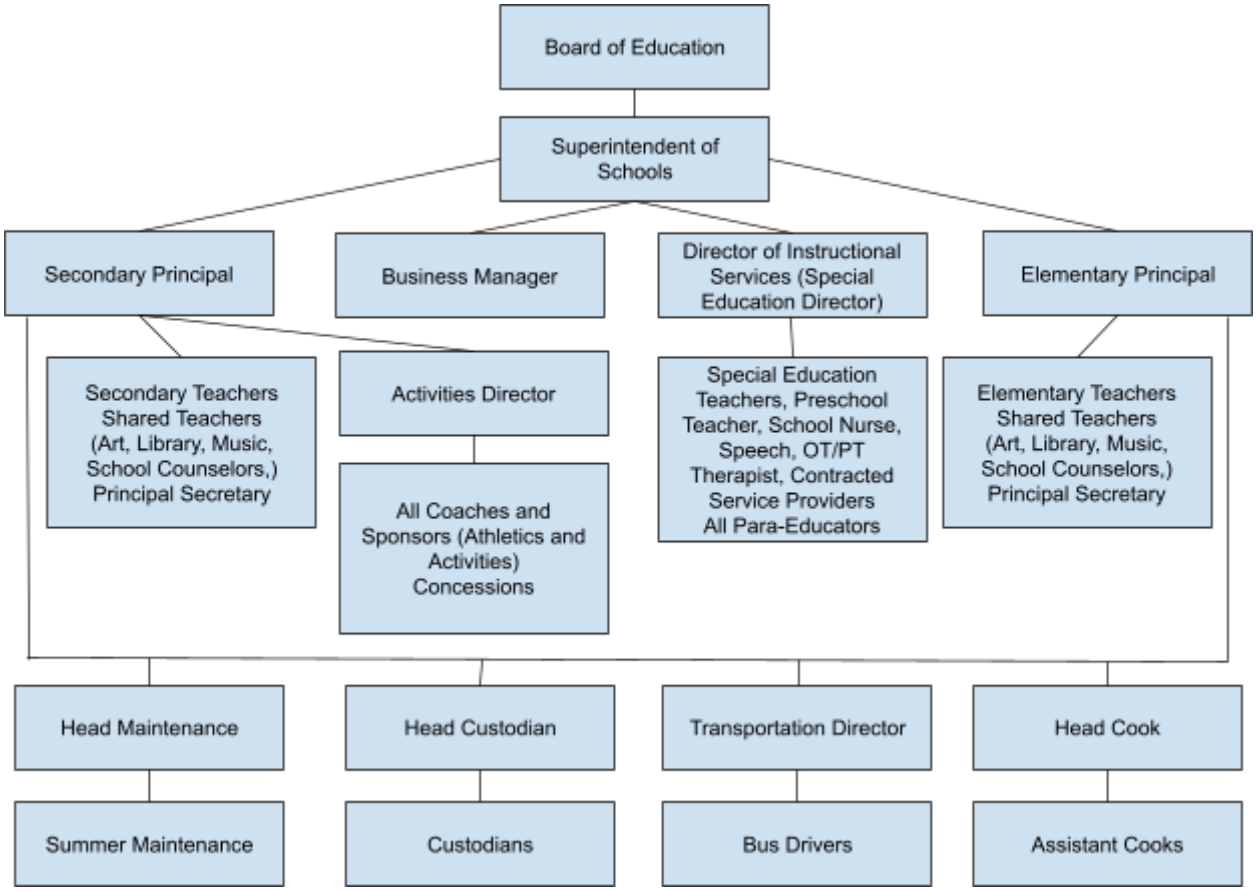
Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

This policy shall be included in future employee, student and volunteer handbooks.

APPENDIX A: CHAIN OF COMMAND, CONFLICT RESOLUTION, AND COMMUNICATION

HEMINGFORD PUBLIC SCHOOLS

Chain of Command



Directives for School Personnel

Conflict Resolution Responsibilities:
All school employees have a responsibility to ensure individuals are directed to the appropriate source for resolving their conflicts. If people complain about decisions, practices, or staff members, direct them to the person with whom they have an issue. If they have already addressed the issue with that person, guide them to the next level in the chain of command. Avoid sympathizing with those who do not follow proper channels, as this erodes trust and undermines effective team dynamics.

Speaking Well of Others:
Except during necessary evaluations or assessments, school employees are to avoid making unkind or critical remarks about any employee, student, parent, or administrator. Blaming others when things do not go well erodes trust and undermines the collaborative culture in our schools.

How to Effectively Communicate with Our School Team

When students, parents, or community members need to work through questions or issues, it is essential to know whom to contact. This document outlines the appropriate contacts for various matters, starting with the first person listed. Most issues can be resolved at this initial level. If necessary, appointments can be made with the next person in the chain of command.

Matters involving student schedules and course placement:

1. Classroom Teacher
2. School Counselor
3. Principal
4. Superintendent

Matters involving instruction/curriculum:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving student activities:

1. Coach/Sponsor (wait 24 hours after the activity to contact)
2. Activities Director
3. Secondary Principal
4. Superintendent

Matters involving student discipline:

1. Classroom Teacher and Special Education Teacher (if the student has an IEP)
2. Principal
3. Special Education Director (if the student has an IEP)
4. Superintendent

Matters involving transportation:

1. Bus Driver
2. Transportation Director
3. Activities Director (if related to activities)
4. Principal
5. Superintendent

Matters involving school nutrition:

1. Head Cook
2. Elementary Principal
3. Superintendent

Matters involving student physical health:

1. School Nurse
2. Building Principal
3. Superintendent

Matters involving student mental health:

1. School Counselor
2. Building Principal
3. Mental Health Professional (LMHP or School Psychologist)
4. Superintendent

Matters involving facilities:

1. Building Custodian
2. Head Custodian or Head of Maintenance (whichever is applicable)
3. Building Principal
4. Superintendent

Matters involving technology:

1. Classroom Teacher
2. Technology Coordinator
3. Building Principal
4. Superintendent

Matters involving attendance:

1. Classroom Teacher
2. Building Principal
3. Superintendent

Matters regarding students in the SAT Process or 504 Plans:

1. Classroom Teacher
2. School Counselor
3. School Nurse (if 504 plan is health-related)
4. Principal
5. Special Education Director
6. Superintendent

Matters regarding students with disabilities involving general education:

1. Classroom Teacher and Special Education Teacher
2. Principal

3. Special Education Director
4. Superintendent

Matters regarding students with disabilities involving special education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters involving school safety/security:

1. Safety Committee Chair
2. Principal
3. Superintendent

Thank you in advance for partnering with our team to find effective ways to meet the educational needs of our students.

Conflict Resolution Steps

Five Steps:

1. **Identify the source of the conflict:** Go directly to the source to seek resolution.
2. **Look beyond the incident:** Understand the broader context and underlying issues.
3. **Request solutions:** Write down the specific solution you are seeking and share it with the person involved.
4. **Identify solutions both disputants can support:** Find common ground and mutually agreeable solutions.
5. **Agreement:** Reach a final agreement that resolves the conflict.

Additional Guidelines:

- Address the person directly in a respectful and constructive manner.
- Arrange meetings in a place free of distractions, possibly with a mediator or facilitator if needed.
- Consider using a hearing officer or mediation framework for more complex conflicts.
- Encourage all parties to participate in good faith and with a collaborative mindset.

SUBSTITUTE TEACHER HANDBOOK

Hemingford Public Schools

2024-2025

GUBN - Get Up Bobcat Nation

Acknowledgement for Receipt of

Hemingford Public Schools

"SUBSTITUTE TEACHER HANDBOOK"

I, _____ (your name) acknowledge that I was issued a copy of the Substitute Teacher Handbook for Hemingford Public Schools for the school year 2024-2025 which included a copy of Board Policy 0402.15 Staff Conduct with Students. This handbook was issued to me before the first day of substitute teaching.

I was given an overview of the contents of the handbook by the Hemingford Public Schools Administration. I am responsible for familiarizing myself with the contents of the Substitute Teacher Handbook and the Student/Parent Handbook(s) for my building(s). My signature on this form indicates that I have read and intend to comply with the contents of the Substitute Teacher Handbook.

_____ Date

_____ your signature

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WELCOME

MESSAGE FROM THE SUPERINTENDENT

Dear Substitute Teacher,

I would like to take some time to express, in advance, my gratitude for your contributions to Hemingford Public Schools as a substitute teacher.

Substitute teachers play a vital role in the functioning of our school. The work you do makes a significant contribution to our school and to our continuous work on providing a quality education to our students.

It is my sincere hope that you enjoy substitute teaching at Hemingford Public Schools and that you will continue to share your talents with our students and our community throughout the school year.

If you have made any changes to phone numbers or other contact information please contact Mrs. Kristy Hanks in the Central Office prior to the start of the school year. As in the past, we will use the Red Rover system for working with you to schedule substitute teachers.

The rate of compensation for substitute teaching for the 2024-2025 school year will be $145 per day ($72.50 for half days). In addition, we will continue to offer a complimentary meal to our substitute teachers.

I sincerely hope that you will continue to share your talents with our students during the upcoming school year. I look forward to working with you to provide the highest quality education for our students.

I believe that together we can create exceptional learning experiences for our students. Thank you for being a part of our school.

Sincerely,

Dr. Travis W. Miller
Superintendent.of Schools

GENERAL INFORMATION

PURPOSE

This handbook is prepared for the purpose of providing information on customs and policies pertaining to the Hemingford Schools. It is intended for use by substitute teachers as a guide in developing a well-coordinated instructional program. It is hoped the statements set forth in this handbook will improve understanding and cooperation among all school personnel in the coming school year.

It is the purpose of this handbook to establish uniformity of operation. It will be supplemented from time to time as board policy, superintendent policy or the principals' policies are changed.

The quality of educational achievement is directly related to the classroom teachers, including substitute teachers. Each teacher has been selected to provide for a certain phase of the child's needs as he/she grows in the educational program. As we coordinate our work and as each teacher grows professionally in his effectiveness as a superior teacher, so grows the Hemingford Schools as a more effective school system.

WHEN TO ARRIVE

When possible, substitute teachers are asked to arrive at 7:45. If you were called late and cannot be at the school by then, please make sure the building secretary knows and can make plans for supervision of students until you are able to arrive. Students will be entering classrooms at 8:00, so please arrive early enough to get settled in, read through any supervision assignments, and be prepared to greet students when they arrive in your classroom.

WHEN TO DEPART

Unless there is a need for afterschool supervision, please plan to see the students out the door and safely to dismissal at the end of the day. Once the students have left, please complete any notes to the regular teacher and let the office secretary know you are leaving, either by stopping by the office on the way out of the building or by placing a message with the secretary through the school phone system. Once parents and students have cleared the parking lot, please feel free to leave, even if the regular teachers are required to stay longer.

PAYMENT

Payroll periods begin with the first workday of the month and end with the last workday of the month. Pay for the work period is made on the 15th following the previous month's last workday. As an example, the September payroll will reflect days worked in August.

EMERGENCY PROCEDURES

Each classroom has an Emergency Response Manual. Please be sure to know the location of each of this manual and take a few moments to review the contents in the event of an emergency.

STUDENT ILLNESS

If a student is sick, please contact the office and work with the secretary to determine whether to send the student to the nurse or to request assistance from the nurse in the classroom.

PHONE OPERATION

Please familiarize yourself with the operation of the telephones in each building where you work as a substitute. The building secretaries and principals can provide a brief overview.

COMPLIMENTARY BREAKFAST AND LUNCH

Substitute Teachers receive a complimentary “grab and go” breakfast and a lunch from the school nutrition program.

ATTENDANCE PROCEDURES

Teachers are to take attendance within the first 10 minutes of each instructional period in the secondary school and at such times as assigned by the principal in the elementary school. Teachers are to contact the office immediately regarding any student who is absent and not previously marked as absent by the school office in the school’s computerized attendance system. Teachers are responsible for ensuring that attendance records are accurate and regularly updated. For example, if a student comes to class after attendance has been taken then the student’s attendance record needs to be updated to “tardy” instead of “absent”. Additionally, teachers are required to read email announcements regarding students’ attendance at activities so that student attendance properly reflects the students’ attendance at school/activity functions as being “present.”

BAD WEATHER/SCHOOL CLOSING

The importance of notifying employees, parents, and students when school will be delayed in opening, not opened at all, or be dismissed early is of prime concern. We will be using an automated messaging system (Remind) which will allow the school to contact each family with regard to school closing and other notifications. This system is designed to message the phone number or numbers listed in your employment file. Please ensure that the school district is continually notified of any changes to your contact information.

The school also uses local radio station KCOW, KNEB, and KCSR to inform staff, parents, and students of closing due to inclement weather. The school will make every effort to make this information available as soon as possible.

CLASSROOM MANAGEMENT

Teachers have the responsibility of managing their classrooms in a manner that allows students to effectively accomplish their learning tasks. Realizing there is a wide variety of teaching styles, learning styles, and subject content, classroom management should also vary. There are, however, some common procedures teachers of well-managed classrooms follow:

1. Be prepared for class. When the bell rings, the teacher is ready to begin class. A meaningful activity is planned for each class on each day.
2. Make assignments reasonable and clear.
3. Be a neat dresser, well groomed; be businesslike and friendly.
4. Do not allow students to address you by your first name or a nickname.
5. Communicate your classroom expectations to the students. Keep rules to a minimum.
6. Be consistent each day of the school year.
7. Avoid punishing the entire class for the actions of a few.
8. Avoid comments to students you would not make in the presence of their parents.
9. Avoid comments or actions that could humiliate a student.
10. Be willing to apologize.
11. Communicate with the classroom teacher via email or note: sharing success and concerns during your coverage.
12. Avoid arguments with students in front of a class. Even if you win, you've lost.
13. Be enthusiastic. If you don't want to be here, neither will the students.
14. Keep the level of your voice under control. Avoid yelling.
15. Be creative with assignments and instructions. Facilitate success.
16. Get to know your students, take an interest. Attend activities.
17. Physically manhandling students will not be supported, except when defending yourself, separating students in a confrontation, or preventing injury to a student.
18. Seating arrangements should be maintained in classrooms. Inspect desks daily for damage.
19. Detentions assigned by an individual teacher are the responsibility of that teacher. Do not assign detentions to students if you are unable to supervise the student during the assigned time.
20. Limit free time; maintain appropriate control of your classroom and area.
21. Staff and Student personal cell phones and electronic devices, including ear buds, will remain off and out of sight and may only be used during class time or times of supervision for educational purposes.

COMMUNICATION

Teachers at Hemingford Public Schools are expected to utilize effective communication strategies and technological resources when appropriate to collaborate

and engage with students, parents, families, and the community to create meaningful relationships that enhance the learning process.

In order to facilitate such communication between the school and homes, teachers are expected and directed to follow the communications plans and protocols developed at the school and district levels. Such communications plans will include directions for frequency, content, and method/mode of communication teachers will be expected to utilize.

COMMUNITY RELATIONS

The Board of Education, through the administration, demands dignity, neatness, and seriousness of purpose for its teachers. The teaching profession, as a whole, is frequently and unjustly judged by the attitude and conduct of a single teacher. Since all are judged by what only a few may do, it is imperative that each of us give considerable thought to our actions as they relate to community customs.

Teachers should regard the community in which they are employed as their home. You should be interested in its institutions, its worthwhile activities, and participate in those in which you have special interest and abilities. Good judgment should be used in all practices.

Poor public relations can ruin the finest faculty in a good school. It is imperative that we all use common sense and discretion in and out of school.

CONFIDENTIALITY AND CONFIDENTIALITY OF RECORDS

Employees should not discuss school matters outside the job nor discuss confidential or personal information about students or staff. Requests from anyone, including fellow building staff members, for personal information about students or staff should be referred to the principal. School staff shall maintain student records in compliance with state and federal law.

CUSTODIAL ASSISTANCE

Our custodians strive to keep the school neat, clean and functional. It is a difficult job, and we should all encourage students to conduct themselves in ways that contribute to an attractive and safe environment. If custodial assistance is needed, all requests must go through the building principal's office.

DISCIPLINE

As professional educators, Substitute Teachers are expected to create reasonable classroom rules and consequences. Students should know what behaviors are expected, and these expectations should be firmly but fairly enforced. Discipline does not automatically mean punishment, but it does always mean encouraging a desired behavior. Threatening, yelling, criticism, sarcasm, etc. are questionable discipline techniques and often prove inadequate. The student's improper behavior should be the focus of the discipline and not the student's personality, family, dress, appearance, etc. Discipline that punishes all students for the wrongdoing of a few is discouraged. Grades are not to be reduced as a form of discipline for poor behavior. The forms of discipline that you choose should be consistent, reasonable, and fair.

Discipline is a very important factor in the success of any teacher. Teachers may know their subject matter and the most current research, but these are of little value unless they are able to control the pupils in their classes.

Discipline is the responsibility of each individual teacher. The principal's role is to assist and advise in the event of flagrant or continued misbehavior. Flagrant misbehavior should be brought to the attention of the principal immediately. A student shall not be sent to the office without an explanation of the offense. If assistance is needed in the removal of a student, the teacher is to send someone to the principal's office immediately for assistance. Each student dictates different strategies, but effective teaching and adequate preparation prevent many behavioral problems from occurring. Substitute Teachers are encouraged to read and may be required to read "Tools for Teaching" by Fred Jones for additional guidance in proper classroom management.

Corporal punishment shall not be administered. Students causing excessive discipline problems may be recommended to the Superintendent for expulsion.

GUM AND CANDY

While gum is allowed in classrooms, it should be disposed of properly. Candy may be allowed on occasion when it is permitted by the teacher. Certain elementary grades and secondary courses, such as band and choir may restrict the use of gum and candy for safety and equipment reasons.

HALL SUPERVISION

Every teacher is expected to step into the hall between classes to help maintain order. Students must be supervised at all times when they are on school premises because of possible accidents and subsequent liability. Substitute Teachers are to file all accidents no matter how large or small. Lawsuits can happen several years later. A written record could be great assistance in presenting requested testimony.

LETTERS TO PARENTS

Please have all general letters to parents cleared through the principal before releasing.

MUTUAL RESPECT

The Hemingford Public Schools expects every staff member and student to be treated with respect and dignity.

PARKING AT THE ELEMENTARY SCHOOL

In order to provide a safe and invitational atmosphere to parents and visitors, staff members are to refrain from parking in the parking spaces located on the concrete on the south side of the elementary school. These spaces are to be reserved for parents and other visitors to the school.

PROFESSIONALISM AND CODE OF ETHICS

Professional conduct is expected from all personnel of Hemingford Public Schools. This behavior is reflected in your dress and grooming, relationships with

students and parents, and interaction with your peers. A positive school climate is critical to everyone's success. All holders of public school certificates must be familiar with the Standards of Conduct and Ethics as set forth in Title 92, Nebraska Administrative Code, Chapter 27.

PUBLICITY/PUBLICATIONS

Take pride in the school and be proud to tell about the positive elements of the school. Any items to be submitted to local papers or sent home to the parents should be appropriate and approved by the building principal. Any concerns should be presented to the principal in advance. The Secondary Principal shall serve as the editor of all student publications.

RADIOS AND OTHER COMMUNICATION DEVICES

In order to facilitate effective and timely communication, employees may be assigned to wear and use a handheld radio or similar communications device while on duty.

RECESS SUPERVISION

Supervision of students at recess or other non-instructional times is an expectation for Substitute Teachers in the district. When supervising please engage in the practices described in the "Supervision of Students" section of this handbook.

RECORDS MANAGEMENT AND DISPOSITION – LITIGATION HOLDS OF ELECTRONIC MESSAGES

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

SANITATION, HEALTH, AND ROOM MAINTENANCE

Substitute Teachers are expected to engage in keeping a sanitary classroom. This includes directing students in the process of regularly sanitizing desks, counters, doorknobs, light switches, and other frequently touched surfaces, according to specific instructions given by the Building Principal or Superintendent, in addition to the regularly scheduled sanitation by the custodial staff.

Substitute Teachers may be expected to engage in monitoring student health including taking temperatures, recording health screening data, and reporting any health concerns to the school nurse or other designated individual, according to specific instructions given by the Building Principal or Superintendent.

Substitute Teachers are expected to serve as role models in meeting and complying with health practices and guidelines, including those enacted for public health purposes.

Before leaving the classroom each day, close windows, turn out all lights and lock the room. Elementary teachers, please make sure your air-conditioners are turned off when you leave. When repairs are needed, notify the principal in order for arrangements to be made for the repair.

SCHOOL BOARD POLICIES

School Board policies are made available to the staff and to the public. Please direct any questions about Board policy to the Superintendent.

STUDENT CONDUCT

A student handbook will be used to familiarize students and parents or guardians with the school's practices and procedures. Students will be given a copy of the handbook, which will explain general regulations and requirements.

Students are expected to act, dress, and conduct themselves in the school building and at school-sponsored events, in such a fashion that their behavior and dress will reflect favorably on the individual and on the school, will show consideration to fellow students, and will create a harmonious school atmosphere. All students must recognize their individual responsibilities and obligations and discharge them in accordance with the school regulations.

All staff members are responsible for overseeing the conduct of students, both during school hours and at school-sponsored events. In each instance in which an employee acts to help a student conduct him/herself properly, emphasis shall be placed upon the growth of the student and the ability to discipline him/herself.

STUDENT PASSES

Substitute Teachers should limit the amount of traffic in the hallways during class time. It is a distraction to other classes. Each student that leaves your class must have a pink pass. The student is to go directly to the designated destination and return. Please make an effort to reduce hall wandering. Students absent from your room are your responsibility. Limit restroom and drink privileges to one student leaving the room at a time. Pink passes are required for the students coming to the office for any reason.

SECTION 504 PLANS, IEP PLANS, STUDENT ASSISTANCE TEAM PLANS, DYSLEXIA PLANS, READING INTERVENTION PLANS, AND BEHAVIORAL/HEALTH PLANS

Students may have plans to receive individualized accommodations or modifications. The regular education teacher, principal, school counselor, and special education teachers can provide guidance and strategies for substitute teachers to work with students to implement such plans.

STAFF DRESS

Staff members should be conscious of the importance of appropriateness and neatness in dress and grooming. Set a positive example about the importance of school. Dress the part of a professional educator. Business casual attire is appropriate. This includes polos, button down shirts, dress pants, khaki's, etc. The wearing of T-shirts should be limited to promotion of school spirit and messaging that supports educational initiatives and school endorsed educational causes, such as post-secdondary learning promotion, “#BeKind,” and “I Love Public Schools” days. Staff attire needs to be compliant with expectations for student dress. Staff Members are permitted to wear jeans on Fridays when they have contributed to the jean scholarship program. Staff members will wear shoes at all times.

STUDENT DRESS CODE

The school administration and teachers encourage everyone to behave and dress in a fashion reflecting good taste and in a style appropriate for a school day or school activity. An individual’s dress, personal appearance, and cleanliness, like his/her behavior, should reflect sensitivity to and a respect for others.

Student dress and personal appearance that disrupts or distracts from the educational environment of the school, is offensive, in violation of any statute, or is a health or safety hazard is not acceptable and is not permitted.

Examples of inappropriate dress: midriff blouses; low cut blouses; hats; caps; headbands; chains or straps on pants; articles displaying obscene or vulgar writing or symbols; articles displaying tobacco, alcohol, or drug advertisement; jewelry with potentially harmful accessories; any clothing in reference to membership in gangs: bandanna; sagging clothes; or tagging with gang signs or letters. Any type of shorts worn to school will reach to the middle of the thigh. Shoes and socks must be worn.

Teachers will send students to the office, or notify the office, if a student’s clothing or dress is questionable. The final decision will rest with the administration.

If students are participating in extra-curricular activities or school-sponsored activities, their dress or appearance will be the responsibility of the coach or sponsors.

STUDENT ERRANDS

Students are not to be sent on errands during the school hours unless by permission of the principal. Students are entrusted to our care, therefore, it is essential that we know where they are at all times. Notify the principal well in advance when you desire to go with your groups during school time on class trips.

STUDENTS - LEAVING THE ROOM

Substitute Teachers should honor excuses for leaving the room, but discourage and guard against leaving too often or unnecessarily. Only one student at a time should be out of the room and they should have a proper hall pass. Unless Substitute Teachers are careful, some pupils will take advantage and misuse a well meant privilege. Substitute Teachers must use their best judgment in cases of illness or emergencies. **It is seldom necessary for a high school pupil to be excused.** Pupils who become ill are to be reported at once to the Principal's office and sent to the nurse. Do not send ill pupils home alone. Students will phone the principal's office upon arrival at home.

STUDENT HANDBOOK

All staff members should be familiar with and know the student handbook, encouraging students to know and follow its guidelines and regulations, too.

SUPERVISION OF STUDENTS

Proper supervision of students is an important responsibility for Substitute Teachers and other adults responsible for our students. Substitute Teachers and other adults responsible for student supervision are expected to meet the following:

Proper Supervision

1. Report to all duty assignments on time.
2. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
3. Be vigilant while supervising students. **Never leave your students unattended**; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students are doing.
4. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs.
5. Be careful with touching students. Use of corporal punishment is prohibited at Hemingford Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment), and that which professional educators determine appropriate for purposes of proper student relationships.
6. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate,

which may include making a report to the administration.

Proper Instructions

1. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
2. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
3. When you go over safety rules with students, note it in your written records (e.g., your lesson plan book or daily reports).
4. Review playground and classroom safety rules with students at least once each semester, and note when you do it in your written records. Also, if any students are absent when you review the rules; contact the student(s) to review the same information and also note that contact in your written records.

Contact the Principal for Assistance

The principal should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

1. Student fight
2. Student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
3. Reported incident or a suspicion that a student has a weapon or other dangerous item(s), drugs, alcohol, or other illegal substances
4. Presence of an intruder (a non-student or staff member who refuses to go to the office)

Student Searches

School staff members should notify the school principal of any situation in which a student is suspected of having an item in violation of school rules. Substitute Teachers are not to conduct searches of students or their belongings unless authorized to do so for a specific situation by the school administration.

Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

TEACHERS' WORKROOM

The work room is to be kept as neat as possible. Avoid discussing individual students in the teacher's workroom. Additionally, ensure that communications in the teacher's work room are positive and conducive to a productive and effective school climate. Parents and community members often form impressions of our schools based upon the professionalism exhibited in the school offices and in the teachers' workroom and teachers' break room. Your assistance in this is greatly appreciated.

TELEPHONE

Substitute Teachers are welcome to use the school telephone. The school telephones are not to be used for personal long distance calls. School telephones are tax exempt and are to be used for official school business only. Substitute Teachers **will not** be called to the telephone during class time except in case of emergency.

VIDEOS

Although there are times when it is appropriate to use videos in the classroom, Teachers must make sound educational decisions when showing videos to students. Teachers are expected to follow these basic guidelines:

- The teacher has viewed the material in advance and in its entirety.
- The material is related to the curriculum; the teacher has articulated in the lesson plan the educational purpose for showing the film or video.
- The material is appropriate for the age of the students (including the movie rating, e.g., no "R-Rated videos."
- Written parental consent when the content or age appropriateness is unclear or undetermined.
- Comparable learning opportunities will be given to students when parents do not want their children to see a film or video.

VIDEO SURVEILLANCE

The Board of Education has authorized the use of video cameras on Hemingford School District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property; and to safeguard District facilities and equipment and to further the educational process. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies. Teachers may videotape instruction and other classroom activities to make available to students who were absent or who would like to otherwise review such content.

VISITORS

All visitors are to be directed to the principal's office. This is for the preservation of classroom order as well as to protect students and staff.

Parental interest and concern should be welcomed. However, if a visitation becomes hostile, another teacher or an administrator should be present. Be prepared to support any issues you discuss with parents with sufficient documentation. Students and school employees are not to open any doors for non-school personnel, as visitors must enter through the main doors to the building and check-in at the office. School employees have the responsibility and the right to question visitors in the building.

WORK AREA SAFETY AND ACCIDENT REPORTING

All employees share in the responsibility for maintaining a safe and healthy school environment. All staff members, more specifically, the teaching staff shall avail themselves of every possible opportunity to instruct students in the safe use and handling of any school property or equipment that could cause injury to students or school personnel. Any unsafe or unhealthy conditions in the immediate work area, building, or on the school campus should be reported immediately to the school principal. In the event of an accident to an employee, student, or visitor, the safety and care of the injured individual should be of primary concern. A written report of the incident should be made to the principal within 24 hours, if not sooner. An incident which requires the attention of medical personnel and any other incident deemed important by the principal, should be reported to the superintendent of schools.

EYE AND FACE PROTECTIVE DEVICES

Instructors or sponsors of groups using laboratories, including science, art or shop areas will be responsible for seeing that individuals or groups working with the following materials or in the following areas will wear the appropriate eye and/or face protection or other protective gear deemed appropriate:

(1) Every student and teacher in schools or other educational institutions shall be required to wear appropriate industrial-quality eye protective devices at all times while participating in or observing the following courses of instruction:

(a) Vocational, technical, industrial arts, chemical, or chemical-physical, involving exposure to:

(i) Hot molten metals or other molten materials;
(ii) Milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials;
(iii) Heat treatment, tempering, or kiln firing of any metal or other materials;
(iv) Gas or electric arc welding or other forms of welding processes;
(v) Repair or servicing of any vehicle; or
(vi) Caustic or explosive materials; and

(b) Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards not enumerated.

Such devices shall be furnished by the school or educational institution for all students, teachers, and visitors to shops and laboratories of such institutions. Teachers are

directed to ensure that the proper devices are available and in use prior to any instruction or observation.

(2) For purposes of this section, unless the context otherwise requires, industrial-quality eye protective devices means devices which meet the standard of the American National Standard Practice for Occupational and Educational Eye and Face Protection, Z 87.1(1979) as approved by the American National Standards Institute, Inc.

SELECTED BOARD POLICIES

EMPLOYEE GRIEVANCES - 0402.05

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel. This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties.

It will be incumbent upon all district employees to follow these procedures to settle their grievances. Within this general framework the following specific purposes are to be served by this grievance procedure:

1. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affects him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Nothing in this policy shall contradict the requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board.

Cross Reference: 301.04 Communication Channels

STAFF CONDUCT WITH STUDENTS - 0402.15

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members

also include school volunteers. The term “students” excludes a staff member’s immediate family members.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct

Examples of unacceptable conduct by staff members include but are not limited to the following:

- Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;
- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;
- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;
- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- Sending students on personal errands;
- Sexual banter, allusions, jokes, or innuendos with students;
- Asking a student to keep a secret;
- Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;
- Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and

- Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.
- Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;
- Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business);
- Exchanging personal gifts (beyond the customary student teacher gifts); and/or
- Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

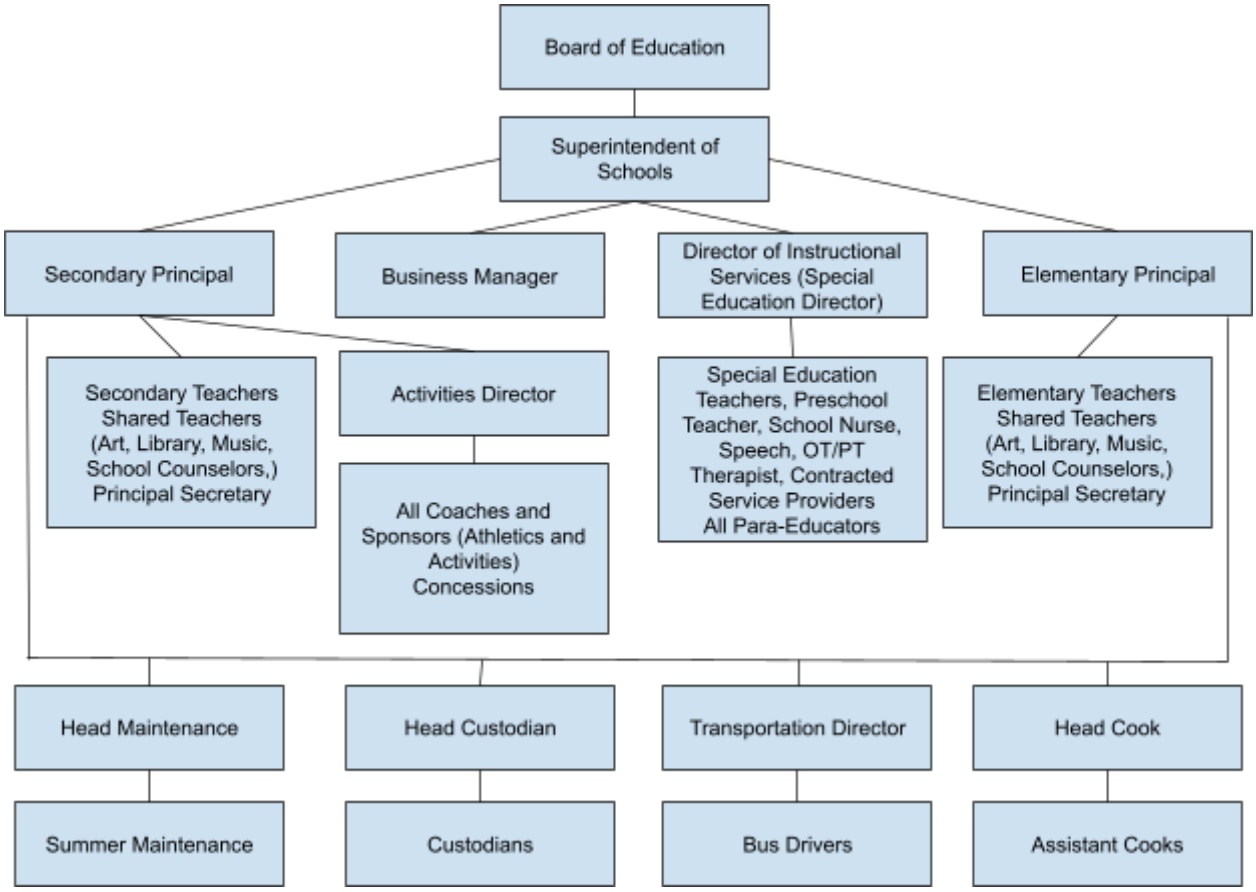
Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

This policy shall be included in future employee, student and volunteer handbooks.

APPENDIX A: CHAIN OF COMMAND, CONFLICT RESOLUTION, AND COMMUNICATION

HEMINGFORD PUBLIC SCHOOLS

Chain of Command



Directives for School Personnel

Conflict Resolution Responsibilities:
All school employees have a responsibility to ensure individuals are directed to the appropriate source for resolving their conflicts. If people complain about decisions, practices, or staff members, direct them to the person with whom they have an issue. If they have already addressed the issue with that person, guide them to the next level in the chain of command. Avoid sympathizing with those who do not follow proper channels, as this erodes trust and undermines effective team dynamics.

Speaking Well of Others:
Except during necessary evaluations or assessments, school employees are to avoid making unkind or critical remarks about any employee, student, parent, or administrator. Blaming others when things do not go well erodes trust and undermines the collaborative culture in our schools.

How to Effectively Communicate with Our School Team

When students, parents, or community members need to work through questions or issues, it is essential to know whom to contact. This document outlines the appropriate contacts for various matters, starting with the first person listed. Most issues can be resolved at this initial level. If necessary, appointments can be made with the next person in the chain of command.

Matters involving student schedules and course placement:

1. Classroom Teacher
2. School Counselor
3. Principal
4. Superintendent

Matters involving instruction/curriculum:

1. Classroom Teacher
2. Principal
3. Superintendent

Matters involving student activities:

1. Coach/Sponsor (wait 24 hours after the activity to contact)
2. Activities Director
3. Secondary Principal
4. Superintendent

Matters involving student discipline:

1. Classroom Teacher and Special Education Teacher (if the student has an IEP)
2. Principal
3. Special Education Director (if the student has an IEP)
4. Superintendent

Matters involving transportation:

1. Bus Driver
2. Transportation Director
3. Activities Director (if related to activities)
4. Principal
5. Superintendent

Matters involving school nutrition:

1. Head Cook
2. Elementary Principal
3. Superintendent

Matters involving student physical health:

1. School Nurse
2. Building Principal
3. Superintendent

Matters involving student mental health:

1. School Counselor
2. Building Principal
3. Mental Health Professional (LMHP or School Psychologist)
4. Superintendent

Matters involving facilities:

1. Building Custodian
2. Head Custodian or Head of Maintenance (whichever is applicable)
3. Building Principal
4. Superintendent

Matters involving technology:

1. Classroom Teacher
2. Technology Coordinator
3. Building Principal
4. Superintendent

Matters involving attendance:

1. Classroom Teacher
2. Building Principal
3. Superintendent

Matters regarding students in the SAT Process or 504 Plans:

1. Classroom Teacher
2. School Counselor
3. School Nurse (if 504 plan is health-related)
4. Principal
5. Special Education Director
6. Superintendent

Matters regarding students with disabilities involving general education:

1. Classroom Teacher and Special Education Teacher
2. Principal

3. Special Education Director
4. Superintendent

Matters regarding students with disabilities involving special education:

1. Classroom Teacher and Special Education Teacher
2. Principal
3. Special Education Director
4. Superintendent

Matters involving school safety/security:

1. Safety Committee Chair
2. Principal
3. Superintendent

Thank you in advance for partnering with our team to find effective ways to meet the educational needs of our students.

Conflict Resolution Steps

Five Steps:

1. **Identify the source of the conflict:** Go directly to the source to seek resolution.
2. **Look beyond the incident:** Understand the broader context and underlying issues.
3. **Request solutions:** Write down the specific solution you are seeking and share it with the person involved.
4. **Identify solutions both disputants can support:** Find common ground and mutually agreeable solutions.
5. **Agreement:** Reach a final agreement that resolves the conflict.

Additional Guidelines:

- Address the person directly in a respectful and constructive manner.
- Arrange meetings in a place free of distractions, possibly with a mediator or facilitator if needed.
- Consider using a hearing officer or mediation framework for more complex conflicts.
- Encourage all parties to participate in good faith and with a collaborative mindset.

HEMINGFORD PUBLIC SCHOOLS
2024-2025

STUDENT/PARENT HANDBOOK

MISSION STATEMENT

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

VISION STATEMENT

Our vision at Hemingford Public Schools is to work with parents and the community to:

- create a safe and healthy learning environment for all,
- provide and promote opportunities for academic success,
- inspire involvement using career interests and strengths, and
- prepare caring, responsible, and successful citizens.

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,

Dr. Travis Miller
Superintendent

Intent of Handbook

This handbook is intended to be used by students, parents, and staff as a guide to the rules, regulations, and general information about Hemingford Public Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their children in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day or school year. This handbook does not create a "contract." 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 will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise 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.

Notice of Non-Discrimination

This school district does not discriminate on the basis of race, color, religion, national origin, sex, marital status, disability, or age or in admission or access to, or treatment of employment, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Any person having inquiries concerning this school district's compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact Superintendent Travis Miller in writing at 913 Niobrara Avenue Hemingford, NE 69348 or by telephone at (402) 487-3328. For further assistance, you may also contact Office for Civil Rights (Kansas City Office), U.S. Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, Telephone: 816-268-0550, FAX: 816-823-1404; TDD: 877-521-2172, Email: OCR.KansasCity@ed.gov. Also, see the "Anti-Discrimination/Harassment" section below.

Chain of Command: Steps To Resolve Concerns

If a parent or a student has concerns about a class or activity, they are asked to contact the following individuals sequentially, in order to resolve that concern.

1. Classroom Teacher/Special Education Teacher (if the student has an IEP) OR Coach/Sponsor
2. Principal OR Activities Director
3. Superintendent
4. Board of Education

ARTICLE 1: MISSION AND VISION

Mission Statement:

Empowering individuals to be resourceful, respectful, and responsible lifelong learners.

Vision Statement:

Our vision at Hemingford Public Schools is to work with parents and the community to:

- create a safe and healthy learning environment for all,
- provide and promote opportunities for academic success,
- inspire involvement using career interests and strengths, and prepare caring, responsible, and successful citizens.

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HEMINGFORD PUBLIC SCHOOLS
STAFF DIRECTORY

BOARD OF EDUCATION

Justin Ansley	President
Trish Schumacher	Vice President
Blanche Randolph	Secretary
Micki Votruba	Member
Rick Horstman	Member
Brett Cullan	Member
Kristy Hanks	Board Treasurer

HEMINGFORD ADMINISTRATION

Dr. Travis Miller	Superintendent
	Secondary Principal
Eric Arneson	Elementary Principal
Mandy Plog	Director of Special Education

HEMINGFORD ELEMENTARY TEACHING STAFF

Ammie Frost	Kindergarten
Kerri Heusman	Kindergarten
Sue Benzel	1st Grade
Jennifer Gasseling	1st Grade
Joei Cullan	2nd Grade
Danielle Roland	2nd Grade
Pamela Huddle	3rd Grade
Whitney Dean	3rd Grade
Sarah Horstman	4th Grade
Gina Jespersen	4th Grade
Heather Staudenmaier	5th Grade
Jayme Clark	5th Grade
Katie Failor	6th Grade
Shari McClure	PreK
Lauren Morava	Title I
Bailey Swanson	K-4 Resource
Erica Bruns	5-8 Resource
Josh Dean	Tech Coordinator/K-6 Computer
Morgan Kuhn	K-6 Physical Education
Samantha Gilkerson	K-12 Counselor/Guidance
Bridget Johnston	K-12 Counselor/Guidance
Sarah Arneson	K-12 Music
Julianne Payne	K-12 Media Specialist
Katie Kimball	Nurse/Health Education
Michelle Hoxworth	K-12 Speech Pathology
Millie Butler	K-12 Art

HEMINGFORD HIGH SCHOOL TEACHING STAFF

Bailey Branson	Social Studies
Cameron McClintock	Social Studies
Lisa Janssen	Math
Jackie Davies	Math
Pete Gomez	Science
Brad Olson	Science
Ashley Talkington	Science
Janelle Huss	9-12 Resource
Erica Bruns	5-8 Resource
Matthew Wood	Physical Education
Morgan Kuhn	Physical Education
Josh Redden	Computer & Business
Natalie Wood	Business/Tech Coordinator
Samantha Gilkerson	K-12 Counselor/Guidance
Bridget Johnston	K-12 Counselor/Guidance
Gordon Karney	Vocational Agriculture Ed
Suzanne Neefe	Family Consumer Science
Sarah Arneson	Band/Choir
Julianne Payne	K-12 Media Specialist
Bridget Raben	English
Christina Kloch	English
Michelle Hoxworth	K-12 Speech Pathology
Katie Kimball	Nurse/Health Education
Michelle Kluver	Spanish via DL
Millie Butler	K-12 Art
Todd Westover	School-Within-A-School
Brennan Vogel	JAG (Jobs for America's Graduates)

SUPPORT STAFF

Kristy Hanks	Business Manager
April Hanson	Secondary Secretary
Molly Turek	Elementary Secretary
Brenda Davies	Elementary Library
Chad Bell	Braillist
Ann Payne	Paraprofessional
Kassy Broadway	Paraprofessional
Shelley Wyland	Paraprofessional
Dena Paris	Paraprofessional
Kristina Kramer	Paraprofessional
Jake Frost	Paraprofessional
Amy Honstein	Paraprofessional
Hanna Walker	Paraprofessional
Heather Kresl	DL Proctor
Kim O'Gorman	PT Paraprofessional

DEPARTMENT HEADS

Jim Miles	Maintenance
Karla Mapes	Lunch Accounts/Trans. Director
Rozie Wax	Head Custodian

CUSTODIANS

Angela Eisenhart	High School Custodian
Rozie Wax	Elementary Custodian
Dave Minich	Gymnasium Custodian
Kevin Conley	Administration Building

FOOD SERVICE PERSONNEL

Megan Miles	Food Service Manager
Stacey Dillard	Food Service Aide
Debbie Hill	Food Service Aide
Deb Henderson	Food Service Aide

BUS DRIVERS

Karla Mapes	Transportation Director
Brenda Davies	Route & Activities
Jake Frost	Route & Activities
Bob Haas	Route & Activities
Brad Haas	Route & Activities
Karla Mapes	Route & Activities
Tim Lanik	Route & Activities
Tre Surbeck	Route & Activities
Brad Olson	Route & Activities
Pete Gomez	Route & Activities
Gordon Karney	Route & Activities
Becky Hanley	Route
Jennifer Lashley	Route & Activities

CLASS SPONSORS

Graduation Coordinator	Natalie Wood
Class of 2025 – Seniors	Ashley Talkington Lisa Janssen
Class of 2026 – Juniors	Janelle Huss Josh Redden
Class of 2027 – Sophomores	Gordon Karney Suzanne Neefe
Class of 2028 – Freshmen	Bailey Branson Millie Butler

Class of 2029 - Eighth Grade	Jackie Davies Bridget Raben
Class of 2030 – Seventh Grade	Cameron McClintock Christina Kloch

ACTIVITIES

Activities/Athletic Director	Todd Westover
Athletic Club/H-Club	Todd Westover, Activities Director
HHS Student Council	Bridget Johnston, Millie Butler
Middle School Student Council	Bridget Johnston
Instrumental/Vocal Music	Sarah Arneson
Health Council/Professions	Katie Kimball
FFA	Gordon Karney
FCCLA	Suzanne Neefe
National Honor Society	Bridget Raben
One Act Play Co-Director & Three Act Play Director	Tabi Bryner
One Act Play Co-Director & Three Act Play Assistant Director	Gina Jespersen
HS Quiz Bowl	Bailey Branson
JH Quiz Bowl	Jackie Davies
Speech	Cameron McClintock
World Stride DC Trip	Kristina Kramer
Yearbook	Natalie Wood
Cheerleading	Reyna Ansley
eSports	Cameron McClintock
Mathcounts	Bridget Johnston
Science Olympiad	Ashley Talkington
HAL	Ashley Talkington
Hope Squad	Samantha Gilkerson, Bridget Johnston
Art & Culture Club	Millie Butler

COACHES

Activities/Athletic Director	Todd Westover
Head HS Football	Josh Dean
Assistant Football	Taryn Wood, Denton Payne, Matthew Wood, & Brennan Vogel
JH Football	Bailey Branson
Assistant JH Football	Josh Dean
Head Volleyball	Natalie Wood
Assistant Volleyball	Bailey Swanson
JH Head Volleyball	Samantha Gilkerson
JH Assistant Volleyball	Jaci Haas
JH/HS Head Cross Country	Jayme Clark
JH/HS Assistant Cross Country	Ammie Frost
HS Boys Head Wrestling	Todd Westover
HS Assistant Wrestling	Scott Delsing
HS Girls Head / J.H. Head Wrestling	Pete Gomez

JH Assistant Wrestling	Bailey Branson
HS Head Girls Basketball	Lisa Janssen
HS Assistant Girls Basketball	Morgan Kuhn
JH Head Girls Basketball	
JH Assistant Girls Basketball	
HS Head Boys Basketball	Brennan Vogel
HS Assistant Boys Basketball	Daniel Curtis
JH Head Boys Basketball	Josh Redden
JH Assistant Boys Basketball	Matt Wood
JH/HS Head Track	Josh Dean
JH/HS Assistant Track	Lisa Janssen, Samantha Gilkerson, Matthew Wood
HS Assistant Track	Josh Redden
Golf	Taryn Wood
Softball	Carlos Palomo

School Calendar

Hemingford Public Schools
2024-2025 Calendar

Get Up Bobcat Nation!

https://www.hemingfordschools.org/

2024

AUGUST

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

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27	28	29	30	31		

NOVEMBER

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DECEMBER

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2024

- 3-11 Box Butte County Fair
- Teacher Inservice-no school for students- August 12-14
- Open House - August 13
- First Day of School/Early Dismissal August 15-16 2:00pm dismissal

September 2024

- September 2 - Labor Day - No School

October 2024

- October 11 - End of First Quarter
- October 16 - No School for Students - P/T Conferences 1:00-7:00
- October 17, 18 - No School - Fall Break

November 2024

- November 27-29 No School - Thanksgiving Break

December 2024

- December 20 - End of 2nd Quarter/1st Semester
- December 22-31 No School - Christmas Break

January 2025

- January 1-3 No School - Christmas Break
- January 6 - Teacher Inservice - No School for Students
- January 7 - Start of 3rd Quarter

February 2025

- February 14-17 Winter Break - No School
- February 17 - No School for Students - Teacher Inservice at ESU 13

March 2025

- March 7 - End of Quarter 3
- March 13 - No School for Students - P/T Conferences 1:00-7:00
- March 13-14 No School - Spring Break

April 2025

- April 18-21 No School - Easter Break

May 2025

- May 10 - Graduation
- May 21- Students Last Day (11:30 dismissal)
- May 22-23 Teacher Inservice
- May 26- Memorial Day

2025

JANUARY

S	M	T	W	Th	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

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23	24	25	26	27	28	

MARCH

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- First Day/Last Day of School (2:00 pm Dismissal)
- No School - Break
- Teacher Inservice and Parent/Teacher Conferences
- In-Service Days No School for Students
- Open House
- Box Butte County Fair
- New Teacher Orientation
- Graduation (2:00 pm)
- End of 9 Weeks/Semester

NOTE: Proposed in-service dates are subject to revision, pending availability of consultants &/or district needs.

Preschool will not be in session on half days and on Parent-Teacher Conference Days.

Preschool sessions will be shortened during late starts or early outs due to inclement weather.

Breakfast will not be served on late starts due to inclement weather.

NOTE: This calendar does not allow for any inclement weather days as forgiven days. Depending on time of year and calendar status, days missed due to inclement weather, contagious disease, pandemic flu, or other Acts of God, may or may not be re-scheduled as make-up days, subject to administrative discretion. If make-up days are added to the end of the year, the last day for students (May) and last day for teachers (May) will be later than noted herein.

ARTICLE 2: SCHOOL DAY

Section 1: Daily Schedule

Monday-Thursday: Elementary Arrival and Departure

7:45	Breakfast Begins —there is **no supervision before this time.**
8:00	Entrance Bell Rings
8:10	School Begins
11:30 to 12:00	Lunch period for grades 4-6
12:00 to 12:40	Lunch period for grades K-3
3:40	Dismissal bell for all students

Friday: Elementary Arrival and Departure

7:45	Breakfast Begins —there is **no supervision before this time.**
8:00	Entrance Bell Rings
8:10	School Begins
11:05 to 11:35	Lunch period for grades 4-6
11:35 to 12:15	Lunch period for grades K-3
1:55	Dismissal bell for all students

Monday-Thursday: Junior High / High School Arrival and Departure

7:45-8:00	(15 minutes)	**SST**
8:00-8:50	(50 minutes)	Period 1
8:52-9:42	(50 minutes)	Period 2
9:44-10:34	(50 minutes)	Period 3
10:36-11:26	(50 minutes)	Period 4
11:28-11:48	(20 minutes)	BOBCAT TIME
11:48-12:18	***(30 minutes)***	***Junior High Lunch***
11:50-12:40	(50 minutes)	High School Period 5
12:20-1:10	(50 minutes)	Junior High Period 5
12:40-1:10	***(30 minutes)***	***High School Lunch***
1:12-2:02	(50 minutes)	Period 6
2:04-2:54	(50 minutes)	Period 7
2:56-3:46	(50 minutes)	Period 8

***3:42 Bus Rider Dismissal**

Friday: Junior High / High School Arrival and Departure

7:45-8:00	(15 minutes)	**SST**
8:00-8:43	(43 minutes)	Period 1
8:45-9:24	(39 minutes)	Period 2
9:26-10:05	(39 minutes)	Period 3
10:07-10:46	(39 minutes)	Period 4
10:48-11:27	(39 minutes)	Period 5
11:27-11:57	***(30 minutes)***	***Junior High Lunch***
11:29-12:08	(39 minutes)	High School Period 6
11:59-12:38	(39 minutes)	Junior High Period 6
12:08-12:38	***(30 minutes)***	***High School Lunch***
12:40-1:19	(39 minutes)	Period 7
1:21-2:00	(39 minutes)	Period 8

***1:55 Bus Riders Dismssal**

Section 2: Building Hours
The building is open every day from 7:30 to 4:00 every day that school is in session. Teachers will be on duty from 7:45 to 4:00 Monday thru Thursday and 7:45 to 2:15 on Fridays, unless otherwise determined by the administration. The school secretary is available daily from 7:30 to 4:00.

Section 3: Severe Weather and School Cancellations **Ref: SB Policy: 905.08**
The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. The Superintendent will notify parents through the appropriate means and also notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio stations, (KCOW AM 1400, KQ 106 & 97.5 FM, KPNY 102 FM, KMOR 92.9 FM). If schools are closed due to severe weather conditions, all after-school activities will be canceled.

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.

Emergency Conditions. Hemingford Public Schools has a procedure that, when activated, includes the evacuation of the building or moving to safer areas of the building. All regular drills are held as required by law throughout the school year. There are plans for an Emergency Exit system, Tornado Warning System, and Critical Incident Response.

Section 4: Open-Closed Campus **Ref: SB Policy: 602.03**
All K-6 students are required to remain on campus during the school day unless other arrangements have been made by parents/guardians. Campus is open for all 7 - 12 students during lunch. Students who violate school policies and rules may have lunch privileges revoked. If students are utilizing open campus lunch they should leave school grounds and not return to the building or school grounds until the end of the lunch period. Students will reenter the building through the main entrance. **The school does not provide supervision for any student that leaves the designated lunch area at any time during the open campus lunch period.**

Section 5: Distribution of Food
Students are not permitted to distribute or sell food, beverages, or other items on school property without prior approval from the administration. The Nebraska Competitive Food Rule requires that no other program or school group sell food or beverages anywhere on the school campus without prior approval and is required to comply with specific guidelines. Any teacher or staff member has the right to confiscate food products from students during the school day that do not comply with Section 6: Food and Drinks.

Section 6: Food and Drinks
While gum is allowed in classrooms, it should be disposed of properly. Candy may be allowed on occasion when it is permitted by the teacher. Certain elementary grades and secondary courses, such as band and choir may restrict the use of gum and candy for safety and equipment reasons. Snacks that follow the school's wellness policy are permitted in the classroom. Large bags of food or candy, along with sugary drinks, coffee/smoothies, and energy drinks are a distraction from the educational environment for students and are not appropriate for the classroom setting. All drinks must have a sealable lid, no cans are permitted. Perishable food items shall not be kept in lockers.

ARTICLE 3: USE OF BUILDING AND GROUNDS

Section 1: Entering and Leaving School Grounds **Ref: SB Policy: 903.07**

Beginning of School: Students should not be on school grounds prior to 7:30 a.m. During fair weather conditions, the first bell will ring at 8:00 a.m. allowing students to enter the building and to proceed to their lockers and classrooms. During bad weather, the entrance will be open by 7:30 a.m. for students to enter the building. Students are to stay in their designated area and are not to go to any other part of the building.

During the School Day: Students who must leave school for any reason must check out of the office before leaving. Students leaving must be cleared in advance by a note or phone call from the student's parent or guardian. In the event that school personnel are unable to contact a parent or guardian the school principal or superintendent will make an in loco parentis decision about whether or not a student will be permitted to leave school. Students will be dismissed from the classroom at the designated time per parent request.

End of School: Our regular school day ends at 3:46 p.m. Monday thru Thursday and 2:00 p.m. on Fridays. The Elementary will end its day at 3:40 p.m. Monday thru Thursday and 1:55 p.m. on Fridays. Club meetings and other school activity practices may begin immediately after school Monday through Thursday and at 2:00 p.m. on Fridays. It is important that students who are involved in any of these activities report to the designated area on time. All other students must clear the building as soon as possible.

Traffic And Parking Procedures: Driving and parking on or near school property (Fair Board Land, streets near the school) are privileges granted by the board to persons who have reasons to be in the schools or on school property. The Superintendent shall authorize parking areas and post notices on district property designated for staff, student, and visitor parking, and parking for persons with disabilities and other classifications of parking areas as may be necessary.

Any vehicle not parked in authorized areas may be cited or towed away and stored. All charges for towing and storing will be the responsibility of the owner or operator of the vehicle.

Any person failing to abide by the district's parking regulations may be further prohibited from bringing any vehicle on school property.

Building principals will establish regulations as necessary for the use and control of staff and student parking areas around their buildings. Such regulations will be made available to staff, students, and parents.
Cross Reference: 801.12 Student Transportation in Private Vehicles

Administrative Guidelines – Parking Regulations

- Areas painted yellow—No Parking for Staff and Students during school hours
- All other school parking areas—OPEN Parking for Staff and Students

Section 2: Visitors **Ref: SB Policy: 903.02**

All visitors including parents/guardians must report to the office, upon entering, to sign in, in order to receive a visitor's pass. Please sign in/out at the office upon entering/exiting the school.

Section 3: Care of School Property **Ref: SB Policy: 504.07**

1. Students are responsible for the proper care of all books, equipment, supplies, and furniture supplied by the school. If students decide to not lock their lockers, the school does not assume any responsibility for these lost or destroyed items. Locks are available in the office for student use.

2. Students who disfigure property, break windows, or do other damage to school property or equipment will be required to pay for the damage done or replace the item. School policies regarding the destruction of school property will apply.

3. School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued. Students must pay all fines before they can receive school publications and final grades.

Section 4: Police Questioning and Apprehension

Police or other law enforcement officers may be called to the school at the request of the 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.

Section 5: Protection of Student Rights

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: SHARPS Survey is typically administered in the fall, and Health Class surveys may be administered during health class rotation. More information shall be provided prior to survey administration. 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.

Section 6: Searches of Lockers and Other Types of Searches **Ref: SB Policy: 504.09**

Student lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked 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 particularized suspicion or reasonable cause. The use of metal detectors and/or video/audio surveillance may be used when conducting searches.

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is reasonable suspicion to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.

2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as practicable.

3. Items that have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

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.

Section 7: Cell Phones and Electronic Devices (including earbuds) **Ref: SB Policy 504.12**

Students may not use cell phones and electronic devices (including earbuds) while at school, except as permitted in this handbook.

- Personal cell phones and electronic devices (including earbuds) will remain off and out of sight and may only be used during class time for educational purposes. Students must comply with each teacher's classroom rules regarding cell phone/electronic device use in class.
- Students may use cell phones and electronic devices (including earbuds) on the school sidewalks and in the common areas of the school before and after school, so long as they do not create a distraction or a disruption.
- Students may not use cell phones and electronic devices (including earbuds) or other electronic devices while they are in locker rooms or restrooms.
- Students may not use cell phones and electronic devices (including earbuds) while riding in a school vehicle unless they have express permission to do so from the vehicle's driver.

Students are personally and solely responsible for the security of their cell phones and/or electronic devices (including earbuds) or any other electronic devices. The school district is not responsible for the theft, loss, or damage of a cell phone or any communication made to or from a cell phone.

Students who violate this policy may have their cell phones and electronic devices (including earbuds) or other electronic devices confiscated immediately. The administration will return confiscated devices to the offending student's parent or guardian after meeting with the parent or guardian to discuss the violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

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

Infractions:

During school hours students' personal cell phones and electronic devices (including earbuds) will remain off and out of sight or will only be allowed for educational purposes at the discretion of the teacher. If contact needs to be made with a student during school hours please call the office.

Consequences for Infractions:

- Level One: One verbal warning (per class). Once a student is given a verbal warning, any future noncompliance may become a Level Two offense, whether on the same day/class or on future days.

  Protocol: A staff member will give the student a verbal reminder that their device needs to be off and out of sight.

- Level Two: The device is taken away for the class period (per class). If a device is taken away during a class any future non-compliance during that class may become a Level Three offense.

  Protocol: A staff member will take away the student's device and keep it on their desk until the end of the class period.

- Level Three: The device is taken to the office and the student must pick it up there at the end of the day.

  Protocol: A staff member will take away the student's device and it will be given to the office. The student may pick up the device at the end of the school day.

- Level Four: The device is taken to the office and a parent/guardian must pick it up, it will remain at the school office until a parent/guardian picks up the device.

  Protocol: A staff member will take away the student's device and it will be given to the office. A parent/guardian must pick up the cell phone at the school office.

- Level Five +: A parent meeting may be held to develop a behavior plan which may include student device restrictions including cell phone and electronic devices (including earbuds) check-in/check-out daily in the office.

  Protocol: The student will leave their cell phone, electronic device, or earbuds at the front office upon arrival at school and may pick up the cell phone prior to leaving for the day.

Section 8: Bicycles/Skateboards/Rollerskates/Rollerblades/Scooters

Bicycles and scooters must be parked in an orderly manner. All bicycles and scooters should be equipped with locks and licenses. All other items of this type of transportation must be removed upon entrance to school grounds. The school is not responsible for damage or theft of parts while these items are on school property.

Section 9: Student Valuables/ Personal Items

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. The school provides the necessary equipment for classroom and school day activities. **Students should not bring items such as athletic equipment, electronic devices, toys, wallets, 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.**

Section 10: Lost and Found

Students who find lost articles are asked to take them to the office, where the articles can be claimed by the owner. It is recommended that articles of clothing and lunch boxes be clearly marked with the student's full name. If articles are lost at school, report that loss to office personnel. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Section 11: Accidents **Ref: SB Policy: 905.06**

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school shall be reported immediately to the school nurse or administration.

Section 12: Laboratory Safety Glasses **Ref: SB Policy: 905.09**

As required by law, every teacher, student, and visitor shall be required to wear eye protective devices at all times while participating in or observing the following courses of instruction:

1. Vocational, technical, industrial arts, chemical, or chemical-physical, involving exposure to:
    - A. Hot molten metals or other molten materials;
    - B. Milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials;
    - C. Heat treatment, tempering, or kiln firing of any metal or other materials;
    - D. Gas or electric arc welding or other forms of welding processes;
    - E. Repair or servicing of any vehicle; or
    - F. Caustic or explosive materials; and
2. Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards not enumerated.

Section 13: Insurance **Ref: SB Policy: 508.06**

Under Nebraska law the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with a risk of personal injury or accident to have insurance coverage. The district does not make recommendations, nor handle the premiums or claims for any insurance company, agent, or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

Section 14: Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office.

Bulletin boards are maintained throughout the building to communicate general information, material, and school announcements. Students should check the bulletin boards carefully each school day.

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.

4. The respective Building's Principal shall be the editor of all school publications.

Section 15: Jr./Sr. High School Dances
These dances are open to students grades seven through twelve and their dates. No students younger than grade seven and no person 21 years of age or older shall be permitted to attend these dances. Students must register and provide a birth date for out of town/out of school dates with the office one week prior to the date of the dance. **The school eligibility rules apply to dances.**

Section 16: Homecoming Dance
The homecoming dance is open to Hemingford High School freshmen, sophomores**,** juniors, seniors, and their dates. No students below grade nine and no person 21 years of age or older shall be permitted to attend the homecoming dance. Students must register and provide a birth date for out of town/out of school dates with the office one week prior to the date of the dance. **The school eligibility rules apply.** Parents of Homecoming candidates will be asked to help chaperone.

Section 17: Prom Dance and Banquet
The prom banquet will be open to Hemingford High School juniors, seniors, and staff members by invitation only. Sophomores will be selected by the junior class to act as servers for this banquet.

The prom dance will be open to Hemingford High School sophomores, juniors, seniors, and their dates unless the junior class votes to allow freshmen to attend. No students below grade nine and no person 21 years of age or older shall be permitted to attend the prom dance and prom activities. Students must register and provide a birth date for out of town/out of school dates with the office one week prior to the date of the dance. **The school eligibility rules apply.**

Section 18: Clubs and Organizations
All school clubs and organizations must be considered for their contribution to the improvement to the moral, social, and educational experience of the student body. All such clubs shall be under the directions and supervision of regular school personnel or an approved sponsor and in conformity with laws of the state and policies of the Board of Education.

Activities, including those held by a group for its members only, must be scheduled on the school calendar through an administrator and placed on the calendar in the high school office.

All funds are to be controlled through the activity account of the school. Sponsors should supervise the activity of the treasurer and countersign all requests for disbursements. "No bills shall be paid from cash and receipts shall be given and received for all cash transactions."

The school may be used Sunday if prior approval is secured from the superintendent or the principal and if an approved adult sponsors the use at all times. Such activity will not be to raise money, nor will it conflict with church or church-sponsored activities.

Wednesday nights are observed as church nights in our community and every effort is made to release students in time to participate in these activities. Any exceptions must be cleared in advance through the administration.

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.

Section 19: Copyright and Fair Use Policy **Ref: SB Policy: 606.08**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing coursework, they also must follow federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "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.

Section 20: Threat Assessment and Response

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

1. Obligation to Report threatening Statements or Behaviors.

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

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

2. Threat Assessment Investigation and Response

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

possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the superintendent determines to be reasonable and useful.

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

3. Communication with the Public about Reported Threats

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

Section 21: Safe 2 Help Tip Reporting Service

Safety is one of our district's top priorities, that's why we're now using Safe 2 Help, a tip reporting system that allows students, staff, and parents to submit safety concerns to our administration and local law enforcement. The following are ways to access the reporting system:

1. HPS App: Click the Safe2Help icon.
2. Phone: 833-980-7233
3. Website: https://safe2helpne.com

Easily report tips on bullying, harassment, drugs, suicidal concerns, vandalism or any safety issue you're concerned about. Tips may be submitted anonymously too. Thanks in advance for helping to make our school community a safer place to work and learn! We appreciate your support.

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

Section 22: 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.

ARTICLE 4: ATTENDANCE

Section 1: Attendance Policy **Ref: SB Policy: 503.03**

Regular and punctual student attendance is required by Nebraska State Statute (§79-201). The Board's policies require such attendance, the administration is responsible for developing further attendance rules and regulations, and students and parents are responsible for developing behaviors that will result in regular and punctual student attendance. The responsibility for the attendance of the child in school is fixed by law, upon the parents. It will be the duty of the school to inform parents of non-attendance.

Section 2: 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.

Expectations for Regular Attendance:

Students are expected to attend every class, every day.

1) The only "excused" absences shall be:
   a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
   b.) absences when severe weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
   c.) student attendance at a school-sponsored activity;
   d.) student has been suspended or expelled from school by the school district; and
   e.) absences required by law enforcement, child protective services, or a court of competent jurisdiction confirmed in writing to the school district.
2) All other absences, including absences for minor illnesses, parent requests, family events, and routine medical appointments are simply "absences."

Absence Procedure

When it is necessary for a student to be absent for any reason, the parent or guardian of the student must call the school office by 9:00 a.m. to state the reasons for the absence. If the office receives no telephone call, we will then try to contact the home to ensure that the student is accounted for. **Appointment cards may be requested to verify an absence.** Students not accounted for will be considered truant. When a student returns from an absence, he/she shall report to the office to check in. Parents should make every attempt to schedule medical and other appointments outside of school hours when possible.

Excessive Absenteeism **Ref: SB Policy: 503.04**

When a student receives 10 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, the Attendance Officer will file a report with the county attorney of the county in which the student resides.

Section 3: Homework Policy **Ref: SB Policy: 503.03**

As a general guideline, on the due date of an assignment, a "0" will be entered in the grade book as a placeholder until missing work is completed/turned in so long as the work is in prior to the end of the quarter. Late work will be handled in accordance with the grading practices guidelines. Students who are absent shall make up the work missed and receive full credit for the missed school work. It shall be the responsibility of the student to initiate a procedure with the student's teacher to complete the work missed. Students are responsible for communicating with their teachers regarding this and all absences. Students missing work due to absences will have 2 days to make up work before a "0" is entered however, a grade will be entered when the work is completed/turned in so long as the work is in prior to the end of the quarter. ***Example:*** *If a student misses Monday, the work is due by the end of the day on Wednesday. If a student misses Monday and Tuesday, all work is due by the end of the day on Thursday. If the student misses Monday, Tuesday, and Wednesday, all work is due by the end of the day on Friday.*

When the student **knows** he/she is going to be absent or the absence is **prearranged (family trips, surgeries, etc.)**, all effort should be made to complete and turn in all assignments he/she will miss prior to the date of the absence or in a reasonable amount of time pre-arranged with the teacher. This may or may not be the same as the above absence window. Students are responsible for communicating with their teachers and making these arrangements during their absence.

Depending on the grade level and/or class make-up work will be accessible through Google Classroom, email, or a homework folder to be picked up by the parent/guardian, so the student can do the work at home. If this is not possible, the student and/or parent/guardian will make arrangements with the teacher for the student to make up the work within the required time.

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.

Section 4: Tardiness Anytime During the School Day **Ref: SB Policy: 503.03**

Punctuality is required on a daily basis. Preliminary instruction, assessment, attendance, lunch count, etc. takes place at the beginning of class. Students not in attendance may lose the opportunity for this instruction. Tardiness may result in a student making up time after school, at lunch and/or charged with an absence, or having in-school suspension. Students and parents will be notified of excessive tardiness. Students will serve detentions or suspensions based on the severity of the excess of tardies.

Section 5: Leaving School **Ref: SB Policy: 503.05**

Students who must leave school for any reason must check out of the office before leaving. Students leaving must be cleared in advance by a note or phone call from the student's parent or guardian. In the event that school personnel are unable to contact a parent or guardian the school principal or superintendent will make an

in loco parentis decision about whether or not a student will be permitted to leave school. Students will be dismissed from the classroom once the parent has signed the child out through the office.

Section 6: Attendance is Required to Participate in Activities **Ref: SB Policy: 503.03**

Students must attend school the immediate preceding ½ day (4 class periods) of any scheduled school activity in order to participate in the activity. Students will not participate if they are truant from school at any time during the day. This includes school activities and dances. Failure to attend on that day will result in a student being withheld from participation in the activity. The principal retains the right to grant participation should exceptional circumstances prevail. Students must be present for a ½ day Friday to participate in Saturday activities.

Section 7: Students Picked Up From School Early **Ref: SB Policy: 503.05**

If reasons arise that require you to remove your child from school early, please call or stop in at the office. Elementary students should be picked up from the office so that they can be checked out by the building secretary. Elementary students will not wait outside to be picked up.

Parents that would like their child to walk home, or to a doctor's office, dentist, etc. must provide written permission prior to the time the student will leave before that student will be allowed to leave the school grounds.

Section 8: Entrance Age **Ref: SB Policy: 502.03**

Kindergarten children are eligible for enrollment if they are five years of age on or before July 31st of the current school year. Exceptions can be made according to the Board of Education's policy on early enrollment.

First Grade children are eligible for enrollment if they are six years of age on or before July 31st of the current school year or have completed kindergarten in another school district. Exceptions can be made for age or physical reasons approved by the administration.

Mandatory Attendance Age. All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age. A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child.

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. 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.

Section 9: 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 the district curriculum and extra-curricular activities.

ARTICLE 5: SCHOLASTIC ACHIEVEMENT

Section 1: Grading System and Class Rank

Grading System
Kindergarten-Third grade uses the following grading system:

	1--Beginning	2--Progressing	3--Proficient	4--Advanced
K and 1st	Does not meet district standards	Working towards district standards	Meets district standards	Above district standards
2nd and 3rd	Student rarely demonstrates an understanding of the concepts and the application of skills and strategies.	Student occasionally demonstrates an understanding of the concepts and the application of skills and strategies.	Student usually demonstrates an understanding of the concepts and the application of skills and strategies.	Student consistently demonstrates an understanding of the concepts and the application of skills and strategies.

Fourth grade - Seniors will use the letter grading system as follows:

A+ = 99-100	A = 95-98	A- = 94	Excellent
B+ = 93	B = 88-92	B- = 87	Good
C+ = 86	C = 78-85	C- = 77	Satisfactory
D+ = 76	D = 71-75	D- = 70	Needs Improvement
F = Below 70			Failing – No Credit

Each teacher should define for students the grading procedures to be used in their classes consistent with grading guidelines issued pursuant to Board Policy 611.05.

Grades for Distance Learning and Dual Credit Courses
For grading and transcript recording purposes, the grading scale of the originating institution will be considered for incoming students and students taking distance learning and dual credit courses. For passing grades, these grades will then be adjusted numerically to align with the lowest number numerical range of the corresponding letter grade on Hemingford High School's grading scale. For failing grades with no reported numerical percentage, a percentage grade of 60 will be used for the purposes of numerical GPA calculation.

For the purpose of handling grades from other academic institutions for student transfers, the Hemingford Public Schools letter grading system above will be used when necessary to convert letter grades to numerical percentages.

Procedures for Calculation of Grade Point Average

Calculating Numerical Percentage GPA:
Numerical grades will be averaged by summing the percentage grades of all courses multiplied by the number of credits for those courses and dividing by the total number of credits taken. This average will be reported as the student's GPA in a numerical percentage format. This is the primary method of GPA calculation and reporting at Hemingford Public Schools.

Converting to a 4.0 Scale
Some academic and scholarship-granting institutions request reporting of Grade Point Average on a 4.0 scale. When converting grades to a 4.0 scale, the following scale will be used:
A+, A, A- = 4.0
B+ = 3.5
B, B- = 3.0
C+ =2.5
C, C- = 2.0
D+ = 1.5
D, D- = 1.0
F = 0.0

Calculating GPA on a 4.0 scale:
Each grade is multiplied by the number of credits for the course.
The sum of these products is then divided by the total number of credits attempted to determine the GPA on a 4.0 scale.

Honors Recognized at High School Graduation and Grade Point Average (GPA) (Board Policy 611.06)

The official grade point average (GPA) of graduating students is based on all high school credit hours in order to allow students sufficient opportunity to demonstrate achievement. Temporary GPA's will be sent to colleges and universities who request information for admission.

The official GPA will be furnished to post-secondary institutions upon request.

Hemingford High School will use the cum laude system to recognize academic excellence at graduation with the following GPA standards for levels of achievement and recognition.

97% and above = Summa Cum Laude (gold medallion)
95-96% = Magna Cum Laude (silver medallion)
93-94% = Cum Laude (bronze medallion)

Beginning with the 2027 graduating class, valedictorian and salutatorian will no longer be determined or recognized.

Students may wear honor cords and other regalia as approved by the high school principal. As a general guideline, honor cords will only be recognized when associated with school-sponsored programs. Medals will be reserved for academic achievements. Stoles will be reserved for nationally recognized honors programs.

The following procedures will also remain in effect until after the commencement of the class of 2026, at which time they will be eliminated:

> The district will name a Valedictorian (Rank 1st in class) and Salutatorian (Rank 2nd in class) based solely upon class rank. Students must have attended Hemingford Schools for a minimum of 3 consecutive semesters to be eligible. If there is a tie in GPA for 1st or 2nd ranking, then students tied will be honored.

Section 2: Promotion, Retention **Ref: SB Policy: 611.02**

The professional staff at Hemingford Public Schools will place students at the grade level and in the courses best suited to them academically, socially, and emotionally. Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

Section 3: Progress Reports **Ref: SB Policy: 611.01**

Regular first, second, third, and fourth quarter progress reports shall be sent home to each student's parents or guardians. These reports will be approved by the principal and will be designed to report to parents the progress of the students in each subject area. This report is intended for parents and teachers to work together to improve the progress of the student before the end of the nine-week grading period. Weekly progress may be checked via PowerSchool for grades 4-12.

Section 4: Report Cards **Ref: SB Policy: 611.01**

Report cards are issued at the end of each quarter, or nine-week sessions. This report card shall contain an accurate and complete report of the student's grades and attendance record.

Section 5: Testing **Ref: SB Policy: 610.02**

Hemingford Elementary students participate in the following assessments to fulfill State and Federal testing requirements:

Kindergarten: NWEA: MAP Growth
First Grade: NWEA: MAP Growth
Second Grade: NWEA: MAP Growth
Third Grade: NSCAS Growth (ELA and Math)
Fourth Grade: NSCAS Growth (ELA and Math), NAEP (when required)
Fifth Grade: NSCAS Growth (ELA, Math, and Science)
Sixth Grade: NSCAS Growth (ELA and Math)
Seventh Grade: NSCAS Growth (ELA and Math)
Eighth Grade: NSCAS Growth (ELA, Math, and Science), NAEP (when required)
Ninth Grade: NWEA: MAP Growth, Pre-ACT
Tenth Grade: NWEA: MAP Growth, Pre-ACT
Eleventh Grade: NSCAS ACT, NWEA: MAP Growth, ASVAB

These tests will be given on scheduled days during the school year.

Section 6: Parent-Teacher Conferences **Ref: SB Policy: 611.04**

Parent-teacher conferences will be held at the end of the 1st quarter and 3rd quarter in the teacher's classroom. Conferences with teachers, at any time, are possible by calling the school office and making arrangements with one or more teachers as needed.

Section 7: Distance Learning Courses/Online Courses

Hemingford Public School offers students classes over the distance learning system. We are part of a consortium with approximately 20 other institutions. Therefore, the students are required to follow not only the rules of Hemingford Schools but also the rules of the consortium. When a student registers to take a distance learning class, he/she and his/her parents will be required to sign the appropriate documents that outline expectations as well as the consequences for not following the expectations. Online courses are available to students with counselor and principal recommendations. Parents or students are responsible for payment of the online course before credit is given.

Section 8: Honor Roll (Grades 4 – 12 only)

The Honor Roll will consist of two separate lists. The Distinguished List will include the names of those students who have earned all "A's". The Honor List will include the names of those students who have earned all "A's" and "B's" and have earned an average of 90% and above. These lists will be produced at the conclusion of each grade period and semester. These lists will be published in the newsletter and the local paper.

Section 9: Graduation Requirements **Ref: SB Policy: 611.07**

Grade 9-12

- A minimum of 260 academic hours are required for high school graduation.
- 200 hours are specifically required with
  - 40 in English Language Arts
  - 40 in Science
  - 40 in Social Studies
  - 30 in Mathematics
  - 30 in Career Technical Education
  - 10 in Physical Education/Health
  - 10 in Fine Arts

Each student shall also complete and submit a Free Application for Federal Student Aid prior to graduation, unless the required opt-out form is completed by either: (1) the student's parent or legal guardian; (2) the Principal, if the Principal determines that good cause exists not to require the student to complete the FAFSA; or (3) an emancipated student or student of at least 19 years of age.

Pre-college students should check additional requirements often prescribed by the college of their choice, especially prior to the junior and senior years.

Courses from an approved agency may be taken when the student has an actual need to take a course in order to meet graduation requirements and deadlines. Courses must be taken under the direction of an administrator, counselor, or teacher as the supervisor if the student wishes to count this credit toward a high school diploma. It must be stressed that these courses are not the easiest method of receiving credit and payment is the responsibility of the student.

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.

Section 10: Participation in Graduation Ceremony **Ref: SB Policy: 611.09**

Students who have not successfully completed all graduation requirements as established by the Board of Education as of the date set for graduation shall not be allowed to participate in the graduation ceremony. If special circumstances are involved, the student may appeal to the Board of Education for an exemption to this policy. Any appeal must come before the Board of Education at least by the Board of Education's regular monthly meeting in April. The high school principal shall certify to the superintendent of schools and the Board of Education, in advance of the ceremony, those students who are eligible to participate. Students who fulfill graduation requirements through a course or other means at a later date are welcome to attend the next graduation ceremony with full recognition.

Section 11: Graduation Ceremony Expenses

The graduation class will assume the responsibility of providing caps and gowns and the cost of individual flowers for parents and/or grandparents as long as there is an equitable distribution of the flowers. The cost of providing flowers for the gymnasium will be the responsibility of the school district.

Section 12: GED Diploma and Endorsement

GED diplomas will not be endorsed by Hemingford High School until one year after the student's regular class has graduated. Such a diploma must be requested from the Board of Education through the high school principal at least one month before its presentation. The individual must see that verification of scores is provided by the adult education center where the student took the test and verification of eligibility must be made by the appropriate state agency.

Section 13: Students Records and Parental Rights **Ref: SB Policy: 507.01**

Students 18 years of age or older, or parents of students under the age of 18 may schedule a conference with an administrator to evaluate the file upon request.

Requests for transcripts must be made in writing to the principal. Parents must sign the request for students under 18, but for those who are 18 or over, only that individual can make the request (The office may send transcripts to an educational institution with a verbal request but all other requests must be made in writing). This is in compliance with guidelines established by the Federal Privacy Act. Questions concerning the complete FERPA rules and regulations may be directed to the building principal.

If a student is not supposed to have contact with his/her parents, the school must be notified in writing by the appropriate authorities.

Section 14: Academic Integrity
Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades that accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

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

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others.

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

reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's. Likewise, using material generated through an AI (artificial intellegance) system and submitting it as original work is considered cheating.

(4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.

Plagiarism includes but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, paragraphs or illustrations, or models) directly from the work of another without proper credit.

Academic work frequently involves the use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to an outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, copy your papers or lab projects, and fail to report a known act of cheating or plagiarism to the instructor or administration.

Sanctions:

The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

(1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade that the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

4) Dual Credit or College Credit class academic integrity offenses may be reported to the college providing

credit. The college guidelines and rules will have governance on sanctions.

For additional guidance on the use of Artificial Intelligence in the classroom please see School Board Policy 606.09

ARTICLE 6: SUPPORT SERVICES

Section 1: Special Education Identification and Placement Procedures **Ref: SB Policy: 612.04**

The Hemingford Public Schools offers a special education program for students with disabilities. The board of education believes all children regardless of handicap condition have a right to equal education opportunities. The board of education has adopted procedures and policies for the operation of a special education program. Parents/students may contact the director of special education for further information.

Section 2: Guidance Services **Ref: SB Policy: 508.09**

Hemingford Public Schools employs guidance counselor(s) for the purpose of assisting with the District's testing program and to assist with scheduling and for students to discuss problems and resolve conflicts. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

Section 3: Health Services

Health Screenings: **Ref: SB Policy: 508.01**

Health screenings are performed per the Nebraska Department of Health and Human Services schedule. The purpose of the screening is to identify those students needing further evaluation or assistance in the area screened. A health screening is not diagnostic. Parents/guardians will be notified of the screening result if the student is found to need further evaluation. The cost of such evaluation is the parent/guardian's responsibility. A child is not required to submit to a school health screening if his or her parent/guardian provides the school with a statement signed by a healthcare provider indicating that the child has undergone such required screenings within the last six months preceding the school's health screening.

Contagious and Infectious Diseases/Conditions: **Ref: SB Policy: 508.03**

HPS follows the Nebraska Department of Health and Human Services regulations for the control of communicable diseases. These regulations include the incubation period, symptoms of illness, infection period and minimum isolation periods/control measures. Diseases/Conditions included in these regulations are: chicken pox, pink eye, common cold, diphtheria, pinworm/threadworm/seatworm, fifth disease, hand/foot/mouth, hepatitis A, herpes simplex, impetigo, influenza, measles, meningitis (bacterial and viral), MRSA, mumps, head lice, pertussis/whooping cough, polio, ringworm, rubella, scabies, shingles, strep infection, and tuberculosis. If your child is diagnosed with or is presenting symptoms of one of the above diseases or conditions, contact the school nurse for an exclusion timeframe and/or if a healthcare provider note is needed to return to school.

A student with a temperature of over 100 degrees will be sent home. It is strongly recommended that a student does not return until fever free for 24 hours without the use of fever-reducing medications (Tylenol, ibuprofen). Alternatively, a student may return with a healthcare provider note. A student who vomits will be sent home. It is strongly recommended that students remain out of school for 24 hours.

Physical Education Limitations: **Ref: SB Policy: 604.06**

If a student is not to participate for more than one day in physical education due to a health condition, please provide the school with a note from your healthcare provider. Students with physical limitations such as asthma, diabetes, seizures, or other illness/health concerns need their records updated annually. CONTACT THE SCHOOL NURSE IMMEDIATELY AT 308-487-7425.

Medications: **Ref: SB Policy: 508.02**

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. It is recognized that for effective treatment of chronic and/or acute illness, medication might need to be administered during school hours. A student who is required to take medication during the regular school day must comply with the medication administration policy. The policy has been developed for the safety of the students receiving the medication and for the safety of all students.

Medications will be administered by the school nurse or other school staff member meeting the minimum competency standards for the 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. To avoid disruption of education, with doctor's approval, the most beneficial time to administer medication at school is during lunch. The prescription label should indicate this. The student has a responsibility to remember to report to the office at medication time. Some medications may not need to be given during school hours. In order for school personnel to administer prescription medication to a student, it is necessary to have a health care provider's authorization and written order and a parent/guardian's authorization. Medication must be brought to school in the original labeled prescription bottle by parent/guardian with a proper label including child's name, healthcare provider's name, drug name, and instructions for use (time, dosage, duration). The authorization must be renewed on an annual basis and/or if the prescription changes. Loose capsules, tablets, unidentified or non-labeled medication will not be accepted for administration. Mediation will not be administered without the above authorization and information.

HPS will not be held liable in cases of choking, allergic reaction, side effects, and/or any health risks related to medication. If medication is not brought to school by an adult, HPS will not be responsible for lost or stolen medication. Medications must be picked up by an adult on the last day of school or they will be disposed of. A record of the medication administration is kept for each student receiving medication. Medication will be kept in a secured area. Students may carry and self-administer inhalers, epi-pens, insulin, and other medication if appropriate paperwork has been completed. If your child has a prescription medication in the office, it will be sent with staff on field trips.

The health office is stocked with first aid medication (such as Neosporin, hydrocortisone, saline eye drops, insect sting swabs, topical cooling gel, etc.) At HPS, cough drops are given as needed and students may self-carry/self-administer. If your student cannot have such products, then contact the school nurse. At HPS, over the counter medication (Tylenol, Ibuprofen, tums, etc.) can be given and will be provided if the parent signs and returns the permission form. Other forms of over the counter medications can be administered by the school nurse if the parent provides written permission/direction and provides the medication. Medications will not be provided out of range of directions stated on the bottle regardless of parent direction. The school nurse reserves the right to refuse to administer any over the counter medication at their discretion.

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.

Procedures for Students Who Become Ill or Injured at School: **Ref: SB Policy: 508.03**

An ill or injured student may not leave school until permission of parent or emergency contact has been received. HPS has an Emergency Response Team and staff who are CPR/First Aid/AED certified and Attack on Asthma trained. Basic first aid will be administered to a student, if more extensive care is needed, then the

parent/guardian or emergency contact will be notified. If it is perceived that a student is in an emergency medical situation, an ambulance will be called to the scene and parent/guardian or emergency contact will be notified. If a student is transported to the hospital, then a healthcare provider note releasing them to return to school is required. The student may not return to school on the same day.

Physical Examination: **Ref: SB Policy: 508.01**

Physical examination by a physician, physician assistant or advanced practice registered nurse within the six months prior to the entrance of a child into Early Childhood Education, beginner grade, or Kindergarten, and 7th grade, or in the case of transfer from out of state to any grade, is required. The parent/guardian has the right to submit a written statement refusing such examination.

Sports Physicals: **Ref: SB Policy: 506.10**

Each student participating in interscholastic athletics is required to have a complete physical examination, to be given on or after May 1st of each year.

Vision Evaluation: **Ref: SB Policy: 508.01**

An evaluation of vision for all children is required by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist within 6 months prior to entrance of a child into the beginner grade or Kindergarten, or in the case of transfer from out of state to any grade. This evaluation must consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. The parent/guardian has the right to submit a written statement refusing such an evaluation.

Immunizations: **Ref: SB Policy: 508.01**

The State of Nebraska has immunization requirements for children entering school. Students will not be able to enter school until the school has written proof of their immunization status. To attend school, students in the State of Nebraska are required to be immunized per current requirements from the Nebraska Department of Health and Human Services. All students K-12 must be immunized for diphtheria, poliomyelitis, measles, rubella, varicella, mumps, and hepatitis B. The Tdap (tetanus, diphtheria, acellular pertussis) vaccination is required for incoming 7th graders. Dates of immunizations are required. Students with a history of varicella disease (chicken pox) must provide evidence of immunity in the form of a signature of the parent with the date of illness, the signature of the healthcare provider with the date of illness, laboratory evidence of varicella immunity or a clinical diagnosis of shingles.

Students who do not receive immunizations for health reasons must have a statement signed by a healthcare provider stating that, in their opinion, the specified immunization (s) required would be injurious to the health and well-being of the student or any member of the student's family or household. Students who are exempted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

A student may be provisionally enrolled in a school if he/she has begun the immunizations against the specified disease prior to enrollment and continues the necessary immunizations as rapidly as is medically feasible. In addition, a student may also be provisionally enrolled if he/she is the child of an officer or enlisted person, or the child of the spouse of such officer or enlisted person on active duty in any branch of military services of the United States.

For further information on immunizations, contact the school nurse or refer to the Nebraska Department of Health and Human Services Control of Communicable Disease regulations.

Asthma/Anaphylaxis: **Ref: SB Policy: 508.12**

All schools in Nebraska are required to be prepared to respond to life-threatening asthma and anaphylaxis (severe allergic reactions) emergencies while school is in session. The protocol, *Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (anaphylaxis),* directs school staff members to identify signs and symptoms of a breathing emergency and respond by calling 911, administering Epi-Pen (auto-injectable epinephrine)followed by nebulized albuterol.

Epinephrine is a medication that is used to bring quick relief by improving breathing and lung function. Albuterol is another medication that is used to bring breathing relief. A nebulizer is a machine that mixes the albuterol with air to provide a fine mist (aerosol) for breathing in through a mask or mouthpiece.

The protocol steps are designed to provide quick, effective care in order to prevent death from occurring due to severe asthma attacks or anaphylaxis. Staff members have been trained to recognize signs and symptoms of a life-threatening breathing emergency and there is a group of staff members who have been taught to properly administer the medications.

If you know that your child has asthma or a known allergy, it is **critically important** that you communicate this information to the school nurse. For each student with a known allergic condition or asthma, you must provide the school with (1) written medical documentation (Asthma/Allergy Action Plan), (2) medications, as directed by a healthcare provider. In the event that your student experiences a life-threatening asthma attack or systemic allergic reaction, we will defer to the specific documentation and medications that you have provided. If you do not have medical documentation and instructions on file with the school for your student, we will defer to the regulatory protocol as described above.

This protocol is in effect for the school day hours (8:00 am-3:44 pm). Emergency medication remains on school grounds. If your child has an Epi-Pen or inhaler in the health office, it will be sent with school staff on field trips. If your child participates in after school activities (sports, clubs, etc.), complete appropriate paperwork for him/her to carry and self-administer medication. In the event of an emergency, 911 will be called.
If you do not want your student to receive the above described emergency medication, contact the school nurse.

Head Lice Administrative Procedures: **Ref: SB Policy: 508.20**

1. Initial Identification and Parent/Guardian Notification Upon identification of a student with live head lice and/or nits, the parent/guardian will be immediately notified. The student will be discreetly and respectfully sent home with detailed instructions on appropriate treatment protocols. Whether the student is sent home at the end of the day or earlier will be at the discretion of the school nurse, based on the severity and risk of transmission to other students and staff. It is expected that the child will miss no more than one day of school due to head lice/nits. The responsibility of treatment rests with the parents/guardians.

2. Treatment Verification and School Re-Entry Prior to returning to school, the parent/guardian must treat the student and remove nits. Upon the student's return, a school nurse or designated qualified individual will inspect the student for live lice. If live lice are present, the student will be sent home. In cases where nits are found but no live lice, parents will be advised to continue nit removal and combing. Regular follow-up checks may be conducted to ensure effective lice management.

3. Recurrent Infestations In cases where a student experiences two instances of live lice within a single semester, they will be sent home until they are free from both live lice and nits. School personnel may also notify DHHS or other public health agencies to increase the likelihood of additional support being available to families with recurrent infestations.

4. Additional Screening Procedures Members of the same household as the affected student may also be checked for lice/nits. Whole classroom screenings will only be conducted if deemed necessary by the school nurse and/or building principal.

5. Classroom Environment Management The affected classroom and upholstered furniture will be vacuumed by the custodian. Stuffed animals and similar items will be either bagged for two weeks or washed and dried at high temperatures. Environmental pesticide treatments may also be utilized as necessary. Students will be encouraged not to share personal items that may facilitate the spread of lice.

6. Notification Procedures Notifications of head lice cases will be handled on an individual basis. Classroom notifications will be issued for the grade level of the student with an active case. In instances of multiple cases across different grades, notifications will be extended to all parents/guardians of students in the building, as determined by the school nurse or principal.

7. Exclusion and Re-Entry for Chronic or Severe Cases In rare instances of chronic or severe head lice infestation, the school nurse will assess the situation. If exclusion is considered, the nurse will consult with the administrator, documenting repeated unsuccessful management attempts. Re-entry of the student post-exclusion will depend on a head check showing progress in lice management, evidenced by the absence of live lice and a reduction in nits. The school nurse may monitor progress over time, with the aim of supporting the family in eradicating head lice. This policy is subject to the professional judgment of the school nurse and/or building principal, who may implement additional measures in extraordinary circumstances. The primary objective of this policy is to ensure the health and well-being of all students while minimizing disruptions to the educational process.

8. Other Parasitic Insects The school nurse and principal will apply similar procedures, subject to their professional judgment, for other parasitic insects, such as bedbugs, scabies, or fleas.

Birth Certificate Requirements: **Ref: SB Policy: 502.03**

State Law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registered with HPS for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal from the state that the child was born on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents would include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Emergency Health Cards:

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes during the school year.

The information on these cards is vitally important in those instances when a student becomes ill or is injured. The parents or designated persons will be contacted before a child is sent or taken home. Health information is requested on these cards and is shared with school staff in order to help meet your student's health and safety needs. If you do not want this information shared, contact the school nurse. If your student has severe allergies that require an Epi-Pen and or diet modifications, asthma, diabetes, and/or seizures, contact school health staff for appropriate paperwork to complete. If your student has a significant health condition that you want school staff to be aware of, contact the school nurse.

Section 4: 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 conditions 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.

Section 5: 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.

ARTICLE 7: DRUGS, ALCOHOL, and TOBACCO

Section 1: Drug-Free Schools **Ref: SB Policy: 504.15**

The District implements regulations and practices which will ensure compliance with the Federal Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with the principles of effectiveness as required by law to respond to such harmful effects.

Section 2: Smoke-Free Environment

The District implements regulations and practices which will ensure a smoke-free environment in compliance with The Nebraska Clean Indoor Air Act, section 71-5716, et seq., and the applicable Nebraska regulations (Nebraska Health and Human Services, Title 178, Chapter 7, "Rules and Regulations for the Implementation of the Nebraska Clean Indoor Air Act in Public Places and At Public Meetings"). Smoking is not permitted within any indoor facility owned or leased or contracted for, and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children or for Head Start services.

Education and Prevention:

This District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, this District will have proper in-service orientation and training for all employed staff.

Drug and Alcohol Use and Prevention

By this handbook, each student of the District is hereby provided a copy of the standards of conduct for student behavior in the District which prohibit 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.

Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations

All students are provided age appropriate, developmentally based drug and alcohol education and prevention programs for all students of the schools. It shall be the policy of the District to require instruction at such grade level concerning the adverse effects resulting from the use of illicit drugs and alcohol. Such instruction shall be designed by affected classroom teachers or as otherwise directed by the Board to be appropriate to the age of the student exposed to such instruction. One of the primary objectives shall be the prevention of illicit drug and alcohol use by students. It shall further be the policy of the District to encourage the use of outside resource personnel such as law enforcement officers, medical personnel, and experts on the subject of drug and alcohol abuse, so that its economic, social, educational, and physiological consequences may be made known to the students of the District.

It shall further be the policy of the District, through the instruction earlier herein referred to, as well as by information and consistent enforcement of the Board's policy pertaining to student conduct as it relates to the use of illicit drugs and the unlawful possession and use of alcohol, that drug and alcohol abuse is wrong and is harmful both to the student and the District, and its educational programs.

Drug and Alcohol Counseling, Rehabilitation, and Re-entry Programs

All students shall be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the Guidance Counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Standards of Student Conduct Pertaining to the Unlawful Possession, Use, or Distribution of Illicit Drugs or Alcohol on School Premises or as a Part of Any of the School's Activities

(In addition to standards of student conduct elsewhere adopted by board policy or administrative regulation to absolutely prohibit the unlawful possession, use, or distribution of illicit drugs or alcohol on school premises or as a part of any of the school's activities.) This shall include such unlawful possession, use, or distribution of illicit drugs and alcohol by any student of the District during regular school hours or after school hours, at school sponsored activities on school premises, at school sponsored activities off school premises, or when being transported in vehicles dispatched by the school.

Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.

9. The possession, use, or distribution of any tobacco product, including cigarettes, cigars, chew or other tobacco or tobacco derivative products or any other such look-alike or imitation product.
10. The possession, use, or distribution of any vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product.

It shall further be the policy of the district that violation of any of the above prohibited acts will result in a disciplinary sanction being taken within the bounds of applicable law, up to and including short-term suspension, long-term suspension, expulsion, and referral to appropriate authorities for criminal prosecution.

Drugs and Alcohol Prohibited - Standards of Conduct for Students:
The manufacture, possession, selling, dispensing, use, or being under the influence of alcohol or any alcoholic beverage or alcoholic liquor on school grounds, or during an educational function or event off school grounds is prohibited.

The possession, selling, dispensing, use, or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant on school grounds, or during an educational function or event off school grounds is prohibited.

The possession, selling, dispensing, use or being under the influence of any usable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes on school grounds or during an educational function or event off school grounds, is prohibited.

The possession, selling, dispensing or use of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes on school grounds or during an educational function or event off school grounds, is prohibited.

Any prescription or non-prescription drug, medicine, vitamin, or other chemical may not be taken unless authorized as stated in the next section on AUTHORIZED USE.

Authorized Use:
Any student whose parent or guardian requests that he or she be given any prescription or non-prescription medicine, drug, or vitamin shall provide signed permission by the parent or physician.

Random Drug Testing of Students Involved in Extracurricular Activities and Competitions
The Hemingford school district supports and values student participation in extracurricular activities and competitions. Such participation is a privilege and not a right. Students in all extracurricular activities and competitions in grades 7-12 shall be subject to mandatory random testing for the presence of tobacco/nicotine, alcohol, and/or illegal drugs.

Purpose of Random Drug Testing
1. The purpose of this policy is to promote the health and safety of our students who participate in extracurricular activities or competitions and to deter the use of alcohol, illicit drugs, and tobacco among them.
2. The school district has recognized that observed and suspected drug, alcohol, and tobacco/nicotine use and abuse have increased among the student population, including students participating in extracurricular activities or competitions.
3. The school district seeks to provide safe, substance-free schools.

4. The school district seeks to deter the use of illegal and prohibited drugs, alcohol, and tobacco/nicotine among students.
5. The school district recognizes that students who use illegal and prohibited substances pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.
6. The school district believes that the drug, alcohol, and tobacco/nicotine problem among the student body needs to be addressed. A large number of students who participate in extracurricular activities and competitions do not use drugs, alcohol, and tobacco/nicotine. The school district wishes to give those students an ongoing reason to say, "No," when presented with a chance to use.

**For more information please refer to the Hemingford Public Schools Random Drug Testing of Students Involved in Extracurricular Activities and Competitions Handbook.*

ARTICLE 8: STUDENT RIGHTS, CONDUCT, RULES and REGULATIONS

Section 1: Student Conduct and Discipline Policies **Ref: SB Policy: 504.03 / 505.03**

The common goal of students, parents, faculty, and administration of Hemingford Public Schools is to maintain a school atmosphere which is conducive to learning. In order to achieve this, Hemingford Public Schools will continue to review and distribute a set of reasonable and fair rules and policies. Violations of the Hemingford Public School's rules and policies will result in disciplinary action.

Student Disipline Act **Neb. Rev. Stat. § 79-254 to 79-294**

The purpose of the Student Discipline Act is to assure the protection of all elementary and secondary school students' constitutional right to due process and fundamental fairness within the context of an orderly and effective educational process. The sanctions defined in the act shall be interpreted at all times in the light of the principles of free speech and assembly protected under the Constitution of Nebraska and the United States Constitution and in recognition of the right of every student to public education.

Part 1: Forms of School Discipline

In-School-Suspension (ISS): **Ref: SB Policy: 505.01**

Students may be excluded by the Principal or the Principal's designee, from normal participation in class activities. Students will be placed in a designated location for the school day to perform classroom assignments. Individuals placed in ISS will have closed campus lunch. 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.

Suspension: **Ref: SB Policy: 505.03**

Short-Term Out-of-School Suspension

The Principal or the Principal's designee may exclude a student from attendance in all schools within the system for a period not to exceed 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 interference with school purposes.

2. Prior to the 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: within one school day of the suspension.

Long-Term Out-of-School 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.

Expulsion: **Ref: SB Policy: 505.04**
Students may be expelled for violations of board policy, failure to refrain from the conduct for which they may be subject to suspension, school rules or the law. In addition, a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one year. The Superintendent may modify such one-year expulsion requirements on a case-by-case basis, provided that such modification is in writing. The term "to school" or "at school" means 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. Meaning of Expulsion. Expulsion shall mean 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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district, and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The determination of whether the students' participation and conduct have been satisfactory or not shall be made by the Principal or the Principal's designee.

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

Ref: SB Policy: 504.11

5. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:
   a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator, and parent.

b. The purpose of having a firearm or other dangerous weapon in school is for a legitimate educational function.
c. A plan for its transportation into and from the school, its storage while in the school building, and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such a plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

Other Forms of Student Discipline:
Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remains 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. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures, and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Alternative Education Setting:
Students placed on long-term suspension will be provided with an alternative education plan. Prior to attending the alternative education setting, the student and parent/guardian will need to meet with an official from the school to go over rules, expectations, and other pertinent information. Upon returning to school at Hemingford Public Schools, the student and parent/guardian will need to meet with the building principal before the student will be allowed to attend classes. Students who choose not to attend the alternative school setting while suspended or expelled from Hemingford Public Schools to make up work missed while excluded from school will not receive credit for the missed assignments.

Part 2: Student Conduct **Ref: SB Policy: 504.03**
Students have an opportunity to learn by sharing some of the responsibility for creating a good learning environment. The following additional student conduct rules are established. Failure to comply with such rules is grounds for disciplinary action, up to and including expulsion, as further specified in these rules. These rules govern student conduct 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.

Grounds for Long-Term Suspension, Expulsion, or Mandatory Reassignment: **Ref: SB Policy: 505.03**
The failure to refrain from the following conduct shall constitute grounds for suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, Neb. Rev. Stat. § 79-254 through 79-294, 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 that 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 is disruptive, distracting, or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;
    e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
    f. Possession of pornography;

g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in 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, 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 stimulation 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 and electronic devices (including earbuds) 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 emails 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 is subject to discipline, up to and including expulsion; and
l. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. 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, disability, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and

substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

15. Willfully violating the behavioral expectations for riding school buses or vehicles.
16. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
    b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
17. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. “Firearm” means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: “The term ‘firearm’ means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device.” The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

    Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:
    a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
    b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
    c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
    d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

    For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

Part 3: Reporting Student Law Violations

(1) Cases of law violations or suspected law violations by students may be reported to the police and to the student's parents or guardian as soon as possible.

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

(3) In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Hemingford Public Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

(a) Knowingly possessing illegal drugs or alcohol.
(b) Assault.
(c) Vandalism resulting in significant property damage.
(d) Theft of school or personal property of a significant nature.
(e) Automobile accident.
(f) Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported
(g) Child abuse
(h) Possession of a firearm
(i) A violation of state law that the administration believes cannot be adequately addressed by discipline from the school district

Part 4: Due Process Procedure **Ref: SB Policy: 505.04**

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his or her designee shall serve by registered or certified mail or by personal service the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the

evidence to be presented against the student as submitted by the Principal or assistant Principal.

(b) The penalties to which the student may be subjected and the penalty which the Principal, or his or her designee has recommended in the charge.

(c) A statement explaining the student's right to a hearing upon request on the specified charges.

(d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.

(e) A statement that the administrative representative, legal counsel for the school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.

(f) A form or a request for a hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.

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. In the event that the Principal has not received a request for a hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee shall automatically go into effect.
6. If a hearing is requested more than five school days following the actual receipt of the written notice, but not more than thirty calendar days after actual receipt, the student shall be entitled to a hearing but the punishment imposed may continue in effect pending final determination.
7. If a request for a 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.
8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure:

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing, and has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.
2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, and the student, the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.

4. Continuance. Upon a written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian, and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the Hemingford Public Schools Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents/guardian, or representative, the administrative representative, or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing, the student may testify in his/her own defense in which case he/she shall be subject to cross-examination nor will any conclusion be drawn therefrom. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if at the discretion of the hearing examiner, a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, the student's parents or guardian, or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendations may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine

the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.

11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student, the student's parents, or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.
12. Appeal to Board. The student, student's parents, or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than three members shall, within ten school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid a substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or a committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of the board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

Part 5: Student Appearance Policy: **Ref: SB Policy: 504.06**

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

- Clothing or jewelry that is gang-related
- Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground
- Clothing or jewelry that advertises alcohol, tobacco, or illegal drugs
- Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).

- Headwear including hats, caps, bandannas, hoodie hoods, scarves, and non-prescription glasses/sunglasses; Hats/headcover/glasses (none prescription) may be allowed under circumstances where a medical condition is present with approval of the building principal
- Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- Clothing or jewelry displaying words or images that carry double meanings or profanity (bad words) in writing, pictures or slogans.
- Visible body piercing (other than ears)
- Shorts of mid-thigh length, or longer, may be worn during the periods of daylight savings time only for K-6. Grades 7-12 may wear shorts that meet this guideline year-round.
- Costumes and/or clothing intended for entertaining or special occasions may only be worn on days approved by the building principal.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

Students wearing inappropriate clothing will be required to change. Time missed from school or class consequently will be required to be made up two-fold. Additional violations will result in further disciplinary action. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in discipline, up to expulsion.

Part 6: Harassment and Bullying Policy: **Ref: SB Policy: 504.20**

It is the policy of Hemingford Public Schools that "bullying" type behavior is not to be permitted. These guidelines are established to respond specifically to bullying behavior. Students and parents are advised that other response measures are also in place and set forth in Article 8 of this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

(i) Step One: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. **If, in the school's opinion, the first occurrence of the harassment behavior is severe, the school may move immediately to any of the four steps or levels in the harassment policy.** In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.

(ii) Step Two: The second time school personnel become aware of a harassment incident, the student's parents will be notified. A conference will be requested at that time. If it is determined

that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made. Policy allows that a written warning may be placed in a student's file.

(iii) Step Three: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student to the Harassment Program level set forth below which the school authorities determine to be appropriate.

(iv) Step Four: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

Part 7: Inappropriate Public Displays of Affection (IPDA)

Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling, or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face additional discipline up to and including long-term suspension or expulsion.

Part 8: Specific Rule Items

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

- Students in the hallway during class time must have a pass with them, and may not leave class without permission.
- Students are expected to follow other classroom rules as set by individual teachers.
- Lunch is to be eaten in the cafeteria/Red Zone or off campus during open campus lunchtime unless special permission is granted.
- Students are expected to bring all books and necessary materials to class.
- Assignments for all classes are due as assigned by the teacher.
- Special classes such as Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
- Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
- Students are to be in their seats and ready for class on the tardy bell.
- Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
- Snow handling is prohibited.
- Sunflower seeds, etc. are not allowed in the school building or classrooms.
- Students are not to be in the school facilities without supervision.
- Lying or otherwise deceiving staff or administration.
- Willfully disobeying any reasonable written or oral request of a school staff member or voicing of disrespect to those in authority.

Part 9: Playground Rule Items

It is the intent of Hemingford Public Schools, to create a positive, active environment for students at recess. With this in mind, it is our intent to stop any action on the playground that is potentially dangerous to our students.

Students must follow these rules to keep the playground safe when they are using the playground as part of the school day:

1. Students must obey the playground supervisor at all times.
2. Students may not enter the street/highway to retrieve a ball unless given permission by the playground supervisor.
3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited. Students may only play football on grassy areas.
5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and clothing.
6. Students must use playground equipment properly and in a safe manner.
7. Students may not leave the playground after they have arrived at school for the day.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention, and/or other consequences.

The school's playgrounds, equipment, and surrounding areas are generally not supervised. Staff will supervise students when the students are using these areas as part of the school day or as part of a school activity. At all other times and in all other circumstances, the school district does not provide supervision of its playgrounds, equipment, and surrounding areas.

Exclusion from recess

If a parent wishes a child to stay in from recess due to a cold or recovering from a serious illness or any other justifiable reason, a written note must be submitted each day that this is requested. If a child brings an excessive number of requests, a doctor's excuse may be requested by the teacher or principal.

Part 10: Library Rule Items (Elementary) **Ref: SB Policy: 507.04R1**

It is the goal of the elementary library to encourage students to take pleasure in learning by providing useful and valuable information resources for student research, as well as a wide variety of appealing materials at all levels for reading pleasure.

a. All elementary classes have the opportunity to come to the library at a scheduled time each week or on a flexible schedule when the need arises.
b. During these visits, students may check out books and magazines for up to two weeks with the opportunity to renew items at least once when the student brings them to the library on the date due.
c. Reference books in the library are marked with an "R" above the call number. These include a variety of almanacs, encyclopedias, atlases, etc. Because these are needed for reports and research by a number of students, reference books may be checked out to be used in the **classroom only** for five days and **must not be taken home**.
d. The grade level, the classroom teacher, and the librarian determine the number of items that students may check out. In some cases, the librarian or teacher may determine if a student, student, or class is allowed to take library books home.
e. Students are responsible for all materials they have checked out from the library.

f. If a book is lost or damaged beyond repair, the student is responsible for paying the replacement cost of the book.
g. If a book is damaged, but repairable, the student responsible will be charged for the cost of repairing the book. Please send damaged books to the library for repair. Do not mend books at home.
h. All fines for lost or damaged materials must be paid before the student checks out any additional materials.
i. In the event a lost book is found after paying for its replacement, a refund may be given if the item is returned in good condition and within the school year the item was lost.

Part 11: Library Regulations (High School) **Ref: SB Policy: 507.04R1**

It is the goal of the high school library to encourage students to take pleasure in learning by providing useful and valuable information resources for student research, as well as a wide variety of appealing materials at all levels for reading pleasure.

Students who use the library during a class should have adequate supervision; teachers are still responsible for their own students while they are in the library. Students are responsible for all materials they have checked out from the library.

Online Book Access: Sora by OverDrive & Nebraska Access

Unlimited access to thousands of books through our online library. Talk to your librarian for login information.

- **SORA:** The Sora reading app gives K-12 students one-tap access to ebooks, audiobooks, Read-Alongs, magazines, and more on any device, at any time.
  - Borrow: access the book on any device and it will keep your page.
  - Place Hold: Do not have access yet to this book, but if you place hold you will be notified when it is available.
  - All books are checked in after 20 days, you will not be fined, and when you renew the book your place will be held.
- **Nebraska Access:** Nebraska Access is a portal to information discovery, courtesy of the Nebraska Library Commission. It includes access to premium research databases, available exclusively to Nebraska residents, as well as additional sources of information about Nebraska that anyone can use.
  - Explora: Access to current, high-quality information resources at your library, in school, and at home. Search thousands of full text popular magazine and journal articles; genealogical, health, legal, small business, and science resources; reading recommendations; and research resources for K-12 students.
  - Information on Nebraska-related topics, including living and working in the state; researching Nebraska government, history, and genealogy; planning a Nebraska visit or exploring the state, finding services, entertainment, education; and other frequently asked questions.

General Collection:

- May be checked out for three weeks.
- May be renewed once.
- Sign your first and last name legibly on the checkout sheet at the desk.
- A book kept past its due date is overdue. Ten cents a day will be charged until the book is returned up to a maximum fine of $5.00 per item.
- If you are ill when a book is due, you will not be charged a fine if you return it the day you come back to school and present your admit slip to the librarian.
- Students with overdue books and/or fines at the end of each 9-week grading period will be restricted to in-library use only of library materials until all books are returned and fines paid.

Reserve Books:
Occasionally a book or books from the general collection will be placed on reserve.
Books are placed on reserve to give more students access to a book being used in a class assignment. A reserved book may be checked out overnight.
Books checked out overnight may not be checked out until 3:45 p.m. and must be returned before the first period in the morning. If a reserved book is not returned on time, there will be a fine of $.20 a day fine for each day it is overdue, subject to review by the librarian.

Reference Books:
Reference books are marked with an "R" above the call number. These books are for use in the library, but may be checked out of the library for one class period during the day. They may also be checked out overnight at the end of the day but must be returned before 1st period the following day. Overdue reference materials will be charged $.20 a day.

Magazine Collection:
Current issues of magazines may be checked out from the library for one day. Back issues may be checked out for three days. If a magazine is overdue, a fine of $.10 per day will be charged up to a maximum fine of $5.00 per item.

Lost or Damaged Books: **Ref: SB Policy: 505.05**
If a book is lost or damaged beyond repair, the person responsible will pay the current replacement cost of the book. If a book is damaged, but repairable, the person responsible will be charged for the cost of repairing the book. Send damaged books to the library for repair. Please do not mend books at home. In the event a lost book is found after paying for its replacement, a refund may be given if the item is returned in good, usable condition and within the school year the item was lost; the maximum overdue fine of $10.00 will be deducted from the refund.

General Responsibilities of Students Using the Library:
Students may use the library for quiet studying, checking out library materials, working on class assignments, doing school related research, and leisure reading. Please be considerate by speaking softly so others are not disturbed and maintain an atmosphere conducive to learning at all times. Refrain from using the library or library computer lab as a place to socialize with your peers. Remember – No food or drinks in the library. Take responsibility for keeping the library a neat, orderly, and pleasant place to work.

Please Remember to:
- Check out all materials taken from the library.
- Use your own name to check out materials from the library.
- Never check anything out for another person.
- Always sign your full name when checking out a book, magazine, etc.
- Pick up and discard all scrap paper before leaving the library.
- Push your chair back to the table when leaving the library.
- Return all borrowed books and magazines in the book drop and newspapers to the rack.
- Pay all overdue fines and fines for lost or damaged materials as soon as possible. These must be paid before the student checks out at the end of the school year.
- Refrain from cutting up current newspapers and current and saved back issues of magazines.
- Please ask if you need help.

Through regular library visits, it is our hope that students may develop positive lifelong reading, viewing, and study habits.

Section 2: 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 And From School **Ref: SB Policy: 504.04**

Riding a school bus is a privilege that can be restricted by the school administration. Drivers are hired that will watch for the well-being of the entire group. If a student becomes troublesome or disruptive, he/she may be barred from riding the bus and a parent or guardian must provide their own transportation at their own cost. Bus drivers are school employees and have the same powers of discipline as any other school employee.

Student Conduct on School Transportation: **Ref: SB Policy: 504.04**

Safety of pupil passengers is primary, this overrides all other considerations. Violations of these rules will result in a conference with the Principal and the transportation director. Further violations could result in denial of transportation until a satisfactory solution is worked out with the parents of the student. In no case will the students be discharged indiscriminately from buses for misbehavior; they are to be discharged at the regular discharge points only.

Pupils must be well-behaved in all ways and must follow the following rules of conduct on school vehicles:

a. Under the direction of the driver, each student is to be assigned a seat and held responsible for that seat. Students in rear seats may be permitted to move forward to a second assigned seat for added comfort on the part of the route where the passenger load is lightened.
b. Pupils must be on time; the bus can wait only 30 seconds for those who are tardy.
c. If the pupil is not going to ride the bus, he/she should contact the driver so he/she will know beforehand.
d. Unnecessary conversation with the driver is prohibited.
e. Outside of ordinary conversation, classroom conduct is to be observed by the students. Any pupil who is guilty of unbecoming conduct, using inappropriate language, and/or abusing or casting reflections upon the driver or upon other pupils forfeits the right to ride the bus.
f. Pupils must not throw waste paper or other rubbish on the floor of the bus.
g. No pupil will at any time, extend arms or head out of the bus window.
h. Pupils must not get on or off or move about within the bus while it is in motion.
i. When leaving the bus, pupils crossing a road must look both ways and make sure they can cross safely.
j. The driver is in full charge of the bus and pupils. Pupils are requested to comply promptly, cheerfully, and fully with his/her requests.
k. If monitors or patrols are on duty, pupils must obey and respect their orders.
l. Any damage to the bus is to be reported at once to the driver.

Section 3: Network, Internet, and Other Computer Use Rules: **Ref: SB Policy: 606.06**

Our school district promotes a digital environment that is safe and collaborative, provides students with the opportunity to be responsible digital citizens, and enriches 21st-century real-world digital skills. Please, students and parents/guardians, take the time to review this information that will be referred to as "policy" throughout the following sections. If you have any questions about the **TECHNOLOGY** policy, contact the school district's technology coordinator.

Computer, Internet, and School Account Use by Students

Students are expected to use computers, the Internet, and school accounts as educational resources. The following procedures and guidelines govern the use of school computers (including but not limited to school-owned tablets, laptops, and desktops), the school's Internet (including but not limited to local and global computer networks), and school accounts (including but not limited to @gubn.org and Windows accounts).

I. Student Expectations in the Use of Computers, the Internet, and School Accounts

A. Acceptable Use

1. Students may use computers, the Internet, and school accounts to complete school work assigned by their teachers.
2. Students may use computers, the Internet, and school accounts to gain access to information related to school-related activities unless doing so would be a violation of the "Unacceptable Use" guidelines.
3. If students are given access to electronic communication (including but not limited to e-mail and Google Docs), all communication must be school-appropriate, directly related to school work, and not a violation of the "Unacceptable Use" guidelines.
4. Students may store digital files on their computers or in their school accounts if the digital files are school-appropriate, directly related to school work, and are not a violation of the "Unacceptable Use" guidelines.

B. Unacceptable Use

1. Students shall not use school computers or accounts 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 or accounts, 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. Electronic communication access may be given to students for educational purposes only.
4. Students shall not use school computers or accounts to participate in online auctions, online gaming (except sponsored eSports activities), or illegal digital file-sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers or accounts for commercial advertising or political advocacy of any kind without the express written permission of the district technology coordinator or district 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 permission from their teacher, district technology coordinator, or district administrator.
8. Students shall not erase, rename, or make unusable anyone else's digital 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 district technology coordinator or district 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, district technology coordinator, or district administrator.
13. Students shall not take home technology equipment (hardware or software) without permission from their teacher, district technology coordinator, or district administrator.
14. Students shall not falsify electronic mail messages or web pages.

II. Enforcement

A. Methods of Enforcement

1. The district has the ability to monitor all Internet communications, Internet usage, and patterns of Internet usage when students are using the district's Internet. Students have no right of privacy to any Internet communications or other electronic files while using the district's Internet, a school device, or a school account. 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. Any electronic files deemed inappropriate by the district technology coordinator or district administrator may be removed from a student's school device or school account.
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. This technology protection measure is active while students are using the district's Internet or when the students are using their school devices or accounts. It is impossible for the district to reflect each individual or family's opinions of what constitutes inappropriate material. If a student accesses inappropriate material, the student should immediately notify their teacher, district technology coordinator, or district administrator at school, or their parent/guardian outside of school.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for students. The district technology coordinator or district administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. At school, the school district staff will monitor the students' use of the Internet through direct supervision, school filtering, or by monitoring Internet use history to ensure enforcement of the policy. Monitoring students using their school accounts or school devices elsewhere (1:1 Take-home Program) is the responsibility of the parent/guardian.

B. Consequences for Violation of this Policy

1. Access to the school's computers and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
    a) Loss of computer, Internet, or account privileges;
    b) Short-term suspension;
    c) Long-term suspension or expulsion; and
    d) Other discipline as school administration deems appropriate.
2. Students who use the school's computers inappropriately may be guilty of a criminal violation and will be prosecuted.

III. Protection of Students

A. Children's Internet Protection Act (CIPA)

1. The school district will comply with the Children's Internet Protection Act (CIPA). With respect to the district's computer network, the district shall use reasonable means to:
    a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications
    b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications
    c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online
    d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors
    e) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors

B. Children's Online Privacy Protection Act (COPPA)

1. The school will make reasonable efforts to not allow companies to collect personal information from children under 13 for commercial purposes.
2. The school will make reasonable efforts to disable advertising in educational computer applications.
3. 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 educational purposes.

C. Education About Appropriate Internet Behavior

1. School district staff will educate students about appropriate Internet behavior, either in specific computer usage units or in the general curriculum.
2. Staff will specifically educate students on
    a) Appropriate interactions with other individuals electronically.
    b) Cyberbullying awareness and response.
3. The district technology coordinator shall inform staff of this educational obligation and shall encourage staff to note such instruction in their syllabi or lesson plans.
4. It is also the responsibility of the parents/guardians to address their student(s) in regard to appropriate Internet behavior and this policy. Parents/guardians that are inexperienced with this content may seek out advice from websites like

https://www.commonsensemedia.org or they may contact the district technology coordinator.

Device Information, Care, Responsibilities, and Acknowledgements

Our school district provides different educational technology devices to some of our students. By putting safe devices in the hands of our students, we hope to encourage collaboration, provide students with the opportunity to be responsible digital citizens and enrich 21st-century real-world digital skills. Throughout this handbook, when referring to a device, we are also referring to the device's accessories (i.e., power adapter, headphones, keyboard, mouse, case).

I. Information
   A. On-site Devices
      1. On-site devices are devices that were purchased by or for our school district and rarely, if ever, leave the school. They include, but are not limited to: desktops, laptops, tablets, cameras, video cameras, microphones, and printers.
   B. 1:1 Devices
      1. 1:1 Take-home Program
         a) 1:1 Take-Home Program devices are assigned to a single student to use at school and home.
      2. 1:1 School-only Program
         a) 1:1 School-only Program devices are assigned to a single student to use only at school. These devices must be checked-out and checked in at school daily.
      3. Device Check-out
         a) Student and parent/guardian signatures on the Handbook are required before checking a 1:1 device out. Device check-out dates and times will be determined by the school district. When receiving a 1:1 device, the student is required to check the device for any damages. Damages must be reported to the district technology coordinator immediately before use. Once the 1:1 device is checked-out, any new damages are the responsibility of the student checking the device out.
      4. Device Check-in
         a) Device check-in dates and times will be determined by the school district. If a student is leaving the school district before the end of the school year for any reason, the device must be checked-in as soon as possible.
         b) When checking in a device, a district technology coordinator is needed to check the device for any damages. Any new damages are the responsibility of the person checking in the device.
      5. Device Purchasing
         a) When a student graduates from the school district, the 1:1 Take-home Program device used by the student may be offered to the student at a discounted price. Discounted prices will be determined by the district technology coordinator.

II. Device Care
   A. On-site Devices

1. Log in to a device with only your school profile.
2. Do not use your device in class unless instructed to do so by your teacher.
3. If you are prohibited from using your device due to not following the "Acceptable Use" guidelines, you are responsible for any work you miss that day that may require the use of a device.
4. Mute the volume and remove headphones. The volume of your device or the use of headphones may be dictated by your teacher.
5. When finished with a device, log-out of the device and neatly place the device in an area specified by your teacher.
6. Never try to repair a device. If your device has a problem, notify your teacher or the district technology coordinator immediately.

B. 1:1 Devices

1. Bring your device to school every day (1:1 Take-home Program) or check-out your device every day (1:1 School-only Program).
2. Bring your device to each class everyday, unless instructed not to do so by your teacher.
3. Charge your device every night either at home (1:1 Take-home Program) or in your designated area at school (1:1 School-only Program).
4. Do not use your device in class unless instructed to do so by your teacher.
5. If you forget your device or are prohibited from using your device due to not following the "Acceptable Use" guidelines, you are responsible for any work you miss that day that may require the use of a device.
6. Mute the volume and remove the headphones. The volume of your device or the use of headphones may be dictated by your teacher.
7. Never try to repair your device. If your device has a problem, notify your teacher or the district technology coordinator immediately.

III. Device Responsibilities

A. The device is the property of the school district and is issued to the student for the purpose of conducting school work. It is intended only for the use of the student to whom it is assigned.

B. The student is responsible for remembering their username and password and should keep them secure.

C. Students must notify a teacher or district technology coordinator immediately if there are any problems with the device or if the device is lost or stolen.

D. Devices should not be left unattended in an unsecured location.

E. The device will need to be returned to the district technology coordinator from time to time to receive regular maintenance, for acceptable use checks, and upgrades. If the issue is urgent, there may be no advanced notice.

F. 1:1 Take-home Program devices may be taken home or to other locations by the student. However, the student is responsible, at all times, for the care and appropriate use of the device. Proper care includes but is not limited to the following:

1. Digitally lock and physically secure the device in a safe location when it is unattended.
2. Use a surge protector or unplug the device during electrical storms.
3. The device is not to be loaned to anyone.

4. Other individuals should not be allowed to play on the computer.
5. Keep food and drink away from the device.
6. Do not leave the device exposed to extreme heat or extreme cold.
7. Position the device on a safe surface so it does not fall.
8. Do not attempt to repair a damaged or malfunctioning device.
9. Do not attempt to update, disable, install, or uninstall any hardware or software without permission from a district technology coordinator.
10. Do not write on or place any labels or stickers on the device. Do not remove any labels or stickers already on the device.
11. Give care appropriate for any electrical device.

G. Do not make changes to the device's settings or appearance unless instructed to do so by a district technology coordinator.

H. If given access to any electronic communication (e-mail, messaging, chat, etc.), it should be appropriate and in relation to school work at all times.

I. Parents/guardians are responsible for the supervision of a 1:1 device at home. This includes discussing and following the school district's "Acceptable Use" and "Unacceptable Use" guidelines with the student.

J. The student will not be held responsible for device problems resulting from regular school-related use; however, the student will be personally responsible for any damage, loss, or vandalism caused by the student as a result of accident, intent, or neglect.

1. Approximate repair/replacement costs for Chromebooks:
   a) Whole Chromebook - $300
   b) Ports - $30-$140
   c) Keyboard - $90
   d) Top or Bottom Cover - $60
   e) Battery - $60
   f) AC Power Adapter - $50
   g) Screen - $50
   h) Touchpad - $30
   i) Case - $10

IV. Acknowledgments

A. Student acknowledges and agrees to the following:

1. If I am given a school device, I understand that the school device is provided to me for my responsibilities as a student of this school district.
2. I will use my school device and school account in accordance with the "Acceptable Use" guidelines.
3. I understand that a school device issued to me is for my use only. Other individuals, including family members, should not use my device and/or accessories.
4. I understand that my school device privileges may be revoked based on my misuse of the device.
5. I understand that a school device is the property of the school district.

6. I understand that content stored on school devices and school accounts is subject to review at any time. Any electronic files deemed inappropriate by the district technology coordinator or district administrator may be removed from my school device or school account.
7. I understand that filtering of school devices and school accounts is occurring at all times in an effort to keep me safe while using a school device and/or student account.
8. I assume financial responsibility for any damage, loss, or vandalism of a school device caused by me as a result of accident, intent, or neglect.
9. I understand I must notify a district technology coordinator or district administrator immediately in the case of damage, loss, or vandalism to my school device.
10. I understand it is the right of the district technology coordinator or district administrator to determine who is responsible for damage, loss, or vandalism of a school device.
11. I understand that I must return all school devices in my possession if I transfer out of the school district, graduate from the school district, am expelled from the school district, or when I am instructed to do so by the district technology coordinator or district administrator. If I don't, I will be responsible for paying the replacement fee for the device.

B. Parent/Guardian acknowledges and agrees to the following:
1. I understand that a school device is provided to my student for my student's educational needs.
2. I understand my student is to use their school device and school account in accordance with the "Acceptable Use" guidelines.
3. I understand that a school device issued to my student is for their use only. Other individuals, including family members, should not use the device.
4. I understand that my student's school device privileges may be revoked based on my student's misuse of the device.
5. I understand that a school device, whether assigned (1:1) to my student or not (on-site), is the property of the school district.
6. I understand that content stored on school devices and school accounts is subject to review at any time. I understand that any electronic files deemed inappropriate by the district technology coordinator or district administrator may be removed from my student's school device or account.
7. I understand that filtering of school devices is occurring at all times in an effort to keep my student safe while using a school device and/or school account and also is put in place in accordance with CIPA.
8. I understand that it's impossible for the school district to guarantee all inappropriate content will be filtered on a student's device or school account, but I do acknowledge that the school district has taken reasonable steps towards filtering inappropriate content. I understand it is the responsibility of my student to not purposefully access inappropriate content.
9. I understand that I am responsible for monitoring how my student is using technology outside of school hours or when my student is absent from school. I understand the

school district is not responsible for monitoring how my student is using technology outside of school hours or when my student is absent.

10. I understand my responsibility to address my student(s) in regards to appropriate Internet behavior and this policy. I know if I need help with this, I can seek out advice from websites like https://www.commonsensemedia.org or I may contact the district technology coordinator.
11. If my student cannot assume financial responsibility, I assume financial responsibility for any damage, loss, or vandalism of a school device caused by my student as a result of accident, intent, or neglect.
12. I understand that my student must return all school devices in their possession if they transfer out of the school district, graduate from the school district, are expelled from the school district, or when they are instructed to do so by the district technology coordinator or district administrator. If they don't, I will assume financial responsibility for the replacement of the device.

G Suite for Education Parent/Guardian Notice and Consent

We use G Suite for Education, and we are seeking your permission to provide and manage a G Suite for Education account for your child. G Suite for Education is a set of education productivity tools from Google including Gmail, Calendar, Docs, Classroom, and more used by millions of students and teachers around the world. Students will use their G Suite accounts to complete assignments, communicate with their teachers, sign into their Chromebooks, and learn 21st-century digital citizenship skills. The notice below provides answers to common questions about what Google can and can't do with your child's personal information. Please read it carefully.

I. Notice

A. By signing the Handbook, you (parent/guardian) give the school district permission to create or maintain a G Suite for Education account for your student, and to act on your behalf when signing the student account up for the following:
   1. Google Core Services;
   2. Google Additional Services that are deemed educationally valuable by the district technology coordinator or district administrator; and
   3. services that may require Google to provide student information to companies, organizations or individuals outside of Google when use of these services is deemed educationally valuable by the district technology coordinator or district administrator.

B. This notice describes the personal information we provide to Google for these accounts and how Google collects, uses, and discloses personal information from students in connection with these accounts.

C. Using their G Suite for Education accounts, students may access and use the "Core Services." Use of the Core Services includes, but is not limited to, the following:
   1. Calendar, Classroom, Directory, Drive and Docs, Gmail, Google Chrome Sync, Google Vault, Groups for Business

D. In addition, we also allow students to access certain other Google services with their G Suite for Education accounts. Specifically, your child may have access to "Additional Services" which includes, but is not limited to, the following:
    1. Chrome Web Store (restricted mode), Google Cloud Print, Google Earth, Google Maps, Google My Maps, Google Play, YouTube (restricted mode)
E. Also in addition, we allow students to use their G Suite for Education accounts to access certain third-party apps or websites that are reviewed by the district technology coordinator or district administrator. Any third-party apps or websites that are activated for students are activated as educationally valuable services. Some of these applications and websites include, but are not limited to:
    1. BrainPOP, Code.org, Discovery Education, Learning.com
F. Google provides information about the information it collects, as well as how it uses and discloses the information it collects from G Suite for Education accounts in its G Suite for Education Privacy Notice. You can read that notice online.

II. What personal information does Google collect?
A. When creating a student account, the school district may provide Google with certain personal information about the student, including, for example, a name, email address, and password.
B. When a student uses Google services, Google also collects information based on the use of those services. This includes:
    1. device information, such as the hardware model, operating system version, unique device identifiers, and mobile network information including phone number;
    2. log information, including details of how a user used Google services, device event information, and the user's Internet protocol (IP) address;
    3. location information, as determined by various technologies including IP address, GPS, and other sensors;
    4. unique application numbers, such as application version number; and
    5. cookies or similar technologies which are used to collect and store information about a browser or device, such as preferred language and other settings.

III. How does Google use this information?
A. In G Suite for Education Core Services, Google uses students personal information to provide, maintain, and protect the services. Google does not serve ads in the Core Services or use personal information collected in the Core Services for advertising purposes.
B. In Google Additional Services, Google uses the information collected from all Additional Services to provide, maintain, protect, and improve them, to develop new ones, and to protect Google and its users. Google may also use this information to offer tailored content, such as more relevant search results. Google may combine personal information from one service with information, including personal information, from other Google services.

IV. Does Google use student personal information for users in K-12 schools to target advertising?
A. No. For G Suite for Education users in primary and secondary (K-12) schools, Google does not use any user personal information (or any information associated with a G Suite for Education Account) to target ads, whether in Core Services or in other Additional Services accessed while using a G Suite for Education account.

V. Can my child share information with others using the G Suite for Education account?

A. We may allow students to access Google services such as Google Docs and Sites, which include features where users can share information with others or publicly. When users share information publicly, it may be indexable by search engines, including Google.

VI. Will Google disclose my child's personal information?

A. Google will not share personal information with companies, organizations, and individuals outside of Google unless one of the following circumstances applies:

1. With parental or guardian consent. Google will share personal information with companies, organizations, or individuals outside of Google when it has parents' consent (for users below the age of consent), which may be obtained through G Suite for Education schools.
2. With the school district. G Suite for Education accounts, because they are school-managed accounts, give school-district staff access to information stored in them.
3. For external processing. Google may provide personal information to affiliates or other trusted businesses or persons to process it for Google, based on Google's instructions and in compliance with the G Suite for Education privacy notice and any other appropriate confidentiality and security measures.
4. For legal reasons. Google will share personal information with companies, organizations or individuals outside of Google if it has a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
   a) meet any applicable law, regulation, legal process, or enforceable governmental request.
   b) enforce applicable Terms of Service, including investigation of potential violations.
   c) detect, prevent, or otherwise address fraud, security, or technical issues.
   d) protect against harm to the rights, property, or safety of Google, Google users, or the public as required or permitted by law.
5. Google also shares non-personal information -- such as trends about the use of its services -- publicly and with its partners.

VII. What choices do I have as a parent or guardian?

A. First, you can consent to the collection and use of your child's information by Google. If you don't provide your consent, we will not create a G Suite for Education account for your child, and Google will not collect or use your child's information as described in this notice.

B. If you consent to your child's use of G Suite for Education, you can access or request the deletion of your child's G Suite for Education account by contacting the district technology coordinator. If you wish to stop any further collection or use of your child's information, you can request that we use the service controls available to limit your child's access to features or services or delete your child's account entirely. You and your child can also visit https://myaccount.google.com while signed in to the G Suite for Education account to view and manage the personal information and settings of the account.

VIII. What if I have more questions or would like to read further?

A. If you have questions about our use of Google's G Suite for Education accounts or the choices available to you, please contact the district technology coordinator. If you want to learn more about how Google collects, uses, and discloses personal information to provide services to us, please review the G Suite for Education Privacy Center, the G Suite for Education Privacy Notice, and the Google Privacy Policy online.
B. The Core G Suite for Education services are provided to us under Google's Apps for Education agreement.

By signing the signature page on the Handbook, the student(s) and parent(s)/guardian(s) acknowledge that they have reviewed, understand, and consent to everything in the Handbook's **TECHNOLOGY** section (**Computer, Internet, and School Account Use by Students; Device Information, Care, Responsibilities, and Acknowledgements; G Suite for Education Parent/Guardian Notice and Consent)**. The terms of the **TECHNOLOGY** section apply to the most current school year. For **TECHNOLOGY** related items, the start of the school year would be when either the student is issued a school device or the first day of school (whichever occurs first). The end of the school year would be when either the student checks-out during the school year, checks-out the last day of school, or checks-out during summer school (whichever occurs last).

Section 4: Pledge of Allegiance **Ref: SB Policy: 607.02**

Each public school district shall require each such district's schools to establish a period of time during the school day, when a majority of pupils is scheduled to be present, during which pupils will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America, in grades kindergarten through twelve. Pupil participation in the recitation of the Pledge of Allegiance shall be voluntary. Pupils not participating in the recitation of the Pledge shall be permitted to silently stand or remain seated but shall be required to respect the rights of those pupils electing to participate.

ARTICLE 9: ATHLETICS AND ACTIVITIES

Section 1: Eligibility Requirements **Ref: SB Policy: 506.01**

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and abilities in the students during their school years and for their lifetime. However, students who participate in extracurricular activities serve as ambassadors of the school district throughout the calendar year, whether away from or at school. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity and must conduct himself or herself in accordance with student conduct policies.

The superintendent must approve student activity events unless they involve unusual travel expenses, in which case the board will be asked to approve the event. Every attempt will be made so that the events would not disrupt the education program or other school district operations.

All students will abide by all policies regarding eligibility as published by the Nebraska School Activities Association (NSAA). Students in grades 9-12 at Hemingford Public Schools must pass thirty (30) semester hours of credit the immediate preceding semester in order to be eligible for any activity that is school sponsored. Students in grades 7 and 8 must pass 6 of 8 classes the immediate preceding semester in order to be eligible for any school sponsored activity. Any student who is sanctioned or is found by the school district or NSAA to be ineligible to participate in any extracurricular activity may appeal the sanction or finding in accordance with the student due process policy. It shall be the responsibility of the superintendent to develop

administrative regulations for each school activity, which will be published in the student handbook, or other document provided to students and parents.

Extracurricular school activities are encouraged and desirable for all students to participate in. However, the principal goal and responsibility for each student is to establish a firm academic foundation. As such, a student who chooses to participate in extracurricular school activities will abide by the following standards:

1. Maintain passing grades in all classes. Any student failing two or more academic classes (grade below 70%) for two consecutive weeks is ineligible to participate in extracurricular activities.
2. Students who are failing will be on a warning week of eligibility starting with the 2nd week of each semester.
3. Teachers will post the most recent academic grades for each student by 12:00 pm on Tuesday, the ineligibility list will go into effect on Wednesday morning. Eligibility runs from Wednesday through the following Tuesday beginning with the 3rd week of each semester.
4. The administrator will pull the current Quarter's academic grades to use for eligibility purposes.
5. Junior High students in 9 week only classes will have an exemption for those classes during the first three weeks of each quarter when figuring eligibility.
6. Students who are academically ineligible may attend practices, however, they cannot travel with any team/activity, suit up/participate in any event/performance, or participate in any special school activity (such as prom and all dances/parties). Eligibility requirements shall not apply to instructional field trips which are a part of the scheduled course learning experience; or activities or events which are a part of the student's grade requirements.
7. Supervised Study Time (SST) will not apply to eligibility but will be available to students twice daily from 7:45 - 8:00 am and 3:45 - 4:00 pm.
8. Students with disabilities on an IEP may have special accommodations written into the IEP plan, however, the majority of students with disabilities will follow the regular eligibility policy in its entirety.

Section 2: Philosophy of Activities for Hemingford Public Schools

The athletic program in the Hemingford Schools is to be a learning (educational) experience. The participants are to be taught how to work hard at something and the self-satisfaction that goes with doing their very best in whatever they do. Important lessons in living are taught in athletics. The Hemingford Athletic Program is to teach these lessons.

The athletics programs at the Junior High levels are to acquaint the athletes with the various sports and to allow them to make decisions as to participation. They should be taught the fundamentals and encouraged to do their best. The ultimate goal is to win but not at the expense of over-pressurization of the young athletes. Winning is a by-product of doing things correctly. The coach/coaches will encourage all junior high athletes to participate to the best of their ability and to continue to participate in the athletic program. Playing time and team selection will be determined by the authority of the coaching staff and is based on a variety of factors.

At the high school level, athletes should be out for athletics because they want to be. The non-varsity competition is to be a learning experience where the athletes improve their skills. The goal at the varsity level is to give the athletes the best opportunity to win. Striving to win is important, but whether winning or losing, athletes should always strive to do their best in competition. Playing time and team selection will be determined by the authority of the coaching staff and is based on a variety of factors.

The activity programs should emphasize the importance of self-discipline, self-control, sportsmanship, and effort. The team concept is to be taught to all Hemingford teams. Negative actions and attitudes should not be allowed nor should they be tolerated.

The high school varsity coach in each sport should be the overall head coach for the Hemingford Schools. The varsity high school coaches are responsible for the methods employed throughout their sport.

Section 3: Participation at The Junior High And Junior Varsity Levels
Participation at the Junior High and Junior Varsity levels is extremely important for the building of a program. At Hemingford, we feel that if an athlete is suited up for a Junior High or JV contest, they will be expected to play. If extenuating circumstances arise the coach, in communication with the activities director & building principal may make an alternate plan to support the needs of the students and the program.

Section 4: Practice Regulations
In order to promote uniformity in practice the following guidelines should be followed:

1. Practice during a holiday break or on a Sunday must be approved by the administration. The coach must be careful that they do not make such practices required to the extent that the athletes are forced to choose between practice and family plans.
2. If it is necessary to practice at a time other than the regular time after school on a school day, the preferred time could be as soon as possible after school rather than early in the morning. If the practice needs to be held early in the morning, the practice should be cleared with the Administration far enough in advance so that the athletes and their parents have at least one day's notice. If an early morning practice is held, it should be set at a time as late as possible to get in the practice and also get the athletes to school on time.
3. Athletes are expected to be at all practices scheduled on school days by the coach. Should an athlete that has been in school not be able to attend a practice, they must contact the coach in advance. When the athlete is absent from school they do not need to notify the coach. However, most coaches appreciate knowing the reason why the athlete is absent from school and that they will not be at practice.
4. When practices are scheduled on a non-school day, (Saturdays or during a break) the athletes are encouraged to attend whenever possible. If the athlete is unable to attend that practice or practices, they should inform the coach that they will be unable to be there. Coaches must show understanding in regard to the athlete being unable to be at such a practice.
5. Coaches are encouraged to give athletes time between sports seasons, whenever possible, before starting practice for the next sports season.
6. Two-a-day practices for fall sports may be held beginning on the date the NSAA allows a practice to begin and the start of school.

Section 5: Definition of Mandatory Practice Date
The first mandatory practice date for all participants is defined as the first day of practice, on or after the allowable date set by the NSAA for the beginning of practice for that sport, in which all students participating are required to attend. All participating athletes shall not be required to attend until the prior sports season has ended, including the playoffs.

Section 6: Regular Practices
Regular practice for high school athletes begins after school. Junior high practice will be during 8th period Monday - Thursday. There will be no junior high practices. It is recommended that formal High School or Junior High practices be limited to approximately 1 ½ to 2 hours. Specialized work both before and after formal practices can be carried out as necessary.

The school day for Junior High students participating in a sport (during that sport season) will end after 7th period. Students participating in a sport are required to attend the full duration of practice with their team.

Junior High students not participating in a sport are required to attend physical education class. When students are not participating in a sport (such as the times of the school year that fall between sports seasons) they are required to attend physical education class.

EXCEPTION ----- Students who are failing class(s) may be required to attend Academic Support during practice. If a student misses practice to due attending academic support, the coaches will have the discretion to assess whether prior engagement in practices was sufficient enough to allow a student to participate without unnecessary risk to the student and their teammates (e.g. a student doesn't know how to properly execute plays learned in practice or engage in sufficient conditioning, may potentially pose an unnecessary risk of injury.) If eligible, the student may still attend the contest/travel with the team, but the student's role will be subject to the coach's assessment.

EXCEPTION ----- Practices on Wednesday evenings should be limited to make sure that the athletes are out of the building by 6:00 PM. This is to make sure the athlete has enough time to participate in church activities if they so choose.

Section 7: Participation and Practice **Ref: SB Policy: 506.01**

A team member is not allowed to practice or participate unless he/she is in school the immediate preceding **½ day (4 class periods)** of the scheduled school activity or practice. A student is not allowed to practice or participate if he/she is **truant** anytime during the school day. Exceptions will be made for absenteeism due to school activities and being absent for business, doctor, dentist or similar appointments, provided the absenteeism is **pre-arranged** through the principal. Any questions about the rule must be directed toward the activities director or the principal. In the case of a Saturday event, the athlete must be in school Friday afternoon. If the athlete is unable to be in school on Friday afternoon, they should make prior arrangements with the principal to receive permission to participate on Saturday. If a student is ill, we do not expect them nor do we want them to come to school simply to perform in a contest. Not only will this slow the student's recovery, they may be contagious and infect other students. The principal will make the final ruling whether or not a student can perform in a contest when missing school the half day before a contest.

All students are required to be dressed and ready for practice by the indicated start time for all practices, contests, and departures for contests. Failure to do so may result in loss of playing time at all levels.

Section 8: Team Travel/ Transportation **Ref: SB Policy: 801.06**

The privilege of riding a school bus is contingent upon a student's good behavior and observance of established regulations for student conduct both at bus stops and on board buses. Since bus transportation is provided to assist the educational programs, the board shall require students to conduct themselves on the bus in a manner consistent with established standards for classroom behavior.

The driver of a school bus shall be responsible for the safety of the students on the bus, both during the ride and while the students are entering or leaving the vehicle. Therefore, it is the bus driver's duty to notify the supervisor of transportation or the principal of the school if any student persists in violating the established rules of conduct.

After due warning has been given to the student and to parents/guardians, the principal may withhold from the student the privilege of riding the school bus. In such cases, the parents of the children involved will be responsible for seeing that their children get to and from school safely.

The student may also face detention, suspension or expulsion, in accordance with established policies, for flagrant violation of school bus rider conduct regulations or conduct detrimental to the safe operation of the bus.

Hemingford students attending a school-sponsored activity must use the transportation provided by the school unless previous arrangements have been made. A student that misses the bus for an activity will not be allowed to drive him or herself and still participate in the activity.

Hemingford students and staff members travel to and from school events by school bus or school vehicles. All members of a team or activity should return from a contest by the same transportation provided for taking them to the contest, unless they meet the following exceptions.

Updated: **EXCEPTION** -- A student may continue on a trip with their parents after a contest. Also, when due to distance, it is permissible for a student to return home with his/her parents, rather than return to Hemingford and have additional miles in order to arrive at home. Families may also have other business to take care of following an event and would like their student to join them. Students may only be released to their parents or guardian unless prior approval has been authorized as stated below. The students must obtain permission from the head coach. A parent/guardian must present to the head coach a written statement of their intent to take the athlete with them.

EXCEPTION – The parent or guardian requests in writing, in advance of the extracurricular activity that their child or children be allowed to return from the activity with an adult they deem responsible. The written request must be notarized or made in person with the Principal or Superintendent. The request shall be made to school administration during regular school hours prior to the time transportation leaves for the extracurricular activity.

As a condition of approving such requests, the parent shall be instructed by school administration that the school is not responsible for the child once he/she joins the designated person providing transportation.

Section 9: Weight Room

The weight room is for the use of all enrolled students in Hemingford Public Schools. A certified employee of the school district or an administratively approved representative must supervise all students using the weight room. The physical education department is encouraged to use the weight room along with the athletic department. During the sports practice time, the athletes participating in the season sports have the first right to use the weight room.

Whoever opens the weight room for the students is responsible for the people they open it for. It is the sponsor's responsibility to turn out the lights and lock the doors. Do not leave any students unsupervised.

Keys should not be given to students for them to open and use the weight room. A certified employee of the school district must open the weight room and be responsible for those using the facility by being in the weight room.

The coach should instruct the students on the proper use and spotting of free weights and whatever other instruction is necessary for the safe use of the room.

Section 10: Activity Training Rules and Regulations **Ref: SB Policy: 506.01**

Above all, participants should be good citizens. Participants should have pride in themselves as well as in their community and their school. Athletes should be dedicated to a healthy mind, a healthy body, and a positive attitude. Participants should not be exempt from rules, but rather held highly accountable for any actions that may be viewed as detrimental to the school or the community. Participants must remember at all times that their

actions and attitudes not only reflect upon themselves but are a direct reflection of all of the students, parents, and staff at Hemingford Public School as well as all community members of Hemingford.

The following rules have been adopted by the Board of Education to help establish a meaningful and complete program for our youth. These training rules are for all students. For the training rule violations to be investigated by Activities Director and/or Administration, it must be reported in one of the following ways:

1. Self-report by the student.
2. Statement of the violation from the parent/guardian of the student being reported.
3. Written Statement of the possible violation from a current member of the coaching staff.
4. Written Statement from Law Enforcement of the violation.

RULE 1 **DRINKING –** A participant in sponsored activities shall not drink or be in the possession of alcoholic beverages.

RULE 2 **SMOKING, CHEWING** – A participant in sponsored activities shall not use or be in the possession of any tobacco product, including cigarettes, cigars, chew 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.

RULE 3 **DRUGS** – A participant in sponsored activities shall not take drugs except under a doctor's prescription.

RULE 4 **CRIMES** – A participant in sponsored activities will not be convicted of a crime serious enough to be deemed a misdemeanor or felony offense. Misdemeanor traffic violation may not be included in this rule. (The Activities Counsel will address a charge of any law, which violates training rules.)

RULE 5 **ACTIVITIES SPECIFIC RULE** – Students participating in sponsored activities, which are in season, must also abide by any other rules of the activity as established by that coach or sponsor.

ACTIVITIES COUNCIL The activities council will consist of the head coach/sponsor from each activity, the activities director and the principal. The activities council will determine the extent of the punishment and also address other issues concerning the extra-curricular activities. Parents of the student under investigation will be invited to sit in during the meeting pertaining to their son or daughter.

Section 11: Violations of Activity Training Rules and Regulations **Ref: SB Policy: 506.01**

Violations of Rules 1, 2, 3* or 4* will result in the investigation by the Activities Council.
*Violation of Rule 3 or 4 may result in punishment equal to "Second Offense" of rules 1 and 2. If a student first violates rule 3 or 4 and then violates either rule 1 or 2, the second violation will be considered a "Second Offense." A second violation of rules 3 or 4 would result in punishment equal to "Third Offense" of rules 1 or 2.

FIRST OFFENSE: Suspension of all activities for 14 calendar days beginning with the 1st contest following the violation.
SECOND OFFENSE: Suspension of all activities for 30 calendar days beginning with the 1st contest following the violation.
THIRD OFFENSE: The student will forfeit eligibility for all school-sponsored activities for the remainder of the school year.

OTHER NOTES ON OFFENSES: Ref: SB Policy: 506.01

- These time periods are the minimum requirements for loss of eligibility to participate in contests. Individual sponsors may assess additional consequences, as they deem appropriate.

- For activities with one- (1) time performances, the student will forfeit that event, if it occurs during the suspension.
- All students charged with any violation will be given the opportunity to defend themselves or their actions to the Activities Counsel if they so desire.
- Students cannot pick and choose the events that will be missed.
- All school-sponsored activities, clubs, and athletics count toward the suspension. (Dances added by the board at their 12/11/06 meeting).
- Conduct rules leading to activity restriction apply during the school year. The school year will begin with the official start of the fall activities, as determined by the NSAA, through the last scheduled event of the school year.
- Conduct rules leading to activity restriction apply both on and off school grounds.
- Students under school suspension or expulsion from school are not to be involved in activities in any manner.
- Violation of two different rules on two separate occasions will not be considered first violations of training rules.
- Participants who violate Board policy, these conduct rules, any training rules or rules of conduct of the coaches and/or activity sponsors, or any other discipline rule may be subject to disciplinary action, up to and including activity suspension or expulsion from the activity program.

Section 12: Requirements for Varsity Letter

GENERAL REQUIREMENTS

1. Any person participating in one activity continuously for four years without lettering may be awarded a varsity letter upon completion of his/her senior year in school in that sport.
2. If in the opinion of the sponsor, a participant would normally have qualified for a letter but was prevented from doing so by an injury, the letter may be awarded upon appropriate recommendation of the sponsor.
3. To receive a letter, the student must complete the entire season and finish in good standing, unless prevented from doing so by injury or other health related problems.
4. Any student that has violated one or more of the activity training rules and regulations will not be eligible to receive a varsity letter or any post season honors for the season that the violation occurred. (i.e. A violation during volleyball would not affect a student for the track season)

FOOTBALL

Any person who plays in at least 1/3 of the varsity quarters played during the season will meet the time requirements for a letter. The quarters counted are those quarters in which the athlete participates in a regular offensive or defensive play. The coach will consider special teams play at the end of the season.

BASKETBALL

Any person who plays in at least 1/3 of the varsity quarters played during the season will meet the time requirements for a letter.

VOLLEYBALL

Any person who plays in at least 1/3 of the varsity games will meet the time requirements for a letter.

WRESTLING

Any athlete who earns 20 points. One point is awarded for wrestling any match at a varsity competition. Four points are awarded for winning a match at a varsity competition.

TRACK

Any athlete who scores a least 1 point on average per varsity meet will meet the participation requirements for a letter.

CROSS COUNTRY
Any person who competes in at least 2/3 of the varsity meets will meet the time requirements for a letter.

GOLF
Any person who competes in at least 2/3 of the varsity meets will meet the time requirements for a letter.

NOTE: Each individual sponsor may have additional standards to meet in order to letter. (i.e. no unexcused absences, positive attitude, etc.) Each sponsor will inform their participants as to any special lettering criteria that they may have. This should be done at the start of the season.

ARTICLE 10: STUDENT FEES POLICY

The Board of Education of District #10, Hemingford Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's policy is to provide free instruction in school in accordance with the Nebraska Constitution and Nebraska state law. This generally means the District's policy is to provide free instruction for courses that are required by state law, regulation or accreditation requirements and to provide the staff, facility, equipment and materials necessary for such instruction, without charge or fee to the students. The Board also does provide activities, programs, student clubs, and services to children that extend beyond the minimum level of constitutionally required free instruction. The board realizes some activities may require additional expenditures that are properly to be borne by students as a separate charge. Students and their parents have historically contributed to the District's efforts to provide such activities and the district will continue to depend on such contributions. The District's general policy is to continue to encourage and to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District. Some charges may be waived depending upon the student's eligibility for the free and reduced-price lunch program. In other special cases where the parent/guardian requests that the student be exempt from charges, the superintendent shall determine granting of waivers. No fees, specialized or non-specialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

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

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

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

1. Participation in extracurricular activities;
2. Admission fees and transportation charges for spectators attending extracurricular activities.
3. Post-secondary education costs, limited to tuition and fees associated with obtaining credits from the post-secondary institution;
4. Fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;

5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or pre-kindergarten services in accordance with state statute;
8. Summer school or night school;
9. Breakfast and lunch programs;

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

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

- Participation in extracurricular activities;
- Post-secondary education costs when necessary;
- Summer school or night school if offered;

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

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

1. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
2. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
3. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
4. Deadlines for waivers for all types of fees;

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

PUBLIC HEARING. On or before August 1, 2002, and annually each year thereafter, the School Board shall hold a public hearing at a regular or special meeting of the Board on a proposed student fee policy. The hearing shall include a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the prior school year. The student fee policy shall be adopted by a majority vote of the School Board and shall be published in the student handbook. The board shall provide a copy of the student handbook to every student at no cost to the student. The student fee policy shall include specific details regarding those items required by law. In the event that the district would like to consider offering a service or materials for a fee which is not offered at the time that this policy is adopted or if the district would like to consider charging a fee for services or materials currently provided at no charge to the students or their parents or if any other change is desired, a public hearing shall be held at a regular or special meeting of the Board on the proposed changes to the student fee policy before any changes to the policy are adopted. If changes are made to the policy after the public hearing, written notice shall be provided to the students and their parents as soon as is practicable.

ADMINISTRATIVE REGULATIONS: STUDENT FEES: **Ref: SB Policy: 504.19**

Students attending school at Hemingford Public Schools and participating in extracurricular activities may be required to pay fees or dues. In addition, they may be required to furnish personal and consumable items, non-specialized clothing, special equipment, attire or uniforms, materials, lunch fees, class and club dues, admission fees to extra-curricular activities, and course project materials. The following information provides details on what students are expected to provide for participation in various programs and activities.

Students who qualify for free or reduced priced lunches under the Department of Agriculture income guidelines may have certain fees and other items waived. Those include, specialized clothing, attire or equipment required to participate in extracurricular events or optional music courses that are not extra-curricular. The following regulations apply to waivers.

a. Any course project completed with district provided materials will remain the property of Hemingford Public Schools.
b. Any specialized clothing, attire or equipment provided by Hemingford Public Schools will remain the property of Hemingford Public Schools.
c. Waiver students are responsible for the proper care of any school district clothing, equipment or materials. Fees may be assessed for cleaning, repair or replacement of school owned property.
d. At no time will any parent, student, or guardian be reimbursed cash for the purchase of specialized clothing, attire or equipment.
e. Music instruments will be provided to those students who qualify, but the district shall not be obligated to provide a particular type of musical instrument for any student.

Students, parents, or guardians may submit waiver applications to the office of the superintendent. A student does not have to participate in the free or reduced hot lunch program to request a waiver but does have to meet the income guidelines for that program. Completed waiver applications must be completed prior to the first practice of the extra-curricular activity, or first class period of the elective music course.

A. Personal and Consumable Items:

The District will make items necessary for students to benefit from courses available. Students are encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, etc. A specific class list of back to school supplies will be made available to students and parents annually. These school supplies may include:

- Pencils/Pens
- Scissors
- Colored Pencils/Markers
- Elmer's Glue
- Erasers
- Paper
- White Out
- Graph Paper
- Highlighters
- Tablets
- Compass
- Notebooks
- Protractor
- Organizers
- Calculator
- Planners
- Crayons
- Blank Computer Disks

Personal items for extra-curricular activities are the responsibility of the student. Extra-curricular items may include:

- Protective mouthpieces for sports
- Sports undergarments
- Shoelaces
- Various items for musical instruments

B. Non-Specialized Clothing:

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

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, or chemical/physical science classes.

Students will be required to furnish the following non-specialized clothing for the courses listed.

- Physical Education: gym shoes, shorts, T-shirt, athletic undergarments
- Vocational Agriculture Shop Classes: coveralls or appropriate alternative clothing
- Basketball: shoes, athletic clothing
- Volleyball: shoes, athletic clothing
- Track: shoes, athletic clothing
- Cross-Country: shoes, athletic clothing

C. Specialized Clothing/Equipment:

Students participating in optional curricular music courses such as band/flag corps, swing choir, are encouraged but not required to purchase specialized uniforms. If the district furnishes the uniform, it may be previously worn, and cannot be kept by the student. Students may wish to purchase their own uniforms for flag corps and swing choir so their uniforms may be distinctive from previous year's groups.

Students participating in extra-curricular activities may be required to purchase specialized equipment or clothing. District #10 does not charge for participation in extracurricular activities. Students who qualify for free and reduced lunch price may secure a waiver for specialized clothing or equipment. The following activities require specialized equipment, clothing, or fees

- Football: Varsity, two football jerseys, football shoes
- Junior High Football: football shoes
- Wrestling: Varsity and Junior High, shoes
- Golf: shoes, balls, clubs, and bag
- Track: spikes if necessary
- Volleyball: varsity and junior high, knee pads if desired
- Cheerleading: Students must purchase uniforms and shoes selected by the sponsor and/or student group.
- Future Farmers of America (FFA): Students must pay yearly dues.
- Band: Reeds, valve oil, music lyre, flip book, possible t-shirt

D. Course Materials:

Students are permitted to and encouraged to supply materials for course projects. Some course projects may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of keeping the project, to reimburse the District for the reasonable value of the materials used in the project. The District will furnish materials or supplies for course projects that are required to be completed as a requirement of the course. Supplies or materials for optional projects in art or vocational projects are the responsibility of the student.

E. Music Instruments:

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

F. Admission Fees:

Students are charged an admission fee to attend school sponsored extracurricular activities in Grades K-6. They may pay single admission fees or purchase annual activity passes. Students in Grades 7-12 have free admission to all regular season hosted events.

- Varsity Contest
  - $4.00-Students (7-12 students are provided passes to all home activities), Adults - $5.00
- Freshman, Junior Varsity or Junior High

    - $3.00 Students, Adults - $4.00
- Invitational Tournaments Adults
    - $5.00 all day, no activity passes accepted.
- Student Activity Pass (K-6) $25.00 annual
- Family Pass- $100.00; Single Parent Family Pass - $65.00; Adult Pass - $35.00

Admission to contests held on behalf of the Western Trails Conference, Panhandle Conference, sub-district, and district contests held on behalf of the Nebraska State Activities Association is not included in any student activity pass.

G. Organizations:
Students may choose to belong to a number of student organizations. Membership in these organizations is purely voluntary and any fees, costs, materials, or clothing are the responsibility of the student or the organization. These organizations may choose to fund their activities through fundraising. Students who belong to these organizations are expected to participate in the fundraising activities of the organization in order to participate in the activities supported by the fundraising. The Board of Education must approve fundraising activities sponsored by student organizations.

Students who qualify for district or state competitions that are district approved competitions are provided transportation, registration, and meal money by District #10. The District may also provide transportation or partial transportation for activities of the student organizations. These organizations include:

- FFA
- One Act
- H Club
- FCCLA
- Health Council
- Speech
- Student Council
- National Honor Society
- Band / Choir

H. Other Student Activities:
Students may participate in activities that are not sponsored by the school or are traditionally totally supported by fundraising activities.

- Summer band trips are sponsored entirely by fundraising. District #10 is not a sponsor and provides no support.
- World Stride is an activity supported partially by District #10 but all of the student costs to attend the Washington, D.C. trip is raised through fundraising activities. In the event the entire cost for each student is not raised, students who qualify for free and reduced lunch may request a waiver for the amount of funds required of each student to attend.

I. Classes:
Students belong to classes, which by nature become an organization. The classes sponsor student activities such as prom and graduation. Dues are set by the students in each class on an annual basis. Students may choose not to belong to their class organization but by doing so relinquish their right to attend those events and activities their dues and fundraising projects support. Students who qualify for free and reduced-price lunches may request a waiver for their class dues. Students shall not be denied a diploma, transcript, or credit for coursework completed for failure to pay student fees. (Administration suggests dues shall not exceed $50.00 per year, per student.)

J. Post-Secondary Education:
Students are responsible for post-secondary education costs. The phrase "post-secondary education costs" means tuition and other fees only associated with obtaining credit from a post-secondary educational institution. For a course in which students receive high school credit and for which the student may also receive

post-secondary education credit, the course shall be offered without charge for tuition, transportation, books or other fees, except the tuition and fees associated with obtaining credits from a post-secondary educational institution. All fees associated with the post-secondary education credits are to be paid directly to the post-secondary educational institution.

K. Student Record Copy Charges:
No fee shall be charged to students, their parent(s), and/or their guardian(s) for copies of a student's files or records provided pursuant to Nebraska Revised Statutes 79-2104.

L. Before and After School Pre-Kindergarten:
The district does not currently offer before or after school Pre-Kindergarten.

M. Summer and Night School:
Hemingford Public Schools operates a remedial summer program sponsored by Federal Funds which no fee is charged for students. No night school classes are offered.

N. Breakfast, Lunch, Milk programs: **Ref: SB Policy: 802.01**
Following is a schedule of fees required for any breakfast program, lunch program, or milk breaks offered by the school district. Students, who qualify under the income guidelines as determined by the Department of Agriculture and with proper application completed, will be provided with free or reduced priced lunches.

PK-12 Breakfast	$2.50	Adult Breakfast	$3.00
Pre-School Lunch	$3.00	K-6 Lunch	$3.00
7-12 Lunch	$3.25	Adult Lunch	$5.00
Milk	$0.55	Additional Entree/Meat	$2.00

O. Student Transportation: **Ref: SB Policy: 801.01**
Non-resident and option enrollment students may be charged a fee for bus transportation to and from school. No fee currently is charged for resident students.

P. School Store: **Ref: SB Policy: 504.19R1**
The district may operate a school store in which students may purchase food, beverage, personal and consumable items in accordance with the school's wellness policy. Said purchases shall not be subject to any fee waiver.

Q. Other Items:
Charges for yearbooks, class rings, graduation announcements, letter jackets, club or organization apparel, team T-shirts, shooting shirts, and similar items are sold as a convenience to students at their choice and are not fees or requirements as covered under this policy.

ARTICLE 11: STATE AND FEDERAL PROGRAMS

Notice of Nondiscrimination
Students, parents, employees, volunteers, school patrons, applicants for student admission or employment, sources of referral of applicants for admission and employment, professional organizations holding collective bargaining or professional agreements with the Hemingford Public Schools, and all others who interact with Hemingford Public Schools are hereby notified that Hemingford Public Schools does not discriminate on the basis of race, color, national origin, sex, age, marital status, religion, or disability in the admission, access to its facilities or programs, treatment, or employment in its programs or activities.

Section 1: Designation of Coordinator(s)

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Hemingford Public Schools, Box 217, Hemingford, NE 69348, (308) 487-3328.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Athletic Director
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

Section 2: Anti-discrimination & Harassment Policy **Ref: SB Policy: 504.18**

It is the policy of Hemingford Public Schools that racial, sexual, religious/ethnic harassment and violence will not be tolerated under any circumstances. We firmly believe that all persons are to be treated with respect and dignity. Harassment and violent incidents will be responded to in a manner that effectively deters future incidents.

Racial, sexual, religious/ethnic harassment and violence refers to unwelcome and unwanted behavior related to sex, race, religion, or ethnic group that makes the recipient feel afraid, embarrassed, helpless, angry, or unsafe or upsets the recipient to the point that he/she cannot learn, cannot teach or be effective at school or at his/her job.

Harassment and violence is prohibited between staff members, between staff members and students, between students, and from members of the public directed at students or staff on school property or at school sponsored events. Some examples of harassment and violence may include but are not limited to: unwelcome patting, pinching, or physical contact; obscene gesturing; ethnic or racial slurs; or threats; insults, or assaults against someone due to their sex, race, religion or ethnic group.

A complete copy of the Board of Education Policy 504.18 may be found on the Hemingford Public Schools website under school board policies or by calling 308-487-3330 or 308-487-3328.

If a staff member of a student feels that his/her emotional well-being, his/her sense of safety and security or sense of self-worth is being affected by such conduct, a complaint should be filed by contacting his/her school principal.

Preventing Harassment and Discrimination of Students **Ref: SB Policy: 504.18R1**

Purpose: Hemingford Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment

of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Hemingford Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the workplace and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, national origin, sex, disability or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

- In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

- Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom, or educational environment.

- Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually-oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures: **Ref: SB Policy: 504.18R1**

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

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

Complaint and Appeal Process.

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

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

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

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

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

   d) Complaints involving discrimination or harassment on the basis of race, color, national origin, 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 the complainant's written appeal.

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

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

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

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

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

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

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

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

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

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.

Section 3: Notification of Rights Under FERPA **Legal Ref: 20 U.S.C § 1232g**

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

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish

to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the district discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-4605

Notice Concerning Directory Information **Ref: SB Policy: 507.02**

The district may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and most recent previous educational agency or institution attended. A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. The period of time within which a parent or eligible student has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information is as follows: two weeks from the time this information is first received. The district may disclose information about former students without meeting the conditions in this section.

Additional Notice Concerning Directory Information

The district's policy is for education records to be kept confidential except as permitted by the FERPA law, and the district does not approve any practice which involves unauthorized disclosure of education records. In some

courses student work and/or projects may be displayed, posted on social media, or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The district does not either approve or disapprove such teaching practices, and designates such student work as directory information and as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the district in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

Section 4: Parental Engagement **Ref: SB Policy: 1005.02**

Hemingford Public Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.

In General,

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background, or are migratory children. Information related to school and parent programs, meetings, school reports, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
    - Hemingford Open House/Back to School Night
    - 7th grade and New Student orientation
    - Annual Title I Parent Meeting
    - Parent-Teacher Conference

- Parents are involved in the planning, review, evaluation, and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.

- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.

- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
    - Parent and Community Surveys
    - Annual Title I parent meeting
    - Development of the School Improvement Plan
    - School Advisory Meetings

- Parents of participating children will be provided timely information about programs under this part, a description, and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
    - Student handbook
    - Parent-Teacher Conferences
    - Standardized Test results
    - Progress reports & report cards

- 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.

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

Section 5: Homeless Students Policy **Ref: SB Policy: 503.09**

Students defined in state law as homeless children shall be admitted without payment of tuition. 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.

Section 6: National School Lunch Program **Ref: SB Policy: 508.13/802.01/802.05**

Philosophy: It shall be the policy of the Hemingford Public Schools to provide hot lunches and breakfasts for those students that wish to eat on the school grounds. These meals will be nutritious, well-balanced meals that meet the standards set by the Nutrition Services Department of the State of Nebraska. They will be serviced at the lowest price possible so that the program breaks even. The Hemingford Public Schools participates in the National School Lunch Program. **Any family below the income levels allowed can apply for free or reduced lunches at any time throughout the school year.** Applications for free and reduced-price meals will be sent home with students on the first day of school. **You must file for free or reduced meals each year.** Students who were on free and reduced lunches last year have until September 28th to reapply and can still receive free or reduced meals until that day. New applications should be returned as soon as possible as the free or reduced meals begin the day you submit it. Applications may be submitted anytime during the school year if your income changes.

Parents who wish to join their student(s) for lunch should call for a reservation. The school district requires meals to be paid for in advance. If you wish to have your children in separate accounts, you must inform the Office of the Superintendent, High School Office, or Elementary Office before school begins. Parents may

establish accounts before school begins by contacting the Administration office, High School, or Elementary Office. **As always our policy is no charging. We expect you to have a positive balance in your account before participating in the Hot Lunch program.**

METHOD OF PAYMENT: All lunches must be paid for in advance. No charging for food will be allowed. A family account will be started at the beginning of the school year on a computer program designed for Lunch accounting. Emails will be sent when balances become low. Parents have the option of checking their lunch balance via the Internet. If the students are to pay for their own lunches, you must notify the Hot Lunch program at the beginning of the year so that the family account may be split. An account **must** have a positive balance in it at all times. NO CHARGING FOR FOOD. Payment should be brought to the school or paid online ASAP. Our goal is to provide nourishing meals to all students, but we must have payments of accounts to keep this program running. All extras taken in the lunch line will be charged as extras to the family account. **NO CASH WILL BE RECEIVED IN THE LUNCH LINE. Money may be taken anytime to the Elementary or High School office.**

EQUAL OPPORTUNITY PROVIDER AND EMPLOYER: NONDISCRIMINATION STATEMENT
In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call toll-free (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."

STUDENT FEE WAIVER APPLICATION Ref: SB Policy: 504.19

Students whose families meet the income guidelines for free and reduced-price lunches are eligible to have expenses of certain fees, specialized equipment, specialized attire, and project materials waived as provided by district policy. All information provided in connection with this application will be kept confidential. This waiver does not carry over from year to year and must be completed annually.

ALL INFORMATION REQUESTED ON THIS FORM MUST BE COMPLETED FOR THE FEE WAIVER APPLICATION TO BE PROCESSED

ELIGIBILITY

My signature below indicates that I am the parent or guardian of the below listed students and I also certify my family meets the income guidelines as provided by the Department of Agriculture in the application for free and reduced-price lunches. I understand that my students do not have to participate in the National Hot Lunch Program to request a fee waiver, but do have to meet the guidelines. I understand I may be required to verify any or all information provided on the free and reduced lunch application.

- ❑ My free and reduced-price lunch application has been previously submitted to the school.
- ❑ My free and reduced-price lunch application is attached for consideration at this time for a student fee waiver.

Name of Parent or Guardian: _____

Address: _____

Student Name(s)	Grade
_____	_____
_____	_____
_____	_____

Please specify exactly what fees, equipment, attire or materials to which this waiver applies:

_____

_____

Your signature below will allow school officials to share information from my Free and Reduced Price School Meals Application with appropriate school officials for purposes of the student fee waiver program and any other program that would benefit students.

Signature of parent or guardian: _____DATE:_____

****

This application is:

- ❑ Approved as written
- ❑ Disapproved

Administrator's signature:

_____Date:_____

RECEIPT OF ACKNOWLEDGMENT PARENT-STUDENT HANDBOOK OF HEMINGFORD PUBLIC SCHOOLS

This signed receipt acknowledges receipt of the Parent-Student Handbook of Hemingford Public Schools. This receipt acknowledges that it is understood that the handbook contains student conduct and discipline rules as well as all policies regarding the proper use of technology. The undersigned, as a student, agrees to follow such conduct, discipline, and technology rules. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used to respond to harassment or discrimination.

Drug-Free Schools Statement: RECEIPT SHALL ALSO SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING HEMINGFORD PUBLIC 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 34 C.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 IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS.

Date:_____ Date:_____

_____ _____

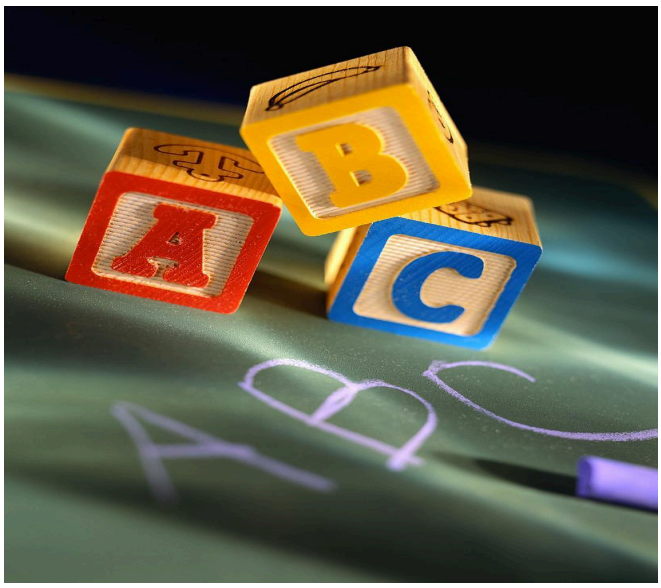
Student's Signature Parent or Legal Guardian's Signature

Return to: Individual classroom teacher, class sponsor, or building secretary by August 25, 2023.

Hemingford Early Childhood Preschool Program

Parent Handbook

2024-2025 School Year



Hemingford Public Schools
PO Box 217
Hemingford, NE 69348
308-487-3330

Dr. Travis Miller – Superintendent
Eric Arneson – Elementary Principal
Mandy Plog – Director of Student Services

Shari McClure - Preschool Teacher
Amy Honstein - Paraprofessional

INTRODUCTION

Hemingford Public Schools operates a Rule 11 Early Childhood Preschool Program approved by the Nebraska State Board of Education upon recommendation of the Nebraska Department of Education, Office of Early Childhood. The program operates in compliance with the requirements in Rule 11, Regulations for Early Childhood Education Programs. The Hemingford Early Childhood Preschool Program is locally governed by the Hemingford Board of Education and follows all federal, state, and local regulations

Hemingford Public School runs two sessions of preschool, a morning class and an afternoon class, Monday through Thursday, following the regular school calendar. The regular hot lunch and breakfast programs are available to all students. Students can apply for free or reduced lunches through the hot lunch program.

SESSION TIMES

Morning Class: 8:00 AM – 11:30 PM (Including Lunch)
Afternoon Class: 12:00 PM - 3:30 PM (Including Lunch)

STAFF

Preschool Teacher and Early Childhood Special Educator: Shari McClure
Preschool Paraprofessional: Amy Honstein
Director of Instructional Services: Mandy Plog
Elementary Principal: Eric Arneson
Superintendent: Dr. Travis Miller
School Nurse: Katie Kimball
School Counselor: Samantha Gilkerson
Speech-Language Pathologist: Michelle Hoxworth
Occupational Therapist: Lisa Briggs
Physical Therapist: Michelle Weimer
School Psychologist: Dr. Jaime Sato
Teacher of the Deaf and Hard of Hearing: Heather Esterdahl
Teacher of the Visually Impaired: Megan Macy

MISSION STATEMENT

The mission of the Hemingford Early Childhood Program is to ensure that children from categorically and economically diverse groups have access to a research-based, effective, developmentally appropriate preschool program with a strong emphasis on family participation.

PHILOSOPHY

It is the philosophy of the Hemingford Early Childhood Program that parents are a child's first and foremost teachers. Our program provides support to parents using developmentally appropriate classroom activities which are designed to help children reach their full potential in all areas of development. Through a structured routine and with input from parents regarding their individual child, the program recognizes each child as an individual and strives to meet their individual needs.

ADMISSION PROCEDURES

- All four-year-old resident children of the Hemingford Public School district are invited to attend the Hemingford Early Childhood program by a letter sent home to eligible resident children.
- The maximum number of students in each classroom session is 20 students.
- A visit to the preschool for parents and their child is arranged prior to the first day of attendance.
- Policies and procedures will be reviewed, release forms and health plans will be completed, and a copy of the child's current immunization record and certified birth certificate will be collected before the child begins preschool.

PRESCHOOL ENROLLMENT

If applications exceed the program's enrollment capacity, students will be admitted into the program according to the following priority:

1. Any students required by law to participate or required to be given a preference in the program.
2. Resident students who will become eligible to attend the kindergarten grade in the following year.
3. Resident students who are not otherwise yet eligible to enroll in kindergarten.
4. Non-resident students who are children of current employees of Hemingford Schools.
5. Resident students who will be required to attend kindergarten in the following year.
6. Non-resident students who are siblings of option enrollment students.
7. Non-resident students who are not yet eligible to enroll in kindergarten.

After the above prioritization process, any further prioritization will be determined based on the date of application for admission, with earlier applicants earning priority for enrollment. In that

situation, the determining factor of which remaining applicants shall be accepted will be the date the completed application was received. If an application is not complete when it is received, it will not be dated until all necessary information has been received.

PARENT INFORMATION

Parents are recognized as their child's most important teachers. Parental involvement in their child's education is encouraged and welcomed. Parents are encouraged to visit the school at any time. Formal meetings are held twice a year to discuss a child's progress and development. Participation from parents is encouraged to ensure the best education is occurring for their child. Parents may also request a meeting at any time to discuss their child's progress. Parents are invited and encouraged to provide their input regarding policies, procedures, and activities of the program. Home visits are also scheduled. These visits can be held in another location of the parent's choosing.

PARENT VOLUNTEER IDEAS

- Bring treats for special occasions such as birthdays, holidays, teacher recognition days, open house, etc.
- Share special family traditions through props, special foods, pictures, etc.
- Assist teachers with class parties
- Assist teachers with field trips
- Assist teachers with preparation/clean-up of snack
- Assist teachers with classroom activities
- Copy newsletters
- Laminate posters
- Design wall posters

PROCEDURES AND INFORMATION

Immunizations

The State of Nebraska has immunization requirements for children entering school. Students will not be able to enter school until the school has written proof of their immunization status. To attend school, students in the State of Nebraska are required to be immunized per current requirements from the Nebraska Department of Health and Human Services. Students who do not receive immunizations for health reasons must have a statement signed by a healthcare provider stating that, in their opinion, the specified immunization required would be injurious to the health and well-being of the student or any member of the student's family or household. Students who are exempted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

For further information on immunizations, contact the school nurse or refer to the Nebraska Department of Health and Human Services - Control of Communicable Disease regulations.

School Calendar/School Closings

The Hemingford Early Childhood Program follows the public school calendar. When the school has a late start, no morning preschool is held. When the school has an early out, no afternoon preschool is held. In the case of bad weather, the preschool follows the public school when closing. If Hemingford Public Schools does not have school, the preschool will also be closed. On certain occasions, preschool will be held on a voluntary basis when teachers are participating in inservice. This will be communicated ahead of time to all parents.

Pick-Up/Drop-off Points

Please pick up and drop off preschool students at the main entrance of the school. If the student is eating breakfast, they may enter the school and eat in the cafeteria beginning at 7:45 AM. If they are not eating breakfast, they may play on the playground behind the school beginning at 7:45 AM until Mrs. McClure greets them at the back door at 8:00 AM. Please use crosswalks when dropping off and picking up your child.

Checking Your Child's Backpack

Please check your child's backpack every night. They are excited about their work at this age and will be excited to share it with you. This is the best way for me to communicate with you. Also, please make sure that they have a backpack daily to carry their work home.

Parent/Teacher Conferences

Your child's development is constantly monitored through the use of checklists and development charts. Results of the Teaching Strategies Gold assessment are shared with parents during conferences. Parents may also request a meeting at any time to discuss their child's program and progress. Parent/Teacher Conferences are held twice a year. Conferences will be held at the same time as Hemingford Public School Conferences. If a child qualifies for special education, an IEP will be held at least once during the school year to discuss a child's developmental skills.

Emergency Numbers

Current telephone numbers must be on file. The home, cell, and work numbers of both parents/guardians need to be on file with the elementary secretary. It is also helpful to have your childcare provider's name, address, and phone number on file. If any of these numbers should change, please notify the preschool of these changes. Emergency contacts should also be on file. Emergency people should know about this responsibility.

Absences

If your child will not be attending class, please notify the school by calling 308-487-3330.

Label possessions

Please write your child's name on their possessions. Children will be provided with a cubbie and coat hook for their possessions. The school is not responsible for lost items.

Addressing Concerns

We try hard to meet the needs of each child and family. We strive to work with parents to provide quality services to children and families. If you have a concern with our program, we need to work out a satisfactory solution. Please contact the preschool teacher first and visit with her about your questions and concerns. When concerns arise, instead of making assumptions, we all need to ask questions for more information. By viewing each other as teammates, we can positively resolve any problem that comes our way for the benefit of the program and more importantly for the benefit of the children we are all responsible for teaching.

Child Find

Child Find is a community-wide effort to provide opportunities for children with disabilities. Parents, educators and members of the medical community take part in the program to locate children who may have a disability. Child Find provides developmental screening and, when appropriate, a comprehensive, multi-disciplinary evaluation for children from birth to age 21.

Parents/Community members who contact Child Find may have concerns about the child's development in the areas of:

- Hearing
- Vision
- Speech/language skills
- Motor skills
- Thinking skills
- Emotional/social skills

If you live within the Hemingford School District and have, or know of a child who may have a disability, contact the Mandy Plog, Director of Instructional Services, at 308-487-3330.

Confidentiality Statement

Student records or files maintained by the district are strictly confidential under the Family Education Rights and Privacy Act of 1974 (34 CFR 300).

Records may not be released without written consent except for the following:

- District personnel who have a legitimate educational interest.
- Auditing officials of the United States Government. Auditing officials of this state or state education authorities, when necessary in connection with the audit evaluation of federally or state-supported educational programs. The collection of such data shall not permit the personal identification of students or their parents.
- Courts, in compliance with judicial order or subpoena, provided that the parents of the students are notified of the order subpoena in advance of compliance.

Notice Of Nondiscrimination

Hemingford Public Schools does not discriminate based on gender, national origin, race, creed, color, national origin, gender, age, marital status, or disability in admission or access to, or treatment, or employment of its programs or activities. The Hemingford Early Childhood Preschool Program and Hemingford Public School complies with Section 504 of the Rehabilitation Act of 1973 and the Family Educational Rights and Privacy Act. If you have questions or concerns about these acts, or feel that you or your child has been discriminated against, please contact an administrator listed above.

Hemingford Early Childhood Preschool Program
Parent Handbook
Acknowledgment and Agreement

Signing this Acknowledgement & Agreement will confirm two very important responsibilities that you take on as a Parent or Guardian.

First: you acknowledge that you received your copy of the Parent Handbook.

Sign_____Date_____

Sign_____Date_____

Second: you agree to follow the guidelines and policy outlined in this Parent Handbook.

Sign_____Date_____

Sign_____Date_____

602.03 - OPEN CAMPUS PRIVILEGES

The campuses of the district are closed for students in grades PK-6.

The campuses of the district are closed for students in grades 7-12 except for open campus privileges during designated lunch periods, school-to-work or internship programs, and trips permitted by faculty or administration.

Open campus privileges for students in grades 7-12 may be temporarily suspended or revoked for student conduct violations, academic failure, or other reasons that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process.

Approved:
Reviewed:
Revised:

504.05 - STUDENT VEHICLES

~~Except for those students that have permission to use vehicles during the day, they should not go to their vehicles during the school day or the lunch period.~~

~~Students are not to use any form of motorized transportation other than that provided by the school, faculty, or staff, or their own parents without specific approval from the principal. Then, the student will be allowed to go directly to and from their destination. Students who live close to school may walk home for lunch if they so choose.~~

The school assumes no liability for pupils driving motor vehicles.

Pupils driving cars to school are required to park them in the designated area upon arrival at school if they choose to park on school grounds.

It shall be the responsibility of all faculty and school employees to report any violation of traffic laws or any improper conduct of student drivers to the principal.

The Board adopts the following rules regarding parking and driving on school district property and other shared facilities that the school district, students, and staff use, maintain, and access as part of school and extracurricular activities.

Parking

The administration may designate certain areas of the parking lots as staff-only parking. Any areas designated as staff only parking may not be used by students or visitors.

The two north rows of parking in the south lot ~~is~~ are reserved for elementary staff and visitors. The east row of the west parking lot is reserved for high school staff and visitors.

Temporary changes to parking may be designated by the administration to accommodate special events, ceremonies, or community needs at neighboring facilities.

Students shall have no expectation of privacy regarding vehicles they bring on to School District property. School personnel may search the contents of any vehicle driven or parked on School District property by a student.

Administration may request that any vehicle parked in violation of this policy be moved. Failure or inability to move the vehicle may result in the vehicle being towed at the vehicle owner's expense.

~~If a student violates good driving practices /and or drives during the lunch period without permission, they will be required to report to the office first thing in the morning to turn in their keys and will not be allowed to pick them up until school is dismissed for the day. If the problem continues, we will ask to have his/her parents bring him/her to school. If the student lives in the rural area served by the District, we will suggest that they ride the bus.~~

Driving/Vehicles

- All vehicles on School District property must be licensed, registered, and insured according to law. The administration may report to law enforcement any vehicle suspected to be unlicensed, unregistered or uninsured according to law.
- Anyone operating a vehicle on School District property must hold the requisite license to
- operate such vehicle and be covered by insurance as required by law. The administration may report any suspected violations to law enforcement.
- No ATVs, UTVs, golf carts, dirt bikes, or similar vehicles may be operated on School District property, unless they meet all of the requirements in item 1 above except by school employees in the course of their employment or as specifically authorized in advance by the administration.
- Operating a vehicle on School District property beyond the established parking lots and driveways of the school is prohibited.
- Operating a vehicle in an unsafe or reckless manner is prohibited.
- Anyone operating a vehicle on School District property shall follow all general traffic and driving laws and regulations.
- Vehicles driven or parked on School District property shall not display images or messages that contain profanity, that are sexual in nature, or that are obscene, vulgar, or offensive. This shall include, but not be limited to decals, bumper stickers, flags, accessories, and license plates.

Any student, staff member, or patron who repeatedly violates this policy may lose his or her right to drive and/or park on School District property. Any student or staff member who violates this policy may be disciplined at the discretion of the administration.

Approved:
Reviewed: 10/10/2022, 10/14/2024
Revised:

Hemingford Public Schools

2025-2026 Calendar

Get Up Bobcat Nation!

https://www.hemingfordschools.org/

2025

AUGUST

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2025

4-10 Box Butte County Fair

Teacher Inservice-no school for students- August 11-13

Open House - August 12

First Days of School August 14-15 (2:00pm dismissal)

September 2025

September 1 - Labor Day - No School

October 2025

October 10 - End of First Quarter

October 15 - No School for Students - P/T Conferences 1:00-7:00

October 16-17 - No School - Fall Break

November 2025

November 26-28 No School - Thanksgiving Break

December 2025

December 19 - End of 2nd Quarter/1st Semester

December 20-31 No School - Christmas Break

January 2026

January 1-2 No School - Christmas Break

January 5 - Teacher Inservice - No School for Students

January 6 - Start of 3rd Quarter

February 2026

February 13-16 Winter Break - No School

February 16 - No School for Students - Teacher Inservice at ESU 13

March 2026

March 13 - End of Quarter 3

March 18 - No School for Students - P/T Conferences 1:00-7:00

March 19-20 No School - Spring Break

April 2026

April 3-6 No School - Easter Break

May 2026

May 1 - Teacher Work Day

May 9 - Graduation

May 20- Students Last Day (11:30 dismissal)

May 21-22 Teacher Inservice

2026

JANUARY

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

First Day/Last Day of School

No School - Break

Teacher Inservice and Parent/Teacher Conferences

	Staff	Students
Q1	44	41
Q2	45	44
Q3	49	47
Q4	46	42
Total	184	174

Box Butte County Fair

Open House

Graduation (2:00 pm)

End of 9 Weeks/Semester

In-Service No School for Students

NOTE: Proposed in-service dates are subject to revision, pending availability of consultants &/or district needs.

Preschool will not be in session on half days and on Parent-Teacher Conference Days.

Preschool sessions will be shortened during late starts or early outs due to inclement weather.

Breakfast will not be served on late starts due to inclement weather.

NOTE: This calendar does not allow for any inclement weather days as forgiven days. Depending on time of year and calendar status, days missed due to inclement weather, contagious disease, pandemic flu, or other Acts of God, may or may not be re-scheduled as make-up days, subject to administrative discretion. If make-up days are added to the end of the year, the last day for students (May) and last day for teachers (May) will be later than noted herein.

Hemingford Public School District #10

Hemingford, NE

Administrator's Contract of Employment

THIS CONTRACT made by and between the School District of Hemingford, No. 10 in the county of Box Butte, in the State of Nebraska, hereinafter referred to as "District" and **First Last**, a legally qualified Administrator, hereinafter referred to as "Administrator."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Administrator above named in the schools of the district for a school year, which shall begin in August of 2025, and end in July 2026, and shall consist of at least 210 days of service. The Administrator agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Administrator shall keep complete and accurate records of his or her working days and shall provide the Superintendent with a report of his or her accumulated working days at least quarterly. The Administrator hereby agrees to accept such employment at a salary of $__,____ (**Schedule Location, e.g., MA, Step 9**) with an additional $1,460 for curriculum development; under the following conditions:

VIZ: To be **Name of Position/Positions (e.g., Elementary Principal and DAC.)**

1. The salary shall be payable in 12 equal installments. The first installment shall be payable on the 15th day of August 2025, and the remaining installments shall be payable on the 15th day of each month thereafter. The Board retains the right to adjust the annual salary upward during the term of this contract, as an amendment, without such adjustment constituting a new or amended contract or extending the term of this contract.

2. During the term of this contract, in the event the Administrator violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which, substantially inhibits the Administrator's ability to discharge the duties as set forth herein, including, but not limited to (a) becoming legally disqualified to administer in the State of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; or (h) immorality; then the Administrator may be discharged; provided the Administrator has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of a hearing before the Board prior to official action being taken. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. Nothing contained herein shall prevent the suspension of the Administrator, with pay, from her duties during the pendency of such proceedings.

3. The Administrator hereby agrees to be governed by the policies of the Board of Education of the District and that duties to be performed by her under this contract shall be subject to assignment by the Superintendent of the District or the Board; and further agrees to devote full time, during days of school to her position and in all respects, to diligently and faithfully perform the assigned duties as Administrator to the best of her professional ability.

4. The Administrator hereby affirms that she is not under contract with another School Board or Board of Education within this State covering a part or all the same times of performance as is contemplated by this agreement. The Administrator further affirms that at the beginning of the term of this contract she holds or will hold a Nebraska Teaching Certificate and a Nebraska Administrative Certificate, which are or

will be in full force and effect for the period covered by this contract. It is understood and agreed that this contract is not valid until the certificates, as herein listed, are registered in the office of the Superintendent of Schools in this school and that the Administrator shall not be compensated for any services prior to the date of registrations of these certificates.

5. The Administrator agrees to: (a) be responsible for the detailed organization of the curriculum of the school and for the administration of the instructional program; (b) maintain and enforce student discipline; (c) maintain attendance records; (d) maintain student files; (e) administer the general policies and programs of the Hemingford District #10 Schools as they apply to her building and for making available to her staff all general school regulations as they are enacted; (f) keep the Superintendent fully advised as to the conditions and needs of the school; (g) be responsible for taking all reasonable precautions to safeguard the health and general well-being of her staff and of the children in her school; (h) evaluate the efficiency of each member of the staff in his building in accordance with directions from the Superintendent; and (i) perform other duties as the Superintendent may direct.

6. Should the Administrator be unable to perform any or all of her duties by reason of illness, accident, or other disability beyond her control, and such disability exists for a period of more than her accumulated sick leave during any school year, the Board may in its discretion make a proportionate deduction from the salary stipulated herein. If, in the opinion of the Board, such disability is permanent, irreparable, or of such nature as will make the performance of the Administrator's duties impossible, the Board may in its discretion, terminate this agreement, whereupon the respective duties, rights, and obligations of both parties shall be terminated.

7. Leaves and Fringe Benefits

A. Sick Leave. The Administrator shall be allowed 8 days of sick leave per contract year. Unused sick leave can accumulate to 50 days. Sick leave is governed as follows:

1) Sick leave will cover absence due to personal illness or medical appointments. Sick leave may also be taken for illness of spouse or children or medical appointments with spouse or children if necessary. In addition, sick leave may be taken for serious illness in the immediate family. Immediate family includes spouse, children, parents, spouse's parents, siblings, grandchildren, and grandparents.

2) Sick leave will provide for time to attend the funeral of any relative or friend.

3) After five continuous days of absence, a Medical Doctor's statement may be required by the Board to substantiate the need for continued sick leave utilization. Should absence continue beyond the five continuous days, the Board may request another Medical Doctor's statement to certify the Administrator's ability to return to work.

B. PTO Days. The Administrator shall receive 5 PTO days per contract year. Any unused PTO days in the contract year will rollover to the Administrator's sick leave accumulating up to 50 days.

C. Transportation. The Board shall provide the Administrator with transportation required in the performance of her duties or shall reimburse her for such transportation at the maximum rate permitted by law.

D. Professional Development. The Administrator shall attend appropriate professional meetings at the local, state, and national level, and such attendance shall not be taken against the Administrator's allowable leave days. Such attendance shall be paid by the Board of Education

to the extent as permitted by state law and Board policy. The Board shall set annually in the district budget of expenditures the funds to cover such expenses.

E. Professional Dues. The District shall pay the Administrator's membership in state and national professional associations.

F. Life Insurance. The Board of Education shall provide the Administrator a $50,000 group term life insurance policy.

G. Health/Dental Insurance. The Administrator shall receive a choice of Blue Cross/Blue Shield health insurance with family dental with the plan provided other certificated employees or, alternatively, if covered by other insurance an annuity or cash in lieu of insurance in the same manner as provided other certificated employees.

H. Reimbursement payment of up to $50/month for cell phone.

I. Legal Actions. In the event of any legal actions threatened or filed against the Administrator because of the performance of duties under this Contract, or the Administrator's position as Administrator for the School District, including professional practice complaints against the Administrator, the Board shall provide a legal defense to the Administrator, to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

8. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Administrator from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board, and the Board shall affix the time at which the resignation shall take effect.

9. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. This contract is subject to the School Employees Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract. This contract shall be deemed to have been entered into subject to all provisions of the Laws of the State of Nebraska.

Executed this_____ day of _____2025.

_____, Chairman, Board of Education
Justin Ansley

_____, Secretary, Board of Education
Blanche Randolph

Executed this_____ day of _____2025.

_____, Administrator
First Last

2024 - 2025 SALARY SCHEDULE (INSTRUCTIONAL SERVICES DIRECTOR - SPECIAL EDUCATION)

HEMINGFORD PUBLIC SCHOOLS

$39,000 (Base Salary of HEA Negotiated Agreement)

Adopted March 13, 2023

Readopted January 15, 2024

184 Day Contract

BASE	DOWN	ACROSS
	2	4.5

EXPERIENCE	MA	MA + 18	EdS	PhD/EdD
0	2.035 $79,365	2.08 $81,120	2.125 $82,875	2.17 $84,630
1	2.055 $80,145	2.1 $81,900	2.145 $83,655	2.19 $85,410
2	2.075 $80,925	2.12 $82,680	2.165 $84,435	2.21 $86,190
3	2.095 $81,705	2.14 $83,460	2.185 $85,215	2.23 $86,970
4	2.115 $82,485	2.16 $84,240	2.205 $85,995	2.25 $87,750
5	2.135 $83,265	2.18 $85,020	2.225 $86,775	2.27 $88,530
6	2.155 $84,045	2.20 $85,800	2.245 $87,555	2.29 $89,310
7	2.175 $84,825	2.22 $86,580	2.265 $88,335	2.31 $90,090
8	2.195 $85,605	2.24 $87,360	2.285 $89,115	2.33 $90,870
9	2.215 $86,385	2.26 $88,140	2.305 $89,895	2.35 $91,650
10	2.235 $87,165	2.28 $88,920	2.325 $90,675	2.37 $92,430
11	2.255 $87,945	2.3 $89,700	2.345 $91,455	2.39 $93,210
12	2.275 $88,725	2.32 $90,480	2.365 $92,235	2.41 $93,990
13	2.295 $89,505	2.34 $91,260	2.385 $93,015	2.43 $94,770
14	2.315 $90,285	2.36 $92,040	2.405 $93,795	2.45 $95,550
15	2.335 $91,065	2.38 $92,820	2.425 $94,575	2.47 $96,330

193 Day Contract

Factor: 193/184 **1.048913043**

EXPERIENCE	MA	MA + 18	EdS	PhD/EdD
0	$83,247	$85,088	$86,929	$88,770
1	$84,065	$85,906	$87,747	$89,588
2	$84,883	$86,724	$88,565	$90,406
3	$85,701	$87,542	$89,383	$91,224
4	$86,520	$88,360	$90,201	$92,042
5	$87,338	$87,338	$91,019	$92,860
6	$88,156	$89,997	$91,838	$93,678
7	$88,974	$90,815	$92,656	$94,497
8	$89,792	$91,633	$93,474	$95,315
9	$90,610	$92,451	$94,292	$96,133
10	$91,429	$93,269	$95,110	$96,951
11	$92,247	$94,088	$95,928	$97,769
12	$93,065	$94,906	$96,746	$98,587
13	$93,883	$95,724	$97,565	$99,405
14	$94,701	$96,542	$98,383	$100,224
15	$95,519	$97,360	$99,201	$101,042

Placement of staff on the salary schedule will be determined by the superintendent of schools. The Board of Education reserves the right to make adjustments to the schedule, add or subtract steps, and discontinue use of the schedule.

2025 - 2026 SALARY SCHEDULE (PRINCIPALS)

HEMINGFORD PUBLIC SCHOOLS

$39,000 (Base Salary of HEA Negotiated Agreement)

Adopted March 13, 2023

Revised January 13, 2025

184 Day Contract

BASE	DOWN	ACROSS
	2	4.5

EXPERIENCE	MA	MA + 18	EdS	PhD/EdD
0	2.035 $79,365	2.08 $81,120	2.125 $82,875	2.17 $84,630
1	2.055 $80,145	2.1 $81,900	2.145 $83,655	2.19 $85,410
2	2.075 $80,925	2.12 $82,680	2.165 $84,435	2.21 $86,190
3	2.095 $81,705	2.14 $83,460	2.185 $85,215	2.23 $86,970
4	2.115 $82,485	2.16 $84,240	2.205 $85,995	2.25 $87,750
5	2.135 $83,265	2.18 $85,020	2.225 $86,775	2.27 $88,530
6	2.155 $84,045	2.20 $85,800	2.245 $87,555	2.29 $89,310
7	2.175 $84,825	2.22 $86,580	2.265 $88,335	2.31 $90,090
8	2.195 $85,605	2.24 $87,360	2.285 $89,115	2.33 $90,870
9	2.215 $86,385	2.26 $88,140	2.305 $89,895	2.35 $91,650
10	2.235 $87,165	2.28 $88,920	2.325 $90,675	2.37 $92,430
11	2.255 $87,945	2.3 $89,700	2.345 $91,455	2.39 $93,210
12	2.275 $88,725	2.32 $90,480	2.365 $92,235	2.41 $93,990
13	2.295 $89,505	2.34 $91,260	2.385 $93,015	2.43 $94,770
14	2.315 $90,285	2.36 $92,040	2.405 $93,795	2.45 $95,550
15	2.335 $91,065	2.38 $92,820	2.425 $94,575	2.47 $96,330

210 Day Contract

Factor: 210/184 **1.141304348**

Seconday Principalship Additional %: Year 3: 2%, Year 4: 3.5%, Year 5: 5%
Year 6 6.5%, Year 7 and Thereafter: 7%

EXPERIENCE	MA	MA + 18	EdS	PhD/EdD
0	$90,580	$92,583	$94,586	$96,589
1	$91,470	$93,473	$95,476	$97,479
2	$92,360	$94,363	$96,366	$98,369
3	$93,250	$95,253	$97,256	$99,259
4	$94,140	$96,143	$98,146	$100,149
5	$95,031	$97,034	$99,037	$101,040
6	$95,921	$97,924	$99,927	$101,930
7	$96,811	$98,814	$100,817	$102,820
8	$97,701	$99,704	$101,707	$103,710
9	$98,592	$100,595	$102,598	$104,601
10	$99,482	$101,485	$103,488	$105,491
11	$100,372	$102,375	$104,378	$106,381
12	$101,262	$103,265	$105,268	$107,271
13	$102,152	$104,155	$106,158	$108,161
14	$103,043	$105,046	$107,049	$109,052
15	$103,933	$105,936	$107,939	$109,942

Placement of staff on the salary schedule will be determined by the superintendent of schools. The Board of Education reserves the right to make adjustments to the schedule, add or subtract steps, and discontinue use of the schedule.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the _9th___ day of __January_____ in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

and the Construction Manager:
(Name, legal status, address, and other information)

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

for the following Project:
(Name, location, and detailed description)

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

The Architect:
(Name, legal status, address, and other information)

JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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4 OWNER'S RESPONSIBILITIES

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7 COST OF THE WORK FOR CONSTRUCTION PHASE

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15 SCOPE OF THE AGREEMENT

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EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Dr. Travis Miller, Superintendent
Hemingford Public Schools
913 Niobrara Avenue
Hemingford, NE 69348
308-487-3328
tmiller@gubn.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

The Board of Education

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Jack Baker, Principal
JEO Consulting Group
120 E. 16th Street, Scottsbluff, NE 69361
Office: 308.632.3123
Mobile: 308.631.3800
jbaker@jeo.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mark Lewis
209 E 6th Street
Kearney, NE 68847

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Competitive bidding.

§ 1.1.15 Other Initial Information on which this Agreement is based:

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may agree to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.1 Modifications issued after execution of the Agreement;
.2 Addenda or Riders issued prior to or in conjunction with the execution of the Agreement, with the Addenda or Riders bearing the latest date taking precedence;
.3 This Agreement;
.4 The supplementary conditions;
.5 The General Conditions of the Contract for Construction;
.6 The Drawings and Specifications; and
.7 The Schedule of Contractor's Qualifications, Clarifications, and Assumptions, if any.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's reasonable skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to use the Construction Manager's best efforts; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both

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phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers
§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected. Section 9.1.1 below addresses the circumstances in which the Owner requires the Construction Manager to accept a proposal other than the subcontractor proposal recommended by the Construction Manager.

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§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to

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Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

.6 Detailed construction schedule.

.7 The Date of Final Completion upon which the proposed Guaranteed maximum Price is based, which date shall be acceptable to Owner.

.8 The Guaranteed Maximum Price proposal will not depend upon the terms of any subcontract or material supply contract between the Construction Manager and its subcontractors or materials suppliers, or between each of them (at any tier). Irrespective of the terms of any agreement between the Construction Manager and any of its subcontractors or material suppliers, the Owner will not compensate the Construction Manager in excess of the sum stated in the Guaranteed Maximum Price proposal, subject to additions and subtractions as provided in the Contract Documents.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the estimated Cost of the Work shall include the Construction Manager's Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 3.2.2, and the Owner's Contingency, a sum established by the Owner for the Owner's exclusive use, to cover costs, per Section 3.2.2.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 The Owner shall be allowed not less than thirty days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The date of commencement of the Work is the first business day after the Contractor's receipt of the written notice to proceed, as provided in Section 8.1.2 of AIA Document A201-2017, as amended.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly

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furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager from which the Owner is exempt.

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in Exhibit A to AIA Document A133-2019.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence on the first business day after the Contractor's receipt of the written notice to proceed, a provided in Section 8.1.2 of AIA Document A201-2017, as amended and shall constitute day zero ("0") of the stated Completion Time for Work under the GMP Amendment, Exhibit A.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES
§ 4.1 Information and Services Required of the Owner
§ 4.1.1 The Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment, systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 4.3 Architect

The Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

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ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$27,960.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 Intentionally deleted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable
(Paragraphs deleted)
thirty (30) days following the Construction Manager's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Cost Plus 3.5%

provided, however, Construction Manager shall not be entitled to a fee on any Work that Construction Manager self-performs for the Project; and further provided that no Construction Manager fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work. All charges, if any, for General Conditions shall be included in the Construction Manager's fee. No additional charges or reimbursement for any costs Construction Manager designates as General Conditions shall be allowed; all such General Conditions shall be included in the Construction Manager's fee. All reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal, and data

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processing fees and expenses; and all travel, meals and lodging shall be deemed to be included in the Construction Manager's fee.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee for changes in the Work resulting in a net increase or decrease to the Cost of the Work shall be adjusted in an amount equal to the product of four Percent (**_3.5__**%) multiplied by such net increase or decrease. By way of example and not limitation, if a change in the Work resulted in a net increase to the Cost of the Work in the amount of $100,000, then the Construction Manager's Fee would be increased in an amount of $3,500.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See the A201 General Conditions of the Contract, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90%) of the standard rental rate paid at the place of the Project and shall not exceed the rental fees shown in the Construction Manager's rental fee schedule attached hereto as Attachment Exhibit B and incorporated herein by reference.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See section 11.3 below.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price. Construction Manager shall also return to the Owner all unused funds from any Contingency account as a deduction from the Guaranteed Maximum Price. The Construction Manager shall not participate in any savings. All savings shall be credited to Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. Adjustments to the Guaranteed Maximum Price on account of Owner-approved changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment shall be calculated in accordance with Article 7 of A201-2017, as amended; provided, however, that no adjustment to the Guaranteed Maximum Price shall become effective unless approved by the Owner's Representative. Adjustments to the Guaranteed Maximum Price shall only be considered if presented in accordance with the Contract Documents prior to performing additional Work and incurring additional Costs.

(Paragraphs deleted)

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. However, "Cost of the Work" shall not include costs incurred because of the negligence, breach of contract, or other misconduct of Construction Manager or of any subcontractor. All cost items qualifying for reimbursement under this Article 7 as included in the Cost of Work, shall be included in the Guaranteed Maximum Price.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 7.5.4 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

(Paragraph deleted)

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5 Intentionally Deleted.

(Paragraph deleted)

§ 7.6.6 Deposits lost directly resulting from the Owner's actions or decisions.

§ 7.6.7 Intentionally deleted.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Intentionally deleted.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall

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be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase;

.10 Delay damages or claims; and

.11 Storage costs, unless with prior written Owner approval.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on

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the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified and that Owner approves; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

ten percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Ten percent (10%). Notwithstanding the foregoing, if the Work from which retainage is withheld is fifty percent complete and if the Construction Manager has performed Work in accordance with the provisions of the Construction Manager, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

(Paragraph deleted)
§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

(Paragraph deleted)
§ 11.2 Final Payment
§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

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.3 a final Certificate for Payment has been issued by the Architect, and the Construction Manager has provided all documents required by Sections 3.5.7 and 9.10.2 of AIA Document A201-2017, as amended, and the Owner's Board of Education has voted to accept the Work and approve Final Payment.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request dispute resolution as provided in the Contract Documents of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for dispute resolution shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request dispute resolution as provided in the Contract Documents within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after approval from the Owner's Board of Education.

(Paragraph deleted)

§ 11.3 Time

§ 11.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees. storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ 11.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to Five Hundred Dollars ($500.00) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 11.3.3 Intentionally deleted.

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§ 11.3.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 11.4 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

twelve percent (12%) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1

The Construction Manager and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Construction Manager and Owner.

(Paragraphs deleted)

§ 12.2

(Paragraphs deleted)

Notwithstanding any reference to arbitration contained in this Agreement, neither the Construction Manager nor the Owner shall be obligated to resolved any Claim through arbitration.

(Paragraphs deleted)

§ 12.3 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction

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Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to the Architect's estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager compensation at an amount agreed to by the Owner and the Construction Manager, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero Dollars ($0.00)

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds
For the Preconstruction Phase and the Construction Phase, the Construction Manager shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Governing Law
Section 13.1 of AIA Document A201–2017 applies to both the Preconstruction and Construction Phases.

§ 14.6 Fair Labor Standards
The Construction Manager shall maintain fair labor standards throughout the performance of this Contract. The Construction Manager shall file with the Owner a statement that the Construction Manager is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Construction Manager and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Construction Manager.

§ 14.7 Payment of Unemployment Compensation

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The Construction Manager shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 14.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 14.9 The Construction Manager shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If the Construction Manager employs or contracts with any Subcontractor in connection with this Agreement, the Construction Manager shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 14.10 Indemnification

§ 14.10.1 To the fullest extent permitted by law, the Construction Manager shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Construction Manager's services, the Construction Manager's performance hereunder, and/or the Construction Manager's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Construction Manager, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 14.10.

Notwithstanding the foregoing, the Construction Manager's obligations in this Section 14.10 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 14.10.2 The indemnification obligation under this Section 14.10 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Construction Manager or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 14.11 The Construction Manager and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 14.12 The Construction Manager and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Construction Manager and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Construction Manager and all Subcontractor, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Construction Manager, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 14.13 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be as waiver thereof. A waiver by either of the parties hereto of any of the

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covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.14 The Construction Manager's federal employer identification number is: _____.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, whether written or oral, between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed, as amended
.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as amended
.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended
.5

(Paragraphs deleted)

AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Travis Miller, Superintendent Hemingford Public Schools	
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the _9th___day of __January_____in the year 2025

...

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

...

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

...

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

~~The~~
The Architect:

...

JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

PAGE 3

TBD

...

TBD

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TBD

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TBD

...

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913 Niobrara Avenue
Hemingford, NE 69348
308-487-3328
tmiller@gubn.org

...

The Board of Education
PAGE 4

Jack Baker, Principal
JEO Consulting Group
120 E. 16th Street, Scottsbluff, NE 69361
Office: 308.632.3123
Mobile: 308.631.3800
jbaker@jeo.com

...

Mark Lewis
209 E 6th Street
Kearney, NE 68847

...

Competitive bidding.
PAGE 5

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager ~~shall appropriately~~ may agree to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The ~~Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. ~~If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.~~To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the

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circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.1 Modifications issued after execution of the Agreement;
.2 Addenda or Riders issued prior to or in conjunction with the execution of the Agreement, with the Addenda or Riders bearing the latest date taking precedence;
.3 This Agreement;
.4 The supplementary conditions;
.5 The General Conditions of the Contract for Construction;
.6 The Drawings and Specifications; and
.7 The Schedule of Contractor's Qualifications, Clarifications, and Assumptions, if any.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's reasonable skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to use the Construction Manager's best efforts; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction ~~Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction~~ Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~ building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, ~~reliance, and exchange of digital data, including building information models for the Project.~~and exchange of digital data.

§ 3.1.3.4 During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

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The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

...

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the ~~Project.~~Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected. Section 9.1.1 below addresses the circumstances in which the Owner requires the Construction Manager to accept a proposal other than the subcontractor proposal recommended by the Construction Manager.

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§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 ~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the

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Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

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.6 Detailed construction schedule.

.7 The Date of Final Completion upon which the proposed Guaranteed maximum Price is based, which date shall be acceptable to Owner.

.8 The Guaranteed Maximum Price proposal will not depend upon the terms of any subcontract or material supply contract between the Construction Manager and its subcontractors or materials suppliers, or between each of them (at any tier). Irrespective of the terms of any agreement between the Construction Manager and any of its subcontractors or material suppliers, the Owner will not compensate the Construction Manager in excess of the sum stated in the Guaranteed Maximum Price proposal, subject to additions and subtractions as provided in the Contract Documents.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the ~~Construction Manager shall include a contingency~~ estimated Cost of the Work shall include the Construction Manager's Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover ~~those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.~~costs arising under Section 3.2.2, and the Owner's Contingency, a sum established by the Owner for the Owner's exclusive use, to cover costs, per Section 3.2.2.

...

§ 3.2.6 The Owner shall be allowed not less than thirty days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The date of commencement of the Work is the first business day after the Contractor's receipt of the written notice to proceed, as provided in Section 8.1.2 of AIA Document A201-2017, as amended.

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§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price ~~all~~ any sales, consumer, use and similar taxes for the Work provided by the Construction Manager ~~that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.~~from which the Owner is exempt.

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in Exhibit A to AIA Document A133-2019.

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...

§ 3.3.1.2 The Construction Phase shall commence ~~upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.~~on the first business day after the Contractor's receipt of the written notice to proceed, a provided in Section 8.1.2 of AIA Document A201-2017, as amended and shall constitute day zero ("0") of the stated Completion Time for Work under the GMP Amendment, Exhibit A.

...

§ 4.1.1 The ~~Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth~~ Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including ~~schedule,~~ space requirements and relationships, flexibility and ~~expandability, special equipment, systems, sustainability and site requirements.~~expandability requirements, special equipment, systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. ~~The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of~~ Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

...

~~**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

The ~~Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed~~ Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the ~~Architect, and any further modifications to the Architect's scope of services in the agreement.~~Architect shall be available for inspection by the Construction Manager upon request.

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$27,960.00

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§ 5.1.3 ~~If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~Intentionally deleted.

...

§ 5.2.2 Payments are due and payable ~~upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~%~~ thirty (30) days following the Construction Manager's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

...

Cost Plus 3.5%

provided, however, Construction Manager shall not be entitled to a fee on any Work that Construction Manager self-performs for the Project; and further provided that no Construction Manager fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work. All charges, if any, for General Conditions shall be included in the Construction Manager's fee. No additional charges or reimbursement for any costs Construction Manager designates as General Conditions shall be allowed; all such General Conditions shall be included in the Construction Manager's fee. All reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal, and data processing fees and expenses; and all travel, meals and lodging shall be deemed to be included in the Construction Manager's fee.

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Construction Manager's Fee for changes in the Work resulting in a net increase or decrease to the Cost of the Work shall be adjusted in an amount equal to the product of four Percent (_**3.5**__%) multiplied by such net increase or decrease. By way of example and not limitation, if a change in the Work resulted in a net increase to the Cost of the Work in the amount of $100,000, then the Construction Manager's Fee would be increased in an amount of $3,500.

...

See the A201 General Conditions of the Contract, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%)~~ ninety percent (90%) of the standard rental rate paid at the place of ~~the Project.~~the Project and shall not exceed the rental fees shown in the Construction Manager's rental fee schedule attached hereto as Attachment Exhibit B and incorporated herein by reference.

...

See section 11.3 below.

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall

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be paid by the Construction Manager without reimbursement by the Owner. Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price. Construction Manager shall also return to the Owner all unused funds from any Contingency account as a deduction from the Guaranteed Maximum Price. The Construction Manager shall not participate in any savings. All savings shall be credited to Owner.

...

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. Adjustments to the Guaranteed Maximum Price on account of Owner-approved changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment shall be calculated in accordance with Article 7 of A201-2017, as amended; provided, however, that no adjustment to the Guaranteed Maximum Price shall become effective unless approved by the Owner's Representative. Adjustments to the Guaranteed Maximum Price shall only be considered if presented in accordance with the Contract Documents prior to performing additional Work and incurring additional Costs.

~~**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

~~**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.~~

~~**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~

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§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. However, "Cost of the Work" shall not include costs incurred because of the negligence, breach of contract, or other misconduct of Construction Manager or of any subcontractor. All cost items qualifying for reimbursement under this Article 7 as included in the Cost of Work, shall be included in the Guaranteed Maximum Price.

...

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

...

~~**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~
~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

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~~**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

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§ 7.5.4 Costs of ~~the Construction Manager's site office, including general office equipment and supplies.~~materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

~~**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

...

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 ~~Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and~~ Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is ~~liable.~~required by the Contract Documents to pay.

§ 7.6.3 Fees ~~and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.~~of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 ~~Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5 ~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~Intentionally Deleted.

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~~**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~Deposits lost directly resulting from the Owner's actions or decisions.

§ 7.6.7 ~~Costs of document reproductions and delivery charges.~~Intentionally deleted.

~~**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~

~~**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

...

§ 7.7.3 ~~Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~Intentionally deleted.

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.6 ~~Except as provided in Section 7.7.3 of this Agreement, costs~~ Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

...

.9 Costs for services incurred during the Preconstruction ~~Phase.~~Phase;

.10 Delay damages or claims; and

.11 Storage costs, unless with prior written Owner approval.

...

§ 8.1 ~~Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application~~

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~~for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.~~The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

...

§ 9.1 ~~Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 ~~When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

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The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ~~three~~ five (5) years after final payment, or for such longer period as may be required by law.

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...

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~
~~(Federal, state or local laws may require payment within a certain period of time.)~~The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

...

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of ~~values~~ values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified;~~ justified and that Owner approves; and

...

ten percent (10%)

PAGE 19

Ten percent (10%). Notwithstanding the foregoing, if the Work from which retainage is withheld is fifty percent complete and if the Construction Manager has performed Work in accordance with the provisions of the Construction Manager, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

...

~~**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~

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§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 ~~Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.~~The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 The ~~Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.~~progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

~~**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

...

.1 the Construction Manager has fully performed the Contract, ~~except for~~ including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, ~~and~~ but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;

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.3 a final Certificate for Payment has been issued by the ~~Architect in accordance with Section 11.2.2.2.~~Architect, and the Construction Manager has provided all documents required by Sections 3.5.7 and 9.10.2 of AIA Document A201-2017, as amended, and the Owner's Board of Education has voted to accept the Work and approve Final Payment.

...

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those

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stated in Article 9 of AIA Document A201–2017. ~~The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request ~~mediation~~ dispute resolution as provided in the Contract Documents of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for ~~mediation~~ dispute resolution shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request ~~mediation~~ dispute resolution as provided in the Contract Documents within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after ~~the issuance of the Architect's final Certificate for Payment, or as follows:~~

approval from the Owner's Board of Education.

~~**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.~~

§ 11.3 ~~Interest~~Time

§ 11.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees. storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ 11.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to Five Hundred Dollars ($500.00) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 11.3.3 Intentionally deleted.

§ 11.3.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

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§ 11.4 Interest
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~~%~~ twelve percent (12%) per annum

...

§ 12.1 ~~Initial Decision Maker~~
The Construction Manager and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Construction Manager and Owner.
~~**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

~~**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

§ 12.2 ~~Binding Dispute Resolution~~
~~For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box.)*~~

~~[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017~~Notwithstanding any reference to arbitration contained in this Agreement, neither the Construction Manager nor the Owner shall be obligated to resolved any Claim through arbitration.

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other: *(Specify)*~~

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~**§ 12.3**The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
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.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of

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termination bears to ~~a reasonable~~ the Architect's estimate of the probable Cost of the Work upon its completion; and

...

§ 13.2.2.2 The Owner shall also pay the Construction Manager ~~fair compensation,~~ compensation at an amount agreed to by the Owner and the Construction Manager, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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Zero Dollars ($0.00)

...

For the Preconstruction Phase and the Construction Phase, the Construction Manager shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

~~**§ 14.3.1 Preconstruction Phase**~~

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~**§ 14.3.1.1** Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~**§ 14.3.1.6 Other Insurance**~~

~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~**Coverage** **Limits**~~

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~~**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.~~

~~**§ 14.3.2 Construction Phase**~~
~~After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.~~

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

§ 14.5 ~~Other provisions:~~**Governing Law**
Section 13.1 of AIA Document A201–2017 applies to both the Preconstruction and Construction Phases.

§ 14.6 Fair Labor Standards
The Construction Manager shall maintain fair labor standards throughout the performance of this Contract. The Construction Manager shall file with the Owner a statement that the Construction Manager is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Construction Manager and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Construction Manager.

§ 14.7 Payment of Unemployment Compensation
The Construction Manager shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 14.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 14.9 The Construction Manager shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If the Construction Manager employs or contracts with any Subcontractor in connection with this Agreement, the Construction Manager shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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§ 14.10 Indemnification

§ 14.10.1 To the fullest extent permitted by law, the Construction Manager shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Construction Manager's services, the Construction Manager's performance hereunder, and/or the Construction Manager's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Construction Manager, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 14.10.

Notwithstanding the foregoing, the Construction Manager's obligations in this Section 14.10 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 14.10.2 The indemnification obligation under this Section 14.10 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Construction Manager or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 14.11 The Construction Manager and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 14.12 The Construction Manager and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Construction Manager and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Construction Manager and all Subcontractor, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Construction Manager, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 14.13 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be as waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.14 The Construction Manager's federal employer identification number is: _____.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and

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.6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

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§ 15.1 This ~~Agreement represents the entire and integrated~~ Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, ~~either written or oral.~~ whether written or oral, between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both ~~Owner and~~ the Owner and the Construction Manager.

...

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum ~~Price~~Price, as amended

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if ~~executed~~executed, as amended

.3 AIA Document A133™–2019, Exhibit B, Insurance and ~~Bonds~~Bonds, as amended

.4 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~Construction, as amended

.5 ~~Building Information Modeling Exhibit, if completed:~~

~~**.6** Other Exhibits:~~
~~*(Check all boxes that apply.)*~~

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:
(Insert the date of the ~~E234–2019~~ E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

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Travis Miller, Superintendent
Hemingford Public Schools

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:34:49 CT on 01/10/2025 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year ____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of January in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

THE OWNER:
(Name, legal status, and address)

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

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[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Travis Miller, Superintendent Hemingford Public Schools	
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:07:57 CT on 01/09/2025.

PAGE 1

This Amendment dated the _____day of _____in the year ~~,~~ ____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of January in the year 2025 (the "Agreement")

...

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

...

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

...

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

PAGE 4

Travis Miller, Superintendent
Hemingford Public Schools

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:07:57 CT on 01/09/2025 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 7th day of January in the year 2025
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

THE OWNER:
(Name, legal status, and address)

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, theft, vandalism, malicious mischief, or windstorm.
(Paragraphs deleted)
(Table deleted)
§ B.2.3.1.2
(Paragraphs deleted)
Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
(Table deleted)
(Paragraph deleted)
§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

(Paragraphs deleted)
ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; (3) upon renewal or replacement of each required policy of insurance; and (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Construction Manager, and such large deductible or self-insured retention is subject to the Owner's written approval The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections B.3.2.2, B.3.2.3, and B.3.2.6, to include the Owner for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured

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coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct.

To be clear, the Construction Manager shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section B.3.2.8, if applicable, or the Pollution Liability Coverage required by Section B.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

§ B.3.1.4 Notice of Cancellation or Non-Renewal
The Construction Manager (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Construction Manager's insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section B.3, the Construction Manager shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

§ B.3.1.5 Among other grounds to withhold payment, the Construction Manager's failure to fully comply with all insurance requirements in this Section B.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Construction Manager. The Owner has the right, but not necessarily the obligation, to declare the Construction Manager's failure to fully comply with the insurance requirements in this Section B.3 a material breach of the Construction Manager's obligations under this Agreement.

§ B.3.1.6 All of the coverage limits stated in this Section B.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Construction Manager.

§ B.3.1.7 The Construction Manager's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX . The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

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§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- **.1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- **.2** Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- **.3** Claims for bodily injury other than to employees of the insured.
- **.4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- **.5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- **.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- **.7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- **.8** Claims related to roofing, if the Work involves roofing.
- **.9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- **.10** Claims related to earth subsidence or movement, where the Work involves such hazards.
- **.11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Millions Dollars ($1,000,000) combined single limitfor bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.4 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.5 Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.6 Commercial Umbrella/Excess Liability Insurance with limits of at least Nine Million Dollars ($9,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Ten Million Dollars ($10,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability

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insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Subcontractor's Insurance Coverage

The Construction Manager agrees to require Subcontractors to comply with the insurance provisions required of the Construction Manager pursuant to this Agreement unless the Construction Manager and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor's Commercial Umbrella/Excess Liability Insurance limits shall be at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence.

The Construction Manager agrees that it will contractually obligate its Subcontractors to advise the Construction Manager promptly of any changes or lapses of the requisite insurance coverages and the Construction Manager agrees to promptly advise Owner of any such notices that the Construction Manager receives from its Subcontractors. The Construction Manager agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Construction Manager is required to do so as provided in this Agreement. The Construction Manager assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

(Paragraphs deleted)

§ B.3.4 Performance Bond and Payment Bond

§ B.3.4.1 To secure the faithful performance of the work, the Construction Manager will provide a performance bond with a penal sum no less than 100% of the GMP through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

§ B.3.4.2 To secure all of the Construction Manager's payment obligations that arise on the project, the Construction Manager will provide a payment bond with a penal sum no less than 100% of the GMP through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the

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payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ B.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.

§ B.3.4.4 The cost of the performance bond and payment bond shall be included in the Cost of the Work.

(Table deleted)

§ B.3.4.5 The Construction Manager shall deliver the required bonds to the Owner within one week of the Construction Manager's execution of the Agreement and the GMP, whichever is later.

§ B.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for

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This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 7th day of January in the year 2025

...

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

...

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

...

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

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§ B.2.3.1 ~~Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the~~ The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, ~~explosion,~~ theft, vandalism, malicious mischief, ~~collapse, earthquake, flood,~~ or windstorm. ~~The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:~~
~~*(Indicate below the cause of loss and any applicable sub-limit.)*~~

~~Cause of Loss~~	~~Sub-Limit~~

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~~§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:~~
~~*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*~~
Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

~~**Coverage** **Sub-Limit**~~

~~**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.~~

~~**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.~~

~~**§ B.2.3.3 Insurance for Existing Structures**~~
~~If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

~~**§ B.2.4 Optional Extended Property Insurance.**~~
~~The Owner shall purchase and maintain the insurance selected and described below.~~
~~*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*~~

~~[–] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.~~

~~[–] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.~~

~~[–] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.~~

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[ ] ~~§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.~~

[ ] ~~§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.~~

[ ] ~~§ B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.~~

[ ] ~~§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.~~

~~§ B.2.5 Other Optional Insurance.~~
~~The Owner shall purchase and maintain the insurance selected below.~~
~~*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*~~

[ ] ~~**§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*~~

[ ] ~~**§ B.2.5.2 Other Insurance**~~
~~*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*~~

~~**Coverage**~~	~~**Limits**~~

...

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner ~~evidencing~~ that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; ~~(2)~~ (3) upon renewal or replacement of each required policy of insurance; and ~~(3)~~ (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show

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the Owner as an additional insured on the Construction Manager's Commercial General ~~Liability~~ Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any ~~deductible or self- insured~~ large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Construction ~~Manager.~~Manager, and such large deductible or self-insured retention is subject to the Owner's written approval The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the ~~commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured~~ primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections B.3.2.2, B.3.2.3, and B.3.2.6, to include the Owner for claims caused in whole or in part by the Construction Manager's negligent acts or ~~omissions for which loss occurs during completed operations.~~ omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's ~~general liability~~ insurance policies and shall apply to both ongoing and completed operations. ~~To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct.

To be clear, the Construction Manager shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section B.3.2.8, if applicable, or the Pollution Liability Coverage required by Section B.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

§ B.3.1.4 Notice of Cancellation or Non-Renewal
The Construction Manager (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Construction Manager's insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section B.3, the Construction Manager shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

§ B.3.1.5 Among other grounds to withhold payment, the Construction Manager's failure to fully comply with all insurance requirements in this Section B.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Construction Manager. The Owner has the right, but not necessarily the obligation, to declare the Construction Manager's failure to fully comply with the insurance requirements in this Section B.3 a material breach of the Construction Manager's obligations under this Agreement.

§ B.3.1.6 All of the coverage limits stated in this Section B.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Construction Manager.

§ B.3.1.7 The Construction Manager's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

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§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~ located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX . The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($)~~ One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing ~~coverage for claims including~~coverage no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

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§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~($) per accident, for~~ One Millions Dollars ($1,000,000) combined single limitfor bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.4 ~~The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.5 ~~Workers' Compensation at statutory limits.~~Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.6 ~~Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~Commercial Umbrella/Excess Liability Insurance with limits of at least Nine Million Dollars ($9,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Ten Million Dollars ($10,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess

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liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~($) per claim and ($) in the aggregate.~~Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~($) per claim and ($)~~ Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($) per claim and ($)~~ Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

...

§ B.3.3 ~~Construction Manager's Other Insurance Coverage~~Subcontractor's Insurance Coverage

The Construction Manager agrees to require Subcontractors to comply with the insurance provisions required of the Construction Manager pursuant to this Agreement unless the Construction Manager and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor's Commercial Umbrella/Excess Liability Insurance limits shall be at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence.

The Construction Manager agrees that it will contractually obligate its Subcontractors to advise the Construction Manager promptly of any changes or lapses of the requisite insurance coverages and the Construction Manager agrees to promptly advise Owner of any such notices that the Construction Manager receives from its Subcontractors. The Construction Manager agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Construction Manager is required to do so as provided in this Agreement. The Construction Manager assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

~~**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:~~

~~*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

~~**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.~~

~~*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*~~

~~[ ] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the~~

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~~Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:~~
~~*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

~~[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.~~

~~[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~

~~[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.~~

~~[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.~~

~~[ ] **§ B.3.3.2.6 Other Insurance**~~
~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~**Coverage**~~	~~**Limits**~~

~~The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~
§ B.3.4.1 To secure the faithful performance of the work, the Construction Manager will provide a performance bond with a penal sum no less than 100% of the GMP through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

§ B.3.4.2 To secure all of the Construction Manager's payment obligations that arise on the project, the Construction Manager will provide a payment bond with a penal sum no less than 100% of the GMP through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ B.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.
~~(Specify type and penal sum of bonds.)~~**§ B.3.4.4** The cost of the performance bond and payment bond shall be included in the Cost of the Work.

~~**Type**~~	~~**Penal Sum ($0.00)**~~
~~Payment Bond~~	

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~~Performance Bond~~

§ B.3.4.5 The Construction Manager shall deliver the required bonds to the Owner within one week of the Construction Manager's execution of the Agreement and the GMP, whichever is later.
~~Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~
§ B.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

THE OWNER:
(Name, legal status and address)

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

THE CONTRACTOR:
(Name, legal status and address)

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

THE ARCHITECT:
(Name, legal status and address)

JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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The term "Contractor" shall have the same meaning as Construction Manager in the AIA Document A133™ - 2019.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Approved

When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

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§ 1.1.10 Provide
When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.11 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.12 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

§ 1.1.13 Knowledge
The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) or discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights, except as provided otherwise in any agreement between the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's, Architect's consultants', or any other party's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

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§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.9.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if the Owner fails to make payments to the Contractor as the Contract Documents require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law,

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including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 EXTENT OF OWNER RIGHTS

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

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§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3,

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the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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§ 3.6 Taxes
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.4 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the work was properly scheduled by the Contactor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Contractor's services, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

Notwithstanding the foregoing, the Contractor's obligations in this Section 3.18 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be

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increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent or reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 day of full execution of this Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall

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be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by the Owner, the Construction Manager or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If any trade breakdown had been initially approved and subsequently used but was later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

.5 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also

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result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Nebraska covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Nebraska. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Nebraska and may justify termination of Contractor's Contract with Owner.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.4.3 Notwithstanding any other provision in this Agreement, the issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the

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Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a

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Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

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The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

§ 10.2.9 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.11 When all or a portion of the Work is suspended for any reasons, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance (as defined by the contract documents) not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract

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Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 If Contractor imports hazardous materials onto the project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the Owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 Intentionally omitted.

§ 10.3.6 Intentionally omitted.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

The Contractor shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed.

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Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regard to its choice of law rules. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the Nebraska county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing.

§ 13.6 GENERAL PROVISIONS

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§ 13.6.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.6.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.6.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Contract Documents.

§ 13.6.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or in the applicable subcontract.

§ 13.7 NO ORAL WAIVER

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.8 BACKGROUND CHECKS

The Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2

(Paragraphs deleted)

Intentionally omitted.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

(Paragraphs deleted)
§ 15.1.7 Intentionally omitted.

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both.

§ 15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(Paragraph deleted)
§ 15.2.7 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraph deleted)

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§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation or any other form of dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

§ 15.3 Mediation

§ 15.3.1 The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

(Paragraphs deleted)

§ 15.4 No Arbitration

The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

(Paragraphs deleted)

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Additions and Deletions Report for

AIA® Document A201® – 2017

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PAGE 1

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

THE OWNER:
(Name, legal status and address)

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

THE CONTRACTOR:

...

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

...

JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

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The term "Contractor" shall have the same meaning as Construction Manager in the AIA Document A133™ - 2019.

...

§ 1.1.9 Approved
When the words "approved," "satisfactory," "proper," or "as directed" are used, approval by the Architect shall be understood.

§ 1.1.10 Provide
When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operations or use under the terms of the Specifications.

§ 1.1.11 Addenda
Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the bidding documents, including the Drawings and Specifications, by additions, deletions, clarifications, or corrections.

§ 1.1.12 Bulletins
Bulletins are written or graphic instruments issued by the Architect after the execution of the Contract that request a proposal from the Contractor that, if accepted by the Owner, will cause the execution of a Change Order to modify the Contract Documents.

§ 1.1.13 Knowledge
The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) or discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

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§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including ~~copyrights.~~ copyrights, except as provided otherwise in any agreement between the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ~~Architect's or Architect's consultants'~~ Architect's, Architect's consultants', or any other party's reserved rights.

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Confidentiality

§ 1.9.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.9.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.9.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.9.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.9.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

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§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if ~~(1)~~ the Owner fails to make payments to the Contractor as the Contract Documents ~~require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a~~ require or a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract ~~Sum under (3) above,~~ Sum, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under

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this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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§ 2.6 EXTENT OF OWNER RIGHTS

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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§ 3.1.2 The Contractor shall perform the Work in ~~accordance with the Contract Documents.~~a professional and safe manner and in accordance with the Contract Documents and all federal, state, and local laws, regulations, and ordinances.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences,

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and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements ~~may~~ shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

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§ 3.10.4 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.4 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the work was properly scheduled by the Contactor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

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~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense~~ defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Contractor's services, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible ~~property (other than the Work itself),~~ property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, ~~a Subcontractor,~~ its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be ~~liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.~~ liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described ~~in this Section 3.18.~~in this Section 3.18.

Notwithstanding the foregoing, the Contractor's obligations in this Section 3.18 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

...

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

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§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnitees set out in Section 3.18.1 from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction until the date the Architect issues the final Certificate for Payment.~~ construction, until the final payment is due from Owner, and (with the Owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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~~By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~**§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

...

§ 5.4.2 ~~Upon such assignment, if the Work~~ If the Work in connection with a subcontract has been suspended for more than ~~30 days,~~ thirty (30) days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for ~~increases in cost resulting from~~ any increase in direct costs incurred by such Subcontractor as a result of the suspension.

...

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§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent.~~apparent or reasonably discoverable.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Subparagraph 9.7.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

...

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may ~~determine.~~determine to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the work, (iii) loss of productivity, or (v) other similar claims (items I through iv herein collectively referred to in this Section 8.3.2 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with

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notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

...

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~**§ 9.2.1** Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 day of full execution of this Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by the Owner, the Construction Manager or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If any trade breakdown had been initially approved and subsequently used but was later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

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§ 9.3.1 At least ten days before the date established for each progress payment, unless otherwise required by the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

...

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and~~ Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or

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(2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.

.3 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.

.4 Payment shall not include any charges for overhead or profit on stored materials.

.5 Payments for materials or equipment stored on or off the site shall be conditioned upon ~~compliance by the Contractor with~~ submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials ~~and~~ or equipment or otherwise protect the Owner's interest, ~~and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

§ 9.3.4 Contractor shall submit Applications for Payment using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Nebraska covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Nebraska. Contractor further understands that falsification of Contractor's Application for

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Payment may constitute a violation of the penal laws of the State of Nebraska and may justify termination of Contractor's Contract with Owner.

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§ 9.4.3 Notwithstanding any other provision in this Agreement, the issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

...

§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section.

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~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~**§ 9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended ~~use.~~use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

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§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds

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the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice. The Contractor shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Architect.

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~~If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery.~~ Injury or Damage to Person or Property. If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other ~~party to investigate the matter.~~parties to investigate the matter.

§ 10.2.9 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.11 When all or a portion of the Work is suspended for any reasons, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous

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material or substance (as defined by the contract documents) not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

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§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~If Contractor imports hazardous materials onto the project site, then Contractor hereby indemnifies and holds harmless the Owner, its consultants, trustees, officers, agents and employees, against any claims arising out of or related to such importation, including but not limited to costs and expenses the Owner incurs for remediation of a material or substance the contractor brings to the site, as provided for in subparagraph 3.18.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 ~~The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Intentionally omitted.

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~Intentionally omitted.

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The Contractor shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents

~~§ 11.1 Contractor's Insurance and Bonds~~

~~§ 11.1.1~~ ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

~~§ 11.1.2~~ ~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~§ 11.1.3~~ ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

~~§ 11.2 Owner's Insurance~~

~~§ 11.2.1~~ ~~The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~§ 11.2.2 Failure to Purchase Required Property Insurance.~~ ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall~~

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~~be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

~~§ 11.3 Waivers of Subrogation~~

~~§ 11.3.1~~ ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~§ 11.3.2~~ ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1~~ ~~A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~§ 11.5.2~~ ~~Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

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Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~Upon completion of any Work under or pursuant to this Section 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

...

~~The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regard to its choice of law rules. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the Nebraska county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

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§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in ~~Section 13.2.2,~~ Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the ~~Project, if the lender assumes the Owner's rights and obligations under the Contract Documents.~~ Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

...

§ 13.3.1 ~~Duties~~ Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

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...

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in ~~writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~writing.

§ 13.6 GENERAL PROVISIONS

§ 13.6.1 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.6.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.6.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Contract Documents.

§ 13.6.4 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or in the applicable subcontract.

§ 13.7 NO ORAL WAIVER

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.8 BACKGROUND CHECKS

The Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and

.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~

~~**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~stopped.

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§ 14.1.4 If the Work is stopped for a period of ~~60~~ 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ 20 additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the ~~Architect's~~ Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, ~~such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor~~ exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the ~~Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~ Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

...

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent~~

~~.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or~~

~~.2 that an equitable adjustment is made or denied under another provision of the Contract.~~Intentionally omitted.

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§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is ~~later.~~later; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.3. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

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~~**§ 15.1.7 Waiver of Claims for Consequential Damages**~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 Intentionally omitted.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 ~~In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

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§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation or any other form of dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~The parties may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any claim, dispute, or other matter that is not mediated or that is not resolved in mediation will be subject to litigation pursuant to Section 13.1.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 No Arbitration

The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void.

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:07:21 CT on 01/09/2025 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

(Row deleted)

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 Intentionally deleted.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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PAGE 1

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

...

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

...

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

...

JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

PAGE 2

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

PAGE 3

§ 12 ~~No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or~~

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~~5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~ Intentionally deleted.

...

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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_____

(Signed)

_____

(Title)

_____

(Dated)

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

(Row deleted)

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Intentionally deleted.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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User Notes: (1630498404)

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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AIA® Document A312® – 2010

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PAGE 1

BD Construction Inc./Kearney
209 E 6th Street
Kearney, NE 68847

...

Hemingford Public Schools, a/k/a Box Butte County School District 07-0010
913 Niobrara Avenue
Hemingford, NE 69348

...

Hemingford Public Schools – School Addition Project
913 Niobrara Avenue
Hemingford, NE 69348

...

JEO Consulting Group
Attn: Jack Baker
120 E. 16th Street
Scottsbluff, NE 69361

PAGE 2

.2 the Owner declares a Contractor ~~Default, terminates the Construction Contract~~ Default and notifies the Surety; and

PAGE 3

§ 11 ~~Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~Intentionally deleted.

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_____

(Signed)

_____

(Title)

_____

(Dated)

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STUDENT BOARD REPRESENTATIVE - MONTHLY REPORT TEMPLATE

Student Board Representative
Board of Education Report
Date: January 13, 2025

Submitted by: Emma Hitchcock

1. Student Activities
    a. The FFA program has been preparing for the final competitions coming up in the next couple of months along with the annual oyster feed and banquet.
    b. The basketball teams have started off the new year both going 0-2 but are looking forward to continuing the season.
    c. The speech team is kicking things off and have started their practices.
    d. Esports is entering their new season, excited to hopefully bring home some more state medalists.

2. Other Pertinent Student Information/Feedback from Students
    a. Students were liking the new bell system with the songs.
    b. The online pass system has had positive feedback from both students and teachers, they like how it makes the process easier going from place to place.

3. Progress on Student Board Member Initiative
    a. I am interested in looking at ways to get the student body a little more energy throughout the day, just because I feel some students sort of give up in classes through the day which makes it harder on the teachers and their classmates.
    b. I am hoping to also get some opinions from some of the younger students to see how we can also improve the elementary side of our school.
    c. I am looking forward to getting more opinions from our student body to see how we can continue improving our school.

Hemingford Public Schools

Administrative Reports to Board of Education

January 13, 2025

Mr. Arneson
HES Enrollment

Preschool	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	Total
14(+1)	26	20	20(+1)	26	41	29	32	208(+2)

Strategic Plan:

- Annual Report Draft (See attached document)

Assessment:

- Winter testing is this week and next. This is a great benchmark to see how the first semester went and what adjustments we need to make before spring testing.

Facilities:

- We continued to seek out bids for our doorbell project. We did receive one that was under $5,000 so our plan is to move forward with that one.

Personnel:

- Our student teacher got started with us last week. She'll spend half of her time with Mrs. Roland, and half of her time with Mrs. Clark.

Upcoming Events:

- I am participating on the external review team for Bridgeport's accreditation visit on January 21 and 22.

Mrs. Plog
Special Education Numbers - From SRS (Student Records System) Current as of 1/7/25

Birth-3
0

Preschool	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	(B-6th) Total
6	5	4	7	6	7	4	6	45

7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	12+ (To age 21)	(7-12+) Total
6	2 (-1)	7	7	3	5	0	30 (-1)

Total Enrollment in PowerSchool - 386 (+1) (High School 175, Elementary 211 (+1))
Total Special Education Students - 75 (-1)
Special Education Percentage - 19.4%
State Average- 17% (NDE State Education Profile as of 2023-2024, the most recent data year available)

- This month I submitted the Special Education Teacher Retention Report on the Consolidated Data Collection on the NDE Portal. This report lists the Special Education Teachers from the Previous Year's Staff Reporting Who Have Not Been Reported in the Current Year. As you know, Catie Dienes was a resource teacher for us last year. She lives in Chadron and got a job closer to her home.

- Kristy Hanks and I will be working on the IDEA Grant on the NDE GMS system with the correct staffing and percentages for our special education staffing to make sure they are coded correctly in the system. The IDEA Grant is due at the beginning of August every year, but NDE doesn't finalize the Adviser Staffing report until the end of October, so every year we have to amend our IDEA Grant with the staffing pulled from NDE's system. It is inefficient and I have requested that they improve the system, but it continues to be a hassle every year.

- Reminder: The Culture and Climate committee plans to hold the annual Staff Recognition Dinner on Friday, February 28, 2024. You are all welcome to attend. Contact Ammie Frost at afrost@gubn.org with any questions.

- Let me know if you have any questions, thanks so much!!

HEMINGFORD PUBLIC SCHOOLS
ANNUAL REPORT

'24

Empowering Individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

HEMINGFORD PUBLIC SCHOOLS

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BOBCATS

HEMINGFORD PUBLIC SCHOOLS

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HEMINGFORD PUBLIC SCHOOLS

MESSAGE FROM THE SUPERINTENDENT

Dear Patrons:

As the superintendent of Hemingford Public Schools, I am pleased to share our annual report with you. We continuously strive to meet all local, state, and federal requirements for accountability, and we are committed to providing transparency and access to school information for our community members.

We are proud of our students, parents, and staff for their continued efforts in working toward academic excellence. As a fully accredited school district, our Elementary school has maintained their "Great" rating on the state accountability system. Our middle grades also maintained their "Great" rating on the same system. The high school was rated as a "Good". We are proud of our students for their performance and hard work. As a school we do still have work to do in striving to meet high performance for all learners.

Work is continuing as we recognize the importance of addressing areas of improvement and are working to implement the Strategic Plan of Hemingford Public Schools to guide our efforts.

Our Strategic Plan, adopted by the Board of Education, is a living document that provides strategic direction and guidance for Hemingford Public Schools. Our strategic plan has six guiding principles. These guiding principles are at the forefront of our work.

Student-Centered Learning
Personnel Effectiveness
Student and Staff Well-Being
Communication and Engagement
District Resources
Board Governance

We are committed to successfully implementing the objectives outlined in this plan, which we anticipate will be completed by the end of the 2026-2027 school year. Much work is already underway in our efforts to continuously improve.

We invite you to access additional information about state and federal accountability on the official website of the Nebraska Department of Education at https://nep.education.ne.gov. Locally, we publish this annual report and school improvement profile to provide accountability and transparency to our community.

We believe this report will provide our citizens with a basis for positive action within our community and school district. Thank you for your continued support of Hemingford Public Schools.

DR. TRAVIS MILLER

Superintendent

MISSION, VISION AND GOALS

Hemingford Public Schools

Mission, Vision, and School Improvement Goals

Mission Statement

Empowering individuals to become Resourceful, Respectful, and Responsible Lifelong Learners.

Vision Statement

Our vision at Hemingford Public Schools is to work with parents and the community to:

- create a safe and healthy learning environment for all,
- provide and promote opportunities for academic success,
- inspire involvement using career interests and strengths, and
- prepare caring, responsible, and successful citizens.

School Improvement Goals

Academic Goal:
All students will demonstrate growth in math on state and/or national assessments by the end of the 2025-2026 school year.

Instructional Goal:
Students and teachers will be engaged in evidence-based instructional strategies to improve learning.

Adopted by the Board of Education on January 9, 2023

HEMINGFORD PUBLIC SCHOOLS AT A GLANCE

DISTRICT DESCRIPTION

Hemingford Public Schools is located in Hemingford, a Panhandle town of 900. Hemingford District #10 is composed of an Elementary School (K-6)and High School (7-12). The elementary and High School each have a principal. The elementary principal also serves as K-12 Assessment Director to coordinate assessment. The principals share the duties of curriculum and staff development. The district is served by a PK-21 SPED Director. Our elementary school has over 200 students. Our 7-12 enrollment is 170. We have three SPED resource teachers for the district, and two counselors that work with all students of the District. We have a full time Registered nurse that serves our students and staff.

FINANCE BY THE NUMBERS

Certified Valuation: $742,686,756

Total Receipts: $8,705,175

- Local: $6,057,633
- County: $14,408
- State: $1,867,039
- Special Education: $510,582
- Federal: $202,553
- Other: $52,960

SCHOOL BOARD
STRATEGIC PLAN

Hemingford's Guiding Principle Overview

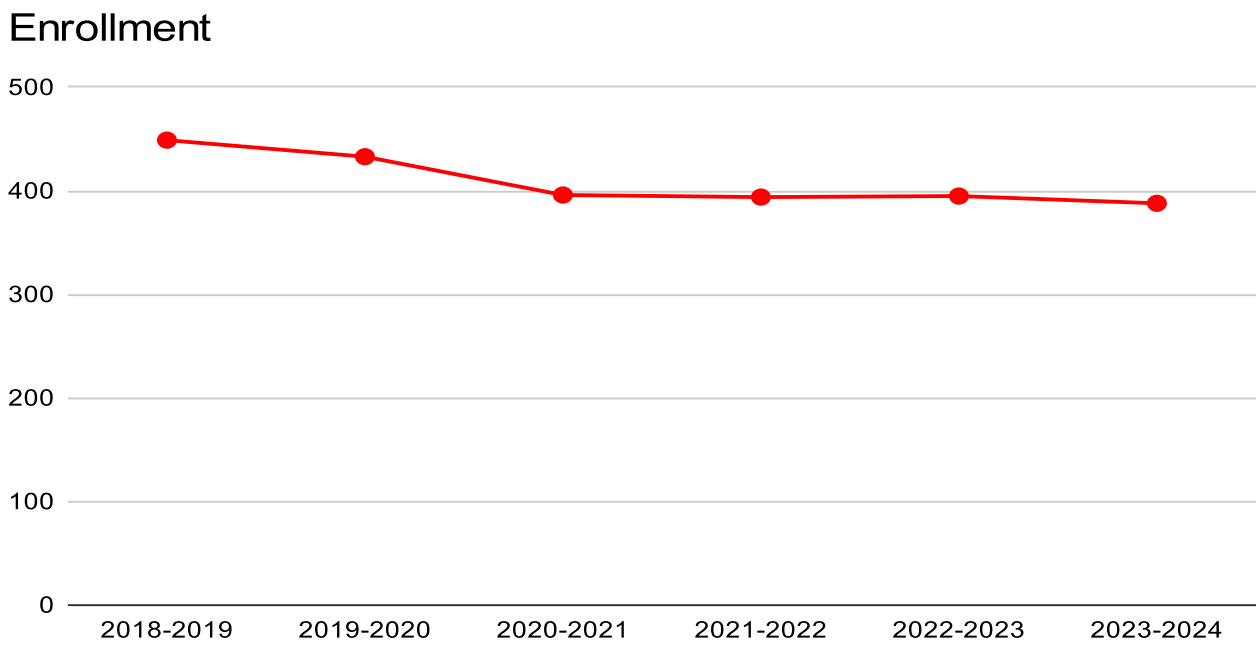
STUDENT ENROLLMENT

Student Population

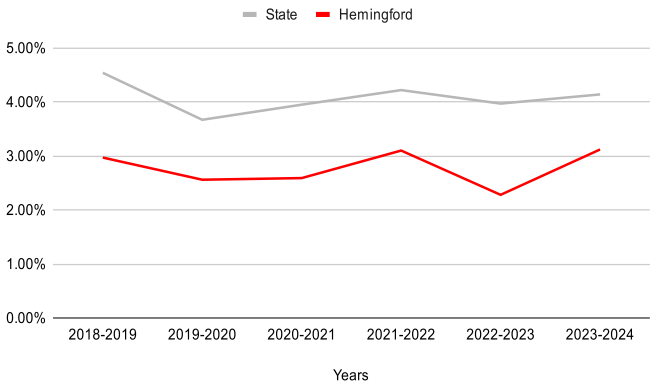
ENROLLMENT DATA

2019 through 2024

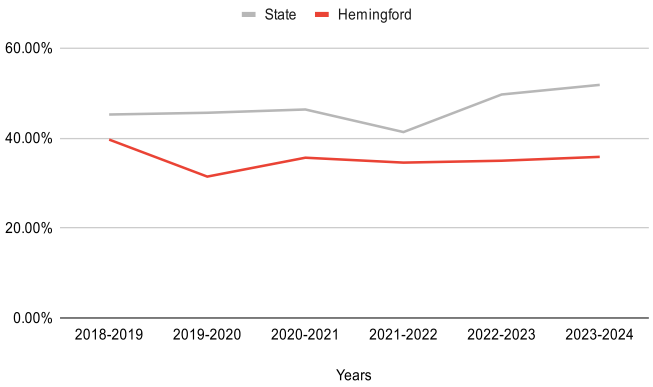
	PK	KG	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
2023-2024	26	25	21	24	37	27	30	37	24	29	29	33	23	23	388
2022-2023	20	22	25	37	26	32	38	24	26	29	34	26	22	34	395
2021-2022	23	24	33	27	33	42	26	25	29	35	25	20	35	17	394
2020-2021	21	32	27	31	36	30	25	28	36	26	24	38	15	27	396
2019-2020	24	32	33	37	29	29	32	42	31	24	41	18	29	32	433



Highly Mobile Students



Free and Reduced Lunch Eligibility



HIGHLY MOBILE STUDENTS

2019 through 2024

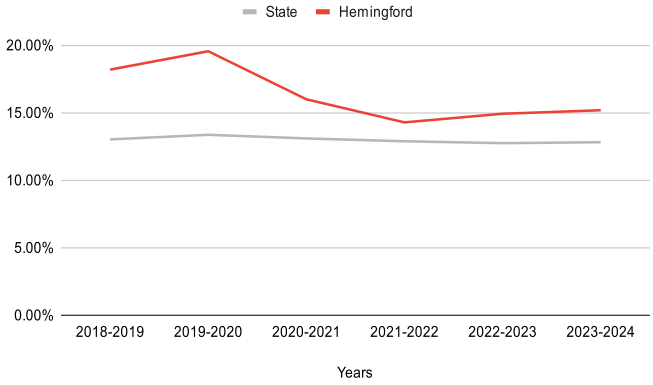
	State	Hemingford
2023-2024	4.14%	3.12%
2022-2023	3.97%	2.28%
2021-2022	4.22%	3.10%
2020-2021	3.95%	2.59%
2019-2020	3.67%	2.56%

FREE AND REDUCED LUNCH ELIGIBILITY

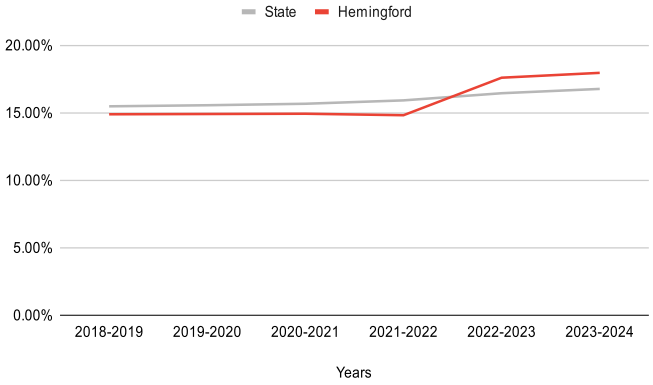
2019 through 2024

	State	Hemingford
2023-2024	51.8%	35.8%
2022-2023	49.66%	34.94%
2021-2022	41.31%	34.52%
2020-2021	46.33%	35.61%
2019-2020	45.60%	31.41%

Students Qualifying for High Ability Learners



Students Qualifying for Special Education



STUDENTS QUALIFYING FOR HIGH ABILITY LEARNERS

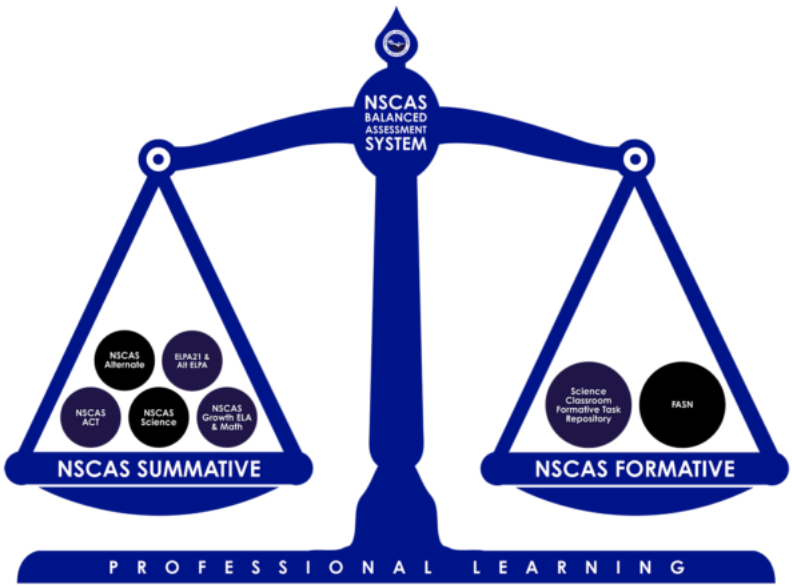
2019 through 2024

	State	Hemingford
2023-2024	12.82%	15.19%
2022-2023	12.75%	14.93%
2021-2022	12.89%	14.29%
2020-2021	13.10%	16.00%
2019-2020	13.37%	19.56%

STUDENTS QUALIFYING FOR SPECIAL EDUCATION

2019 through 2024

	State	Hemingford
2023-2024	16.77%	17.96%
2022-2023	16.45%	17.60%
2021-2022	15.92%	14.82%
2020-2021	15.67%	14.93%
2019-2020	15.56%	14.91%

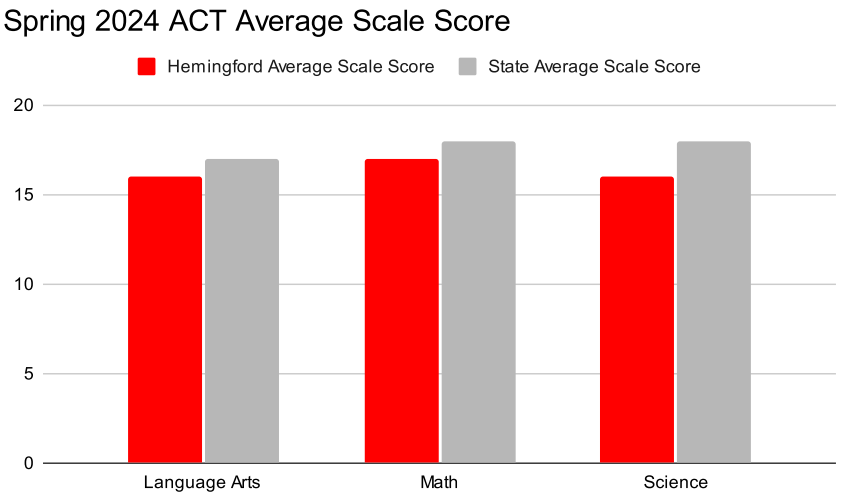


ASSESSMENT DATA

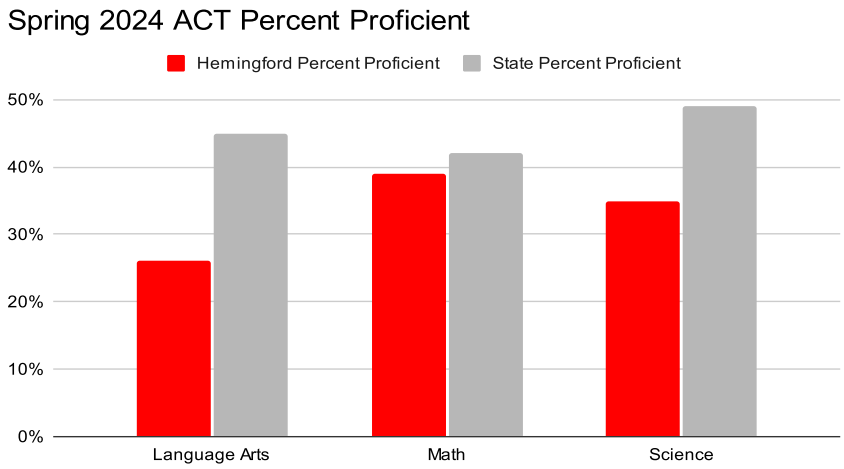
Nebraska Student Centered Asessment System

The Nebraska Student-Centered Assessment System (NSCAS), pronounced "en-skass," is a new statewide assessment system that embodies Nebraska's holistic view of students and helps them prepare for success in postsecondary education, career, and civic life. It uses multiple measures throughout the year to provide educators and decision makers at all levels with the insights they need to support student learning.

	Hemingford Average Scale Score	State Average Scale Score
Language Arts	16	17
Math	17	18
Science	16	18



ACT RESULTS



	Hemingford Percent Proficient	State Percent Proficient
Language Arts	26%	45%
Math	39%	42%
Science	35%	49%

The Nebraska State Statute 79-760 was updated by passage of LB 930 in spring 2016 to require that state accountability testing at the high school level be completed through the administration of a college entrance exam. ACT was selected as the exam to be administered beginning spring 2017 to all public school third-year cohort students, except those identified as needing alternate assessment.

Students will participate in ACT Reading, English, Math, Science and Writing each spring. Although ACT writing is optional for Saturday administrations, the ACT writing test is required for state testing for all students.

All students, including special education students and English Learners who are in their third-year cohort of high school must participate in the ACT.

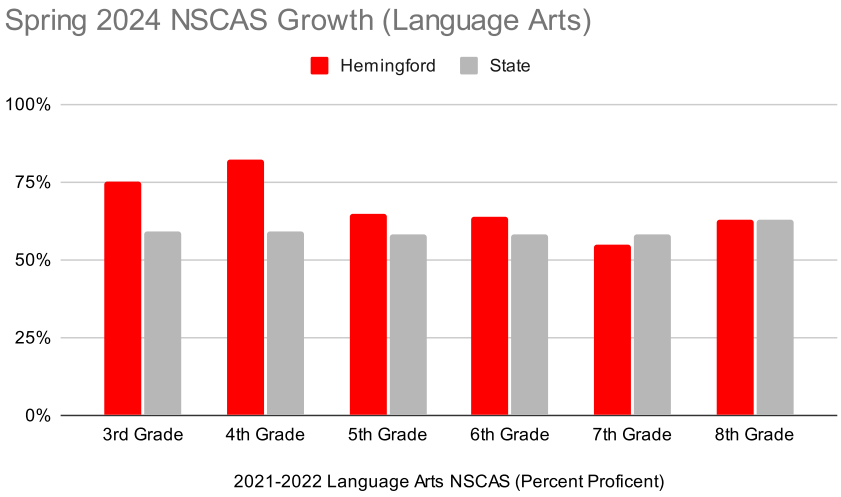
NSCAS GROWTH

Nebraska Student Centered Asessment System

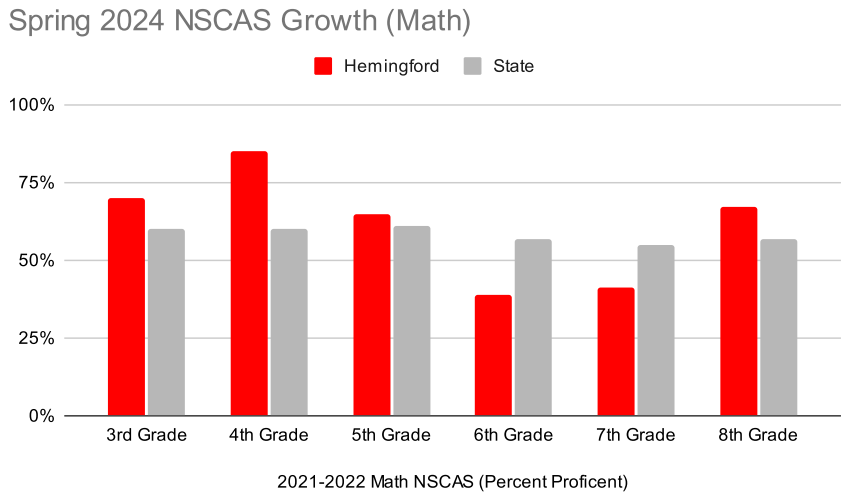
Nebraska has embarked on a transition to an adaptive through-year assessment model, one which combines the best of MAP Growth and the NSCAS General Summative test, builds on the work Nebraska educators have done statewide to create an assessment system that is instructionally useful, meaningful to students, and connected to classroom practice. NSCAS Growth will be aligned to both the state standards and to the state summative blueprint. Adaptive outside of grade level and measuring growth, it will yield grade level performance data throughout the school year and produce summative proficiency scores at year's end. The NSCAS Growth will be operational in 2022-2023.

ENGLISH LANGUAGE ARTS RESULTS

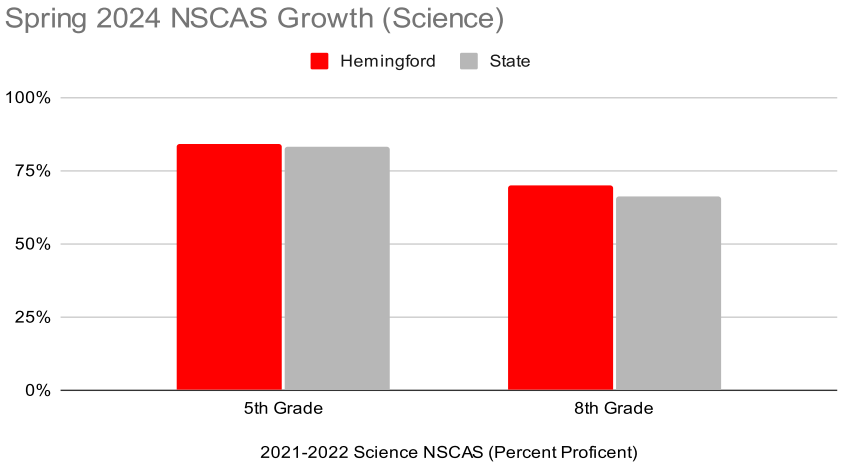
	Hemingford	State
3rd Grade	75%	59%
4th Grade	82%	59%
5th Grade	65%	58%
6th Grade	64%	58%
7th Grade	55%	58%
8th Grade	63%	63%



	Hemingford	State
3rd Grade	70%	60%
4th Grade	85%	60%
5th Grade	65%	61%
6th Grade	39%	57%
7th Grade	41%	55%
8th Grade	67%	57%



MATH AND SCIENCE RESULTS



	Hemingford	State
5th Grade	84%	83%
8th Grade	70%	66%

Girls on the Run

Hemingford Public Schools

Download
Our app

Search for Hemingford Public Schools in the Apple App store or the Google Play store to download our app.

Google **Apple**

'24

HEMINGFORD PUBLIC SCHOOLS
913 Niobrara
Hemingford/NE/69348

Phone (High School)
(308)487-3328

Phone (Elementary School)
(308) 487-3330

Email
tmiller@gubn.org

Website
https://hemingfordschools.org

Superintendent's Report

January 13, 2025

Secondary School Enrollment (+ or - based on comparison to prior month)

7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	Total
36	23	31	28	32 +1	25	**176**

Mission/Vision/Goals

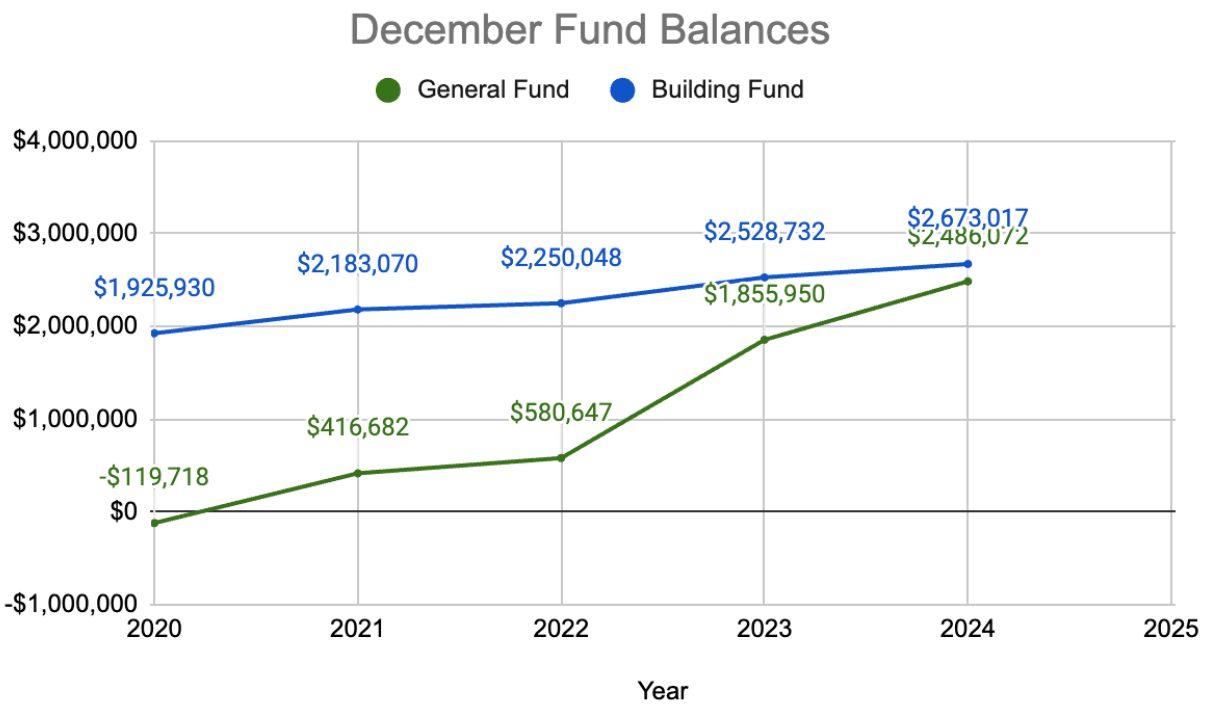
- Teacher Inservice work focused on our school improvement goal of evidence-based instructional strategies during our teacher in-service on January 6, 2025. Tonia Gibson with McREL returned and worked with our staff on planning for learning with evidence-based instructional strategies.

Policy

- The policy manual has been updated as of January 11, 2025, and the changes from the December 16, 2024 board meeting have been incorporated.

Budget Planning and Management

- I appreciate all the time and hard work of the negotiations committee working with the HEA on the master contract for the upcoming year.
- As we finalize next year's compensation for the certificated staff, we need to also adjust our support staff salary schedule to continue to be useful, predictable, and sustainable over time with future mandated changes in Nebraska's minimum wage.
- We will want to stay informed about various proposals that might impact our district with the Legislative session. This year is a long (90-day) session for the Legislature.
- I am working on some data displays for the board regarding finances. As you may recall, I work to keep some data current on the indicators page of the strategic dashboard. Here are some additional displays (below). If you have any feedback regarding the displays and any other data or format you would prefer, please let me know.



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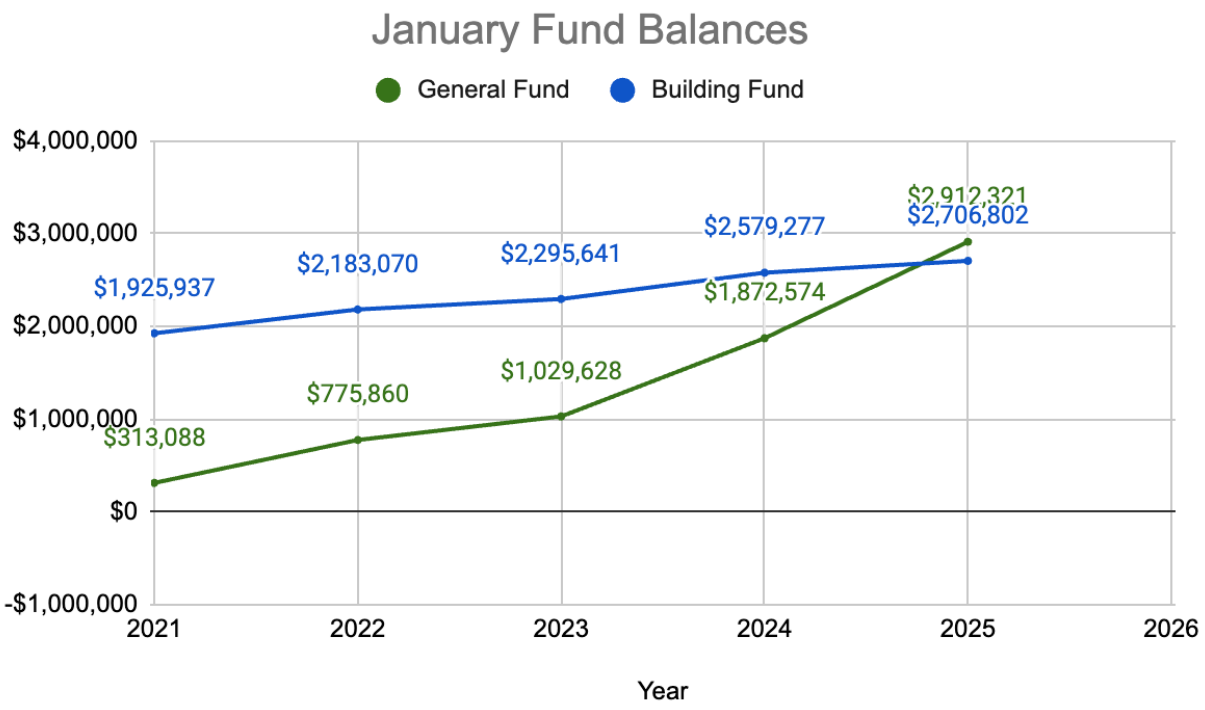

Educational Leadership

- We are planning to conduct interviews after school on the 22nd of January for a secondary principal. As a reference, here is the link to a document outlining planned procedures and timeline for the recruitment of a high school principal [Secondary Principal Search Process]

Organizational and Cultural Leadership

- I appreciate the work of Mrs. Frost and the Culture and Climate Team working on the Staff Recognition Dinner for this year. Please save the date on your calendars: Friday, February 28th. Doors will open at 5:30. Dinner and event will start at 6. As we get closer, we will put out a message for RSVPs.

Professional Leadership

- I had the opportunity to attend the IAEL Conference over the past few days. I heard presentations on literacy promotion, special education "grow your own" pipelines, a unique charter school, and teacher residency programs (a year-long paid student teaching model in Texas), among others.

Community Relations

- The Boosters are actively working on putting together the Winterfest activities for our students. Their interest in a great high school experience for our students is appreciated.
- I appreciate the Box Butte County Sheriff's Office and the Nebraska State Patrol. Whenever we need to reach out to them for planning or anything else, they are very professional and responsive to the safety and security interests of our students, staff, and community.

Board-Superintendent Relations

- If anyone is interested in attending the NRCSA Spring Conference, please let me know. It is March 20 and 21 in Kearney.

Strategic Plan (Highlights)

- Reporting order on these Principles is based on the Prioritization Summary:
    - **Guiding Principle III: Student and Staff Well-Being**
        - We are hosting a team on Thursday morning from ESU#13 as part of the mental health grant that paid for counseling materials for a regional meeting later this week (over Zoom, but hosted here). They are providing ongoing support for this work.
    - **Guiding Principle I: Student-Centered Learning**
        - We had some of our first students engage in shadowing/experience with sports officiating course. Cody Galles and Tayton Haas helped officiate the Jr. High Basketball game this afternoon.
        - We are still in the process of updating our course offerings for the coming year. Here is a link to the DRAFT 2025-2026 Academic Catalog In anticipation of a new high school principal, we have added a section describing our School within a School.

        - Nurse Kimball has been working with Life First Learning to bring health care professional exploration/training to our students in grades 10-12 on January 21st.
    - **Guiding Principle IV: Communication and Engagement**
        - 27,250 messages were delivered on Remind last month. This includes 23,587 announcements and 3.663 conversations and reactions.
        - I appreciate Mr. Arneson's work putting together the Annual Report.
    - **Guiding Principal II: Personnel Effectiveness**
        - All probationary teacher evaluations were conducted during the fall semester using the updated teacher evaluation system.
    - **Guiding Principal V: District Resources**
        - I anticipate an opportunity for our staff to receive and update on the facilities planning during our professional development time this coming Friday.

Planned Professional Travel

- I plan to attend student activities as my schedule allows. (Hopefully, State events)

Board Reminders (from the Contract with the Superintendent)

- **Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular November meeting. The Superintendent shall: remind the Board members in writing of this provision no later than its regular October meeting; make the Superintendent evaluation an agenda item for the regular November Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.
- **Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular December 2024 board meeting (and each December thereafter) of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular December board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Leave Log

- I have used nine days of PTO leave (July 5, July 16, July 17, July 18, July 19, August 2nd, November 4, November 21, and November 22). I have 28 PTO Days Remaining in the contract year ending June 30th. I plan to take some PTO Time immediately after the end of this school year.

Hemingford Public School District # 10 Policy review schedule : Adopted January 2024

January 2024	section 100 : 0100 - 0104.01 end	8 policies total
February 2024	section 200 : 0200.00 - 0204.01	25 policies total
March 2024	section 200 : 0204.02 - 0206.05 end	25 policies total
April 2024	section 300 : In full	27 policies total
May 2024	section 400 : 0400 - 0403.07	27 policies total
June 2024	section 400 : 0403.08 - 0406.09	27 policies total
July 2024	section 400 : 0406.50 - 0411.53	27 policies total
August 2024	section 400 : 0412.01 - 014305_ end	28 policies total
September 2024	section 500 : 0500 - 0504.04	26 policies total
October 2024	section 500 : 0504.04R1 - 0504.23	26 policies total
November 2024	section 500 : 0504.24 - 0508.01	26 policies total
December 2024	section 500 : 0508.01E1 - 050801E4_ end	25 policies total
January 2025	section 600 : 0600 - 0605.06	27 policies total
February 2025	section 600 : 0605.07 - 0610.02	26 policies total
March 2025	section 600 : 0611.01 - 0612.17 end	26 policies total
April 2025	section 700 : 0700 - 0705.02	18 policies total
May 2025	section 700 : 0705.03 - 0716.00 end	18 policies total
June 2025	section 800 : In full	27 policies total
July 2025	section 900 : In full	26 policies total
August 2025	section 1000 : In full	23 policies total