

Board of Education Regular Meeting
Red Willow School District #73-0017
McCook Public Schools

Regular meeting will follow the policy hearings, Monday, August 14, 2023 Monday, August 14, 2023

Junior High Conference Room
800 West 7th St
McCook, NE 69001

"It is the mission of McCook Public Schools to equip all students to succeed in a complex global society"

Please arrive at the Board meeting at the start time, because the Board reserves the right to change the order of items.

1. Call to Order
 - 1.1. Roll Call
 - 1.2. Recognition of Open Meeting Law
 - 1.3. Pledge of Allegiance
2. Reports, Communications & Public Participation
 - 2.1. Board accepts public comments
 - 2.1.1. The Board of Education will follow Federal regulations and will accept public comments on elementary and secondary school emergency relief funds.
3. Approve the consent agenda, which includes the minutes and financials
 - 3.1. Approval of Expenditures/Payroll for July 2023
4. Reports from Staff Members and Committees
 - 4.1. Facilities Committee
 - 4.2. Finance Committee
5. Administrator's written reports: Please review prior to the board meeting
6. Superintendent's comments:

Staff Training

- On Thursday, McCook's teaching staff attended an in-service conducted by Ken Williams. The focus of the staff training was focusing instruction on critically important learning objectives and holding high expectations for all students to reach those learning objectives. The training made explained how to apply high quality instructional strategies to help all students achieve academic success.

7. Staff Return

- McCook's instructional staff have returned to the buildings. The official first day for all instructional staff was Friday. A variety of meetings and sessions are held during these teacher-in-service days: school improvement, activity sponsor, teacher evaluation, staff handbook, special education services, safety, and others.

8. Students Return - Start of First Semester

- Students across the district will return to school on either Tuesday (K-6, & 9) or Wednesday (7-8, & 10-12) of this week. Both Tuesday and Wednesday are 2:00 dismissal days.

9. Fall Activities

- All fall activities have started up at the high school. Students have been back on campus training and practicing their skills for over a week getting ready for the Fall activities season.

10.

11. Business Manager Report/Comments

12. Board member comments

13. New Business

- 13.1. Approve an increase to the school district's property tax request authority by an additional six percent, or other maximum amount as permitted by law, above the base growth percentage.

**If approved, this action item increases the district's tax request authority only. This action item does not increase the tax request from property owners.*

- 13.2. Approve policy 7070 concerning new construction and improvements to existing buildings using the construction manager at risk method.

**This step is being taken at this time to aid in the planning, designing, and cost estimates, among other services associated with a potential junior high building bond issue.*

13.3. Approve Student Discipline Policy

13.4. Approve option enrollment resolution.

14. Positive Comments

15. Adjournment

16. Items for Review

Board of Education Regular Meeting
Red Willow School District #73-0017
McCook Public Schools
6:30 PM Monday, July 10, 2023
Junior High Conference Room
800 West 7th St
McCook, NE 69001

1. Call to Order

1.1. Roll Call

Attendance Taken at at 6:29 PM

Agenda Item: Roll Call

Comments: McCook Gazette Reporter Shawn Winder was also in attendance.

Regular Board

Scott Barger
Tom Bredvick
Brad Hays
Mike Langan
Charlie McPherson
Teresa Thomas

1.2. Recognition of Open Meeting Law

1.3. Pledge of Allegiance

2. Reports, Communications & Public Participation

2.1. Board accepts public comments

There were no public comments.

2.2. Building principals will present on career and college readiness

Mr. Norgaard presented on McCook Elementary's career and college readiness blocks in the absence of Mr. Borland.

Mr. Bednar presented on Central elementary's career and college readiness exploration.

Mr. Lyons presented on McCook Junior high's career and college readiness activities.

Mr. Dickes presented on McCook Senior High career and college readiness mapping.

3. Approve the consent agenda, which includes the minutes and the financials Motion to approve consent agenda Passed with a motion by Tom Bredvick and a second by Scott Barger.

Scott Barger: Yea, Tom Bredvick: Yea, Brad Hays: Yea, Mike Langan: Yea, Charlie McPherson: Yea, Teresa Thomas: Yea

Yea: 6, Nay: 0

3.1. Approval of Expenditures/Payroll for June 2023

4. Reports from Staff Members and Committees

4.1. Committee on American Civics

Committee on American Civics Meeting Agenda

7-10-2023 @ 5:45 pm

McCook Jr. High Boardroom

Agenda Items

1. Roll call

1. Chairperson: Mike Langan
2. Members: Scott Barger, Charlie McPherson

1. Attendance taken

3. Administration: Grant Norgaard, Jeff Gross

2. Notice of open meetings

3. Official meeting notes are being taken by Superintendent Norgaard

4. Purpose of This Committee

1. to become competent, responsible, patriotic, and civil citizens and to ensure a strong, stable, just, and prosperous America.

General Information for Review

5. Songs

1. Students learn the following songs in elementary school (introduced in the primary grades)

1. Star Spangled Banner - McCook Elementary
2. America the Beautiful - McCook Elementary

6. Important US documents and Philosophical Beliefs used in instruction

1. The declaration of Independence and (Government and Law, American History & Civics)
2. United State Constitution (Government and Law, American History & Civics)
3. Nebraska's Constitution (4th grade)

4. Civics is taught at the freshman level
 5. Citizenry (K-12 multidisciplinary approach)
 6. History is taught in grades (K-12)
 7. Geography is taught at the freshman level
 8. Economics is taught at the 4th, 8th, and 10th grades
 9. Financial literacy is taught at 5th grade and personal finance
7. Special Day's that will be recognized during the 2023-2024 school year:
1. President's day (February 19)
 1. George Washington's birthday (February 22)
 2. AbrahamLincoln's birthday (February 12)
 2. Dr. Martin Luther King, Jr.'s birthday (January 15)
 3. Native American Heritage Day (November 24)
 4. Thanksgiving (November 23)
 5. Constitution Day (September 17)
 6. Veterans Day (November 11)
8. Special Days when out of school
1. Memorial Day
 2. Independence day
9. Presentation of curriculum materials and assessments
1. Social Sciences Curriculum
 1. Please review and make a comment on a post-it note when you struggle to find expected content and attach it to the folder for PLC teams to address in the fall.
 1. Please Focus on
 1. Committee on American Civics State statute 79-724
 1. Pink

2. Essential learning target

1. Orange

3. Unpacked standards document

1. Blue

4. Pacing Guide

1. Yellow

5. Subversive content

1. Flagged with a 3" by 5" postcard taped to the cover
2. Content removed from the binder and given to the Superintendent for record keeping

6. Other

1. Green

2. All other Content Areas

1. Please review and make a comment on a post-it note when you struggle to find expected content and attach it to the folder for PLC teams to address in the fall.

1. Please look for

1. Essential learning target

1. Orange

2. Unpacked standards document

1. Blue

3. Pacing Guide

1. Yellow

4. Subversive content

1. Flagged with a 3" by 5" postcard taped to the cover
2. Content removed from the binder and given to the Superintendent for record keeping

5. Other

1. Green

2. Missing essential learning target should be marked with an orange post-it note

1. This item may look like a series of circles or boxes that have standards placed in them.

3. Missing unpacked standards should be marked with a blue post-it note.

1. This item may look like a table that breaks down the standards into small learning objectives and should be written in student friendly language.

4. Missing pacing guide should be marked with a yellow post-it note.

1. This item might be a calendar or an outline of when each CRT assessment will be given.

5. Any other item that is missing should be marked with a green post-it note, and a comment identifying the missing item(s).

1. An example of other items that should be in the CRT folders are the CRT assessments themselves.

2. Other types of assessments should also be present, such as quizzes.

6. Any curriculum content you come across that has anti-American or subversive content should be immediately removed and the folder to be flagged with a 3" by 5" postcard taped to the front of the binder.

7.

The agenda was followed.

Comments were added to the folders to provide directions to staff on how to improve their curricular content.

Folder Review Directions

Review the folder for items that have been identified as needing to be present. If you cannot easily find an item that should be present in the folder, use the color coded post-it notes to clearly mark the deficiency. See the color code below

If you find the following items to not be present or not easy to identify please use the appropriate color of post-it note to mark the folder.

5. Administrator's written reports: Please review prior to the board meeting

6. Superintendent's comments:

Scheduling Committee Meetings

The Facilities Committee will meet on July 13 at 7:00 a.m.

The Finance Committee will meet on July 13 at 12:00 p.m.

- Jr. High Bond
- Update on current facilities projects
- Discussion of future facilities projects
- HVAC at the high school
- Recently passed school finance legislation - impacts on local school funding
- Current budget position

Jr. High Bond

Mr. Gross and I sat down with WDesign to discuss school design and the next step with the bond issue. It was a good meeting and we are looking at having several meetings with them and board committees over the next several months in preparation for a potential election. During the meeting we also discussed the need to collaborate with First National Capitol Markets, so to ensure we capitalize on all the services they can provide.

Policy

A policy committee meeting will need to be held in the upcoming months to address legislative changes.

MHS Welding

This will be an update on our current welding agreement with MCC and how this will impact the upcoming school year and the years to follow.

7. Business Manager Report/Comments

Monthly Business Manager Board of Education Report

June 2023

Monthly Lunch #'s = 3,690 Meals served. Summer School Food Services has ended.

Financial #'s = After 83.3%% of fiscal year = General Fund YTD Revenue is 95%% YTD

Expense is 82%

Projects - Updates

The remodel of the Business/Supt office is progressing. Our Maintenance crew has done an outstanding job, and furniture is to be installed this week., With move in expected next week.

The new concession stand/restroom storage facility is progressing. Weather delays has put us behind where we had hoped, but the building is being erected this week.

CTE Construction has completed the Track pressbox, Track shed and football shed buildings with new siding, roofs and gutters

Tillotson roofing has completed the roof @ Central elementary school

Echo Guard is about 66% done with the roof at the Senior high Gym

Overseeding and aeration is done

Paint Crew

Upcoming Projects

2021-2021 RFP's- None at this time

Federal/state Reports filed in June:

State reporting for the 2022-2023 school year has been filed.

CDC reports have been filed with the state.

8. Board member comments

There were no board member comments.

9. New Business

9.1. Gratefully accept an anonymous donation in the amount of \$800.00 for the Bison Boys Golf team Move to Gratefully accept an anonymous donation in the amount of \$800.00 for the Bison Boys Golf team Passed with a motion by Tom Bredvick and a second by Mike Langan.

Scott Barger: Yea, Tom Bredvick: Yea, Brad Hays: Yea, Mike Langan: Yea, Charlie

McPherson: Yea, Teresa Thomas: Yea

Yea: 6, Nay: 0

9.2. Gratefully accept a donation from Graham Real Estate for the Bison Boys Golf Team, in the amount of \$1,000 Move to Gratefully accept a donation from Graham Real Estate for the Bison Boys Golf Team, in the amount of \$1,000 Passed with a motion by Brad Hays and a second by Charlie McPherson.

Scott Barger: Yea, Tom Bredvick: Yea, Brad Hays: Yea, Mike Langan: Yea, Charlie

McPherson: Yea, Teresa Thomas: Yea

Yea: 6, Nay: 0

9.3. The board will review the superintendent's contract and take action to approve the salary package. Move to approve the superintendent's Salary of \$188,061.12 for 23-24 school year and to include the benefit package. Passed with a motion by Teresa Thomas and a second by Scott Barger.

Scott Barger: Yea, Tom Bredvick: Yea, Brad Hays: Yea, Mike Langan: Yea, Charlie McPherson: Yea, Teresa Thomas: Yea

Yea: 6, Nay: 0

10. Positive Comments

Scott Barger's positive comment was that the principals taking the time to present on college and career readiness.

Tom Bredvick positive comment was that even our retired teachers are representing students. The passion for our youth and students is so evident.

Brad Hays positive comment was all the fellow board members for their timely responses and participation in Mr. Norgaards evaluation.

Teresa Thomas positive comment was that all the people were getting ready for the next school year in the district.

Charlie McPherson positive comment was on the transportation provided for the Chamber of commerce bash on the hills. Thanks to Paul Paz and Herb Johnson.

Mike Langan positive comment was the very well put together curriculum. Emphasis on careers and top notch planning.

Jeff Gross positive comment was all the hard-working summer help that have worked hard to prepare and improve our facilities.

Grant Norgaard positive comment was a personal thanks to everyone for all their support and help in the district and to several co-workers that helped him personally with his daughter's wedding.

11. Adjournment

The meeting adjourned at 7:30 pm.

12. Items for Review

CHECKS BY DATE BOARD REPORT

JULY 2023

DATE	VENDOR	AMOUNT	DATE	VENDOR	AMOUNT
7/6/2023	City Of McCook	\$4,103.56	7/31/2023	Big D Metalworks	\$180.00
7/6/2023	Diode Communications	\$165.00	7/31/2023	C & K Distributors	\$52.90
7/6/2023	Hometown Leasing	\$5,117.91	7/31/2023	Carquest Auto Parts	\$49.24
7/6/2023	Lingo Communications	\$328.91	7/31/2023	CDW Government, Inc.	\$4,159.90
7/6/2023	Maywood Investments	\$1,761.00	7/31/2023	City Of McCook	\$33.11
7/6/2023	Nebraska Public Power District	\$10,419.70	7/31/2023	Comfort Suites East Lincoln	\$462.00
7/6/2023	Notable, Inc.	\$2,750.00	7/31/2023	D & S Hardware	\$1,984.50
7/6/2023	Paper Tiger Shredding	\$120.00	7/31/2023	Deveny Motors	\$19.79
7/6/2023	Pinpoint Communications	\$870.36	7/31/2023	Diamond Vogel	\$1,137.24
7/6/2023	US Bank	\$960.33	7/31/2023	Eakes Office Solutions	\$491.92
7/6/2023	Viaero Wireless	\$104.87	7/31/2023	Electronic Systems	\$162.20
7/12/2023	Black Hills Energy	\$1,166.60	7/31/2023	ESU #15	\$8,512.00
7/12/2023	Bomgaars	\$28.88	7/31/2023	Industrial Arts Supply	\$643.66
7/12/2023	Colorado Retail Ventures	\$1,026.47	7/31/2023	Innovative Office Solutions	\$5,275.14
7/12/2023	Frenchman Valley Coop	\$1,024.75	7/31/2023	JourneyEd.com, Inc	\$1,250.00
7/12/2023	Omnify	\$250.00	7/31/2023	K-C Motor & Electric, Inc.	\$115.00
7/12/2023	S&S Worldwide	\$1,520.67	7/31/2023	KATS	\$120.00
7/12/2023	US Bank	\$224.08	7/31/2023	Kohl's Auto Parts	\$32.66
7/12/2023	Verizon Wireless	\$215.95	7/31/2023	Mariah Pierson OT Services	\$1,192.75
7/20/2023	Ameritas Life Ins. Co	\$1,991.36	7/31/2023	Mead Lumber	\$42.87
7/20/2023	BCBS of NE	\$224,990.73	7/31/2023	Michelle Dickes	\$105.30
7/20/2023	Employee Benefits-Payflex	\$2,856.08	7/31/2023	Mid-American Research Chemical	\$1,176.67
7/20/2023	MASA	\$473.00	7/31/2023	Ne Safety & Fire Equipment	\$413.00
7/20/2023	National Insurance Services	\$1,948.13	7/31/2023	Perma Bound	\$15.20
7/20/2023	Ymca	\$788.00	7/31/2023	Rasmussen Mechanical Services	\$234.50
7/20/2023	Amazon Capital Services	\$3,708.77	7/31/2023	Rust Publishing, NE LLC	\$238.72
7/20/2023	Great Plains Communications	\$1,170.95	7/31/2023	Scholastic Inc.	\$296.51
7/31/2023	Payflex Systems USA, Inc.	\$150.00	7/31/2023	Student Assurance Services, Inc.	\$1,981.00
7/31/2023	ABC Bus Inc	\$859.12	7/31/2023	Superior Sanitation	\$100.00
7/31/2023	Ace Hardware	\$32.88	7/31/2023	Van Diest Supply Company	\$1,928.50
7/31/2023	Activity Fund	\$101.25	7/31/2023	Wagner Ford-Mercury-Toyota	\$904.54
7/31/2023	AKRS Equipment	\$1,095.02	7/31/2023	Walmart	\$242.23
7/31/2023	American Electric Company	\$139.42	7/31/2023	Weathercraft Co.	\$1,283.00
7/31/2023	Barb Berry	\$300.00			

JULY 2023 EFT CHECKS

	AFLAC	\$7,567.92		Horace Mann Insurance Co	\$988.24
	AFLAC - Group	\$225.41		LegalShield	\$110.65
	Colonial Life	\$1,237.94		NE Dept of Revenue - State Taxes	\$31,041.72
	Equitable - Life Insurance	\$896.26		Nebr. School Retirement System	\$164,153.38
	Direct Deposit	\$596,783.13		Retirement Plan Consultants (403b)	\$9,076.28
	Federal Taxes/FICA/Medicare	\$196,405.90		HSA Employer Deposits	\$9,362.13

Receipt History

Receipt Date

Detail report. Sorted by Receipt Date, Site.

Site

From 07/01/2023 to 07/31/2023.

Receipt #	Status / Date	Deposit #	Check #	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name	Fee Name & Student ID	Tax Activity	Tax Rate %	Tax Amount			

07/13/2023

MPS	McCook Public Schools							
5275		PRINTED	0000002065	Bednar	Donation			
	541-5041	Central Elementary				150.00	0.00	150.00
5596		PRINTED	0000002059	Williams	Donation			
	541-5041	Central Elementary				150.00	0.00	150.00
5767		PRINTED	0000002062	Caseys	Donation			
	543-5043	McCook Elementary				15.60	0.00	15.60
5768		PRINTED	0000002064	Hoins	Volleyball Camp			
	195-6001	Volleyball Fundraising				35.00	0.00	35.00
5769		PRINTED	0000002061	Campers	Volleyball Camp			
	195-6001	Volleyball Fundraising				210.00	0.00	210.00
5770		PRINTED	0000002060	Morgan/Bortner	Donation			
	195-9001	Softball Fundraising				272.00	0.00	272.00
Total for site: MPS - McCook Public Schools								832.60
Total for 07/13/2023								832.60

07/31/2023

MPS	McCook Public Schools							
7312023		PRINTED	0000002063	First Central Bank	Interest Earned			
	947-9047	Bank Interest				281.19	0.00	281.19
Total for site: MPS - McCook Public Schools								281.19
Total for 07/31/2023								281.19
Report Total								1,113.79

Check Summary

Sorted by Check Number.
From 07/01/2023 to 07/31/2023.

Check Number	Site ID	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	Amount
033484	MPS	Printed	07/07/2023	US Bank	23-084124	JG-6232023	Staff Lunch	2,271.66
033485	MPS	Printed	07/11/2023	Little Caesars	23-084247	EG-7102023	Softball	7,547.00
033486	MPS	Printed	07/11/2023	Innovative Office Solutions, LLC	23-084009	IN4246410	ESU Order	79.70
033487	MPS	Printed	07/11/2023	Holiday Inn Express	23-084251	19747	Boys Golf	768.00
033488	MPS	Printed	07/11/2023	McCook Lettering	23-084250	44974	Volleyball	1,410.00
033489	MPS	Printed	07/17/2023	McCook Evangelical Free Church	23-084258	JB-7172023	New Teacher Orientation	200.00
033490	MPS	Printed	07/18/2023	Acme Printing	23-084257	2452	Graduation	586.60
033491	MPS	Printed	07/18/2023	Sehnert's Bakery	23-084255	000833	Meeting	42.32
033492	MPS	Printed	07/18/2023	ESU 10	23-084253	23532	chromebooks	465.00
033493	MPS	Void	07/28/2023	Fromuth Tennis	23-084232	13259	Tennis	0.00
033494	MPS	Printed	07/28/2023	Tennis Express LLC	23-084231	13188	Tennis	151.74
033495	MPS	Printed	07/28/2023	McCook Lettering	23-084259	44995	Tennis	889.00
033496	MPS	Printed	07/28/2023	Hauff Mid-America Sports	23-084180	123547	supplies	1,146.88
033497	MPS	Printed	07/28/2023	rSchoolToday (DWC)	23-0841797	90604	Activities	450.00
033498	MPS	Printed	07/28/2023	Lou's Sporting Goods	23-084182	AAV752746-AK12	Football	540.00
033499	MPS	Printed	07/28/2023	WEX Bank	23-072823	90593540	fuel	284.05
033500	MPS	Printed	07/28/2023	Tennis Express LLC	23-084232	13259a	Tennis	394.00
033501	MPS	Printed	07/28/2023	BSN Sports LLC	23-084183	921937316	Football	766.50

Report Total: 17,992.45

McCook Public Schools

Revenues for July 2023 for Aug Board Meeting

[Fund] 01 - General Fund

Account Code	Description	Actual (Date)	Budget (YTD)	Actual (YTD)	Available (YTD)	% of Budget
01-1-01100-00-000-000	Local Property Taxes	(\$78,131.10)	(\$8,356,500.00)	(\$7,344,874.01)	(\$1,011,625.99)	87.89
01-1-01115-00-000-000	Carline Taxes	\$0.00	(\$5,000.00)	(\$3,740.71)	(\$1,259.29)	74.81
01-1-01120-00-000-000	Public Power Dist. Sales Tax	\$0.00	(\$310,000.00)	(\$296,123.03)	(\$13,876.97)	95.52
01-1-01125-00-000-000	Motor Vehicle Taxes	(\$73,763.16)	(\$800,000.00)	(\$746,422.21)	(\$53,577.79)	93.30
01-1-01323-00-000-000	Tuition - District - Sped	\$0.00	(\$22,000.00)	(\$14,500.00)	(\$7,500.00)	65.90
01-1-01510-00-000-000	Interest	(\$5,301.83)	(\$22,000.00)	(\$39,460.27)	\$17,460.27	179.36
01-1-01911-00-000-000	Local License Fees	\$0.00	(\$7,500.00)	(\$7,242.50)	(\$257.50)	96.56
01-1-01921-00-000-000	Police Court Fines	(\$50.00)	(\$2,500.00)	(\$2,769.00)	\$269.00	110.76
01-1-01925-00-000-000	COPS Grant	(\$32,442.00)	\$0.00	(\$72,153.00)	\$72,153.00	0.00
01-1-02110-00-000-000	County Fines & License Fees	(\$4,186.84)	(\$50,000.00)	(\$42,656.53)	(\$7,343.47)	85.31
01-1-02130-00-000-000	Other County Receipts	\$0.00	\$0.00	(\$4,534.70)	\$4,534.70	0.00
01-1-03110-00-000-000	State Aid	\$0.00	(\$5,989,643.00)	(\$5,989,746.00)	\$103.00	100.00
01-1-03120-00-000-000	Sped School Age	\$0.00	(\$1,100,000.00)	(\$1,104,859.00)	\$4,859.00	100.44
01-1-03125-00-000-000	Sped Trans. Sch Age	\$0.00	(\$25,000.00)	(\$23,630.00)	(\$1,370.00)	94.52
01-1-03130-00-000-000	Homestead Exemption	(\$45,376.46)	(\$205,000.00)	(\$226,910.53)	\$21,910.53	110.68
01-1-03131-00-000-000	Property Tax Credit	\$0.00	\$0.00	(\$511,959.52)	\$511,959.52	0.00
01-1-03180-00-000-000	Pro Rate Motor Vehicle	(\$7,397.62)	(\$30,000.00)	(\$30,134.17)	\$134.17	100.44
01-1-03400-00-000-000	State Apportionment	\$0.00	(\$260,000.00)	(\$366,011.89)	\$106,011.89	140.77
01-1-03512-00-000-000	Distance Educ. Incentive Payments	\$0.00	(\$2,500.00)	(\$1,722.96)	(\$777.04)	68.91
01-1-03535-00-000-000	High Ability Learner Payments	\$0.00	(\$10,000.00)	(\$9,201.00)	(\$799.00)	92.01
01-1-03599-00-000-000	College Access Grant	\$0.00	\$0.00	(\$4,282.19)	\$4,282.19	0.00
01-1-03599-55-000-000	Textbook Loan	\$0.00	\$0.00	(\$3,439.37)	\$3,439.37	0.00
01-1-04421-00-000-000	IDEA Part B ARP	\$0.00	\$0.00	(\$29,225.00)	\$29,225.00	0.00
01-1-04422-00-000-000	IDEA Preschool ARP - BASE - EP	\$0.00	\$0.00	(\$2,602.00)	\$2,602.00	0.00
01-1-04423-00-000-000	IDEA Part B ARP Proportionate Share	\$0.00	\$0.00	(\$7,399.00)	\$7,399.00	0.00
01-1-04505-00-000-000	Title I Current Fiscal Year	\$0.00	(\$240,000.00)	(\$121,678.00)	(\$118,322.00)	50.69
01-1-04509-00-000-000	Title II, Part A Teacher Quality	\$0.00	(\$45,000.00)	(\$117,567.00)	\$72,567.00	261.26
01-1-04510-00-000-000	Title IV	\$0.00	(\$16,500.00)	(\$21,757.00)	\$5,257.00	131.86
01-1-04516-00-000-000	IDEA Base 3-5	\$0.00	(\$18,000.00)	(\$16,675.00)	(\$1,325.00)	92.63
01-1-04518-00-000-000	IDEA - BASE - EP	(\$182,077.00)	(\$373,000.00)	(\$356,140.00)	(\$16,860.00)	95.47
01-1-04521-00-000-000	IDEA Non-Public	\$0.00	(\$51,000.00)	(\$37,822.00)	(\$13,178.00)	74.16
01-1-04530-00-000-000	Categorical Grants	\$0.00	(\$3,000.00)	\$0.00	(\$3,000.00)	0.00
01-1-04708-00-000-000	Medicaid In Public Schools	\$0.00	(\$50,000.00)	(\$85,611.37)	\$35,611.37	171.22
01-1-04988-00-000-000	ESSER III Afterschool	\$0.00	\$0.00	(\$61,438.00)	\$61,438.00	0.00
01-1-04998-00-000-000	ESSERS III	(\$34,491.00)	(\$220,000.00)	(\$116,909.00)	(\$103,091.00)	53.14
01-1-05301-00-000-000	Insurance Adjustments	\$0.00	\$0.00	(\$2,194.00)	\$2,194.00	0.00
01-1-05690-00-000-000	Non-revenue Receipts	(\$3,540.82)	\$0.00	(\$3,540.82)	\$3,540.82	0.00
Subtotal of Element: Revenue		(\$466,757.83)	(\$18,214,143.00)	(\$17,826,930.78)	(\$387,212.22)	97.87

[Fund] 02 - Depreciation Fund

02-1-01510-00-000-000	Interest	(\$1,151.83)	(\$1,500.00)	(\$12,937.63)	\$11,437.63	862.50
02-1-05200-00-000-000	Transfers From General Fund	\$0.00	(\$150,000.00)	\$0.00	(\$150,000.00)	0.00
02-1-05300-00-000-000	Proceeds From the Disposal of Real or Personal Property	\$0.00	\$0.00	(\$300.00)	\$300.00	0.00

02-1-05690-00-000-000	Non-revenue Receipts	\$0.00	\$0.00	(\$8,199.19)	\$8,199.19	0.00
Subtotal of Element: Revenue		(\$1,151.83)	(\$151,500.00)	(\$21,436.82)	(\$130,063.18)	14.15
[Fund] 03 - Employee Benefit Fund						
Account Code	Description	Actual (Date Range)	Budget (YTD)	Actual (YTD)	Available (YTD)	% of Budget
03-1-01510-00-000-000	Interest - Unemployment	(\$117.17)	(\$250.00)	(\$1,156.65)	\$906.65	462.66
03-1-05200-00-000-000	Transfers From General Fund	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	0.00
Subtotal of Element: Revenue		(\$117.17)	(\$5,250.00)	(\$1,156.65)	(\$4,093.35)	22.03
[Fund] 06 - School Nutrition Fund						
Account Code	Description	Actual (Date Range)	Budget (YTD)	Actual (YTD)	Available (YTD)	% of Budget
06-1-01510-00-000-000	Interest	(\$119.25)	(\$100.00)	(\$841.52)	\$741.52	841.52
06-1-01611-00-000-000	School Lunch Program	(\$628.05)	(\$310,000.00)	(\$216,639.76)	(\$93,360.24)	69.88
06-1-03150-00-000-000	State Reimbursement	\$0.00	(\$320,000.00)	\$0.00	(\$320,000.00)	0.00
06-1-04210-00-000-000	Federal Reimbursement	(\$12,294.63)	\$0.00	(\$421,455.66)	\$421,455.66	0.00
06-1-05690-00-000-000	Other Non-revenue Receipts	(\$2.32)	\$0.00	(\$2,168.95)	\$2,168.95	0.00
Subtotal of Element: Revenue		(\$13,044.25)	(\$630,100.00)	(\$641,105.89)	\$11,005.89	101.75
[Fund] 07 - Bond Fund						
Account Code	Description	Actual (Date Range)	Budget (YTD)	Actual (YTD)	Available (YTD)	% of Budget
07-1-01100-00-000-000	Local Property Taxes	(\$3,326.15)	(\$410,000.00)	(\$366,914.98)	(\$43,085.02)	89.49
07-1-01115-00-000-000	Carline Taxes	\$0.00	(\$385.00)	(\$240.56)	(\$144.44)	62.48
07-1-01120-00-000-000	Public Power Dist. Sales Tax	\$0.00	(\$245.00)	(\$18,859.27)	\$18,614.27	7,697.66
07-1-01510-00-000-000	Interest	(\$647.47)	(\$570.00)	(\$5,392.79)	\$4,822.79	946.10
07-1-03130-00-000-000	Homestead Exemption	(\$2,669.88)	(\$8,600.00)	(\$13,349.31)	\$4,749.31	155.22
07-1-03131-00-000-000	Property Tax Credit	\$0.00	\$0.00	(\$23,505.36)	\$23,505.36	0.00
07-1-03180-00-000-000	Pro Rate Motor Vehicle	(\$377.67)	(\$1,200.00)	(\$1,528.85)	\$328.85	127.40
Subtotal of Element: Revenue		(\$7,021.17)	(\$421,000.00)	(\$429,791.12)	\$8,791.12	102.09
[Fund] 08 - Special Building Fund						
Account Code	Description	Actual (Date Range)	Budget (YTD)	Actual (YTD)	Available (YTD)	% of Budget
08-1-01100-00-000-000	Local Property Taxes	(\$3,732.01)	(\$450,000.00)	(\$371,966.29)	(\$78,033.71)	82.65
08-1-01115-00-000-000	Carline Taxes	\$0.00	(\$150.00)	(\$184.97)	\$34.97	123.31
08-1-01120-00-000-000	Public Power Sales Tax	\$0.00	(\$1,000.00)	(\$14,174.36)	\$13,174.36	1,417.43
08-1-01510-00-000-000	Interest	(\$1,125.58)	(\$1,000.00)	(\$10,790.17)	\$9,790.17	1,079.01
08-1-03130-00-000-000	Homestead Exemption	(\$2,172.00)	(\$1,100.00)	(\$33,350.03)	\$32,250.03	3,031.82
08-1-03131-00-000-000	Property Tax Credit	\$0.00	\$0.00	(\$2,019.61)	\$2,019.61	0.00
08-1-03180-00-000-000	Pro-rate Motor Vehicle	(\$354.10)	(\$1,750.00)	(\$1,505.44)	(\$244.56)	86.02
08-1-04998-00-000-000	ARP ESSERS III Special Building	\$0.00	\$0.00	(\$384,835.00)	\$384,835.00	0.00
Subtotal of Element: Revenue		(\$7,383.69)	(\$455,000.00)	(\$818,825.87)	\$363,825.87	179.96
Grand Total		(\$495,475.94)	(\$19,876,993.00)	(\$19,739,247.13)	(\$137,745.87)	99.31

McCook Public Schools

Expenditures for July 2023 for Aug Board Meeting

Function - General Fund	Actuals (Selected)	Adopted Budget	Actuals (YTD)	Available	% of Budget
01100 - Regular Instruction	\$460,009.26	\$6,039,548.50	\$5,426,797.88	\$604,374.47	89.85
01150 - Limited English Proficiency Programs	\$14,837.24	\$234,845.69	\$209,514.48	\$25,331.21	89.21
01160 - Poverty Programs	\$174,045.91	\$2,131,204.94	\$1,908,091.89	\$223,113.05	89.53
01190 - Early Childhood Educational Programs	\$0.00	\$2,500.00	\$1,704.67	\$795.33	68.19
01200 - Special Education Instructional Programs -	\$130,095.70	\$2,310,057.23	\$2,066,262.56	\$240,149.98	89.45
01291 - Special Education Instructional Programs -	\$9,536.78	\$144,016.62	\$133,285.93	\$10,730.69	92.55
01295 - Special Education Instructional Programs -	\$94.28	\$1,137.20	\$1,081.99	\$55.21	95.15
01300 - Summer School	\$60,613.51	\$10,000.00	\$66,484.10	(\$56,654.85)	664.84
02110 - Attendance/Social Work	\$0.00	\$35,000.00	\$25,691.60	\$9,308.40	73.40
02120 - Guidance Services	\$17,700.63	\$270,473.06	\$210,683.29	\$54,119.77	77.89
02130 - Health Services	\$47.70	\$5,100.00	\$4,304.98	\$795.02	84.41
02131 - SPED Health Services	\$618.84	\$65,941.17	\$49,455.25	\$16,485.92	75.00
02141 - Psychological Services - SPED - School	\$10,613.47	\$146,364.16	\$155,218.92	(\$14,258.51)	106.05
02142 - Psychological Services- SPED- Age 3-5	\$2,029.00		\$23,488.41	(\$24,525.04)	
02151 - Speech Pathology and Audiology Services -	\$17,501.03	\$220,094.35	\$205,953.87	\$14,140.48	93.58
02152 - Speech Pathology and Audiology Services -	\$0.00	\$2,950.00	\$1,748.98	\$1,201.02	59.29
02153 - Speech Pathology and Audiology Services -	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00
02161 - Occupational Therapy-Related Services -	\$8,857.81	\$121,231.11	\$102,499.78	\$18,731.33	84.55
02171 - Physical Therapy-Related Services - SPED -	\$0.00		\$15,998.51	(\$15,998.51)	
02172 - Physical Therapy-Related Services - SPED -	\$0.00		\$4,237.33	(\$4,237.33)	
02173 - Physical Therapy-Related Services - SPED -	\$0.00		\$138.83	(\$138.83)	
02181 - Visually Impaired-Vision Services - SPED -	\$0.00	\$7,500.00	\$3,368.64	\$4,131.36	44.92
02190 - Support Services - Student - Other	\$0.00	\$100,000.00	\$105,515.05	(\$5,515.05)	105.52
02213 - Instructional Staff Training	\$0.00	\$4,500.00	\$0.00	\$4,500.00	0.00
02220 - Library-Media Services	\$27,130.58	\$363,285.19	\$323,240.86	\$38,020.73	88.98
02230 - Instruction Related Technology	\$0.00	\$25,000.00	\$0.00	\$25,000.00	0.00
02310 - Board of Education	\$238.72	\$211,500.00	\$38,594.47	\$172,905.53	18.25
02320 - Executive Administration	\$20,650.87	\$266,569.19	\$233,754.33	\$32,675.29	87.69
02330 - District Legal Services	\$0.00	\$20,000.00	\$4,781.01	\$15,218.99	23.91
02410 - Office of the Principal	\$74,370.59	\$1,059,794.01	\$994,047.81	\$63,929.17	93.80
02490 - Activity Director	\$10,846.77	\$134,340.62	\$119,960.36	\$14,380.26	89.30
02510 - Fiscal Services	\$44,810.22	\$678,403.80	\$473,600.07	\$198,921.64	69.81
02580 - Administrative Technology Service	\$37,350.45	\$466,717.00	\$410,441.39	\$37,342.61	87.94
02610 - Operation of Buildings	\$45,861.68	\$817,611.73	\$946,421.48	(\$128,809.75)	115.75
02620 - Maintenance of Buildings	\$56,182.78	\$746,064.50	\$713,804.97	\$29,316.10	95.68
02650 - Vehicle Operation and Maintenance (Other	\$790.85	\$21,500.00	\$13,114.84	\$8,385.16	61.00
02660 - Security	\$0.00	\$46,000.00	\$41,852.25	\$4,147.75	90.98
02670 - Safety	\$165.00		\$1,815.00	(\$1,815.00)	
02710 - Vehicle Operation - Regular Education	\$4,816.25	\$268,747.86	\$274,377.63	(\$5,962.01)	102.09
02712 - Vehicle Operation - School Age SPED	\$3,814.41	\$70,899.10	\$59,338.26	\$11,560.84	83.69
02713 - Vehicle Operation - Below Age 5 SPED	\$0.00	\$15,900.00	\$0.00	\$15,900.00	0.00
02730 - Vehicle Servicing and Maintenance -	\$0.00	\$73,133.66	\$37,267.31	\$35,866.35	50.96
02732 - Vehicle Servicing and Maintenance -	\$0.00		\$2,493.70	(\$2,493.70)	
03512 - Distance Education	\$0.00		\$23,000.00	(\$23,000.00)	

03535 - High Ability Learners	\$0.00	\$23,018.00	\$16,247.45	\$6,770.55	70.59
03599 - State Categorical Programs - Others	\$0.00	\$6,300.00	\$12,277.93	(\$5,977.93)	194.89
06200 - Federal Services - Title I Part A ESSA	\$19,507.93	\$276,775.20	\$247,213.90	\$29,561.30	89.32
06310 - Federal Services - Title II Part A ESSA	\$0.00	\$44,500.00	\$42,064.45	\$2,435.55	94.53
06406 - Federal Services - IDEA Preschool (619)	\$0.00	\$18,014.81	\$16,016.03	\$1,998.78	88.90
06408 - Part B 611 Base EP	\$19,940.47	\$343,719.05	\$318,425.00	\$25,294.05	92.64
06412 - Federal Services - IDEA Part B	\$4,370.36	\$50,296.14	\$43,271.54	\$7,024.60	86.03
06690 - Federal Services - Other Federal Non-	\$0.00	\$6,294.00	\$0.00	\$6,294.00	0.00
06700 - Federal Services - Federal Vocational and	\$0.00	\$2,000.00	\$0.00	\$2,000.00	0.00
06967 - FEDERAL SERVICES - TITLE IV, PART A	\$0.00	\$16,500.00	\$0.00	\$16,500.00	0.00
06969 - Title IV	\$0.00		\$20,751.92	(\$20,751.92)	
06988 - Expanded Learning Collab Afterschool	\$0.00	\$62,795.11	\$0.00	\$62,795.11	0.00
06998 - ESSER3 Disbursement	\$49,240.09	\$0.00	\$158,338.94	(\$158,338.94)	
08000 - Transfers (Outgoing)	\$0.00	\$225,000.00	\$50,000.00	\$175,000.00	22.22
01 - General Fund	\$1,326,689.18	\$18,214,143.00	\$16,358,039.84	\$1,799,730.23	89.81%

Function - Depreciation Fund	Actuals (Selected)	Adopted Budget	Actuals (YTD)	Available	% of Budget
02900 - OTHER SUPPORT SERVICES	\$178,725.51	\$1,020,000.00	\$549,232.26	\$435,564.84	53.85
02 - Depreciation Fund	\$178,725.51	\$1,020,000.00	\$549,232.26	\$435,564.84	53.85%

Function - Employee Benefit Fund	Actuals (Selected)	Adopted Budget	Actuals (YTD)	Available	% of Budget
02520 - Purchasing Warehousing and Distributing	(\$819.26)	\$5,250.00	(\$819.26)	\$6,069.26	-15.60
02900 - OTHER SUPPORT SERVICES	\$0.00		\$819.26	(\$819.26)	
03 - Employee Benefit Fund	(\$819.26)	\$5,250.00	\$0.00	\$5,250.00	0.00%

Function - School Nutrition Fund	Actuals (Selected)	Adopted Budget	Actuals (YTD)	Available	% of Budget
02190 - Support Services - Student - Other	\$20,202.77	\$630,100.00	\$574,778.55	\$23,536.29	91.22
06 - School Nutrition Fund	\$20,202.77	\$630,100.00	\$574,778.55	\$23,536.29	91.22%

Function - Bond Fund	Actuals (Selected)	Adopted Budget	Actuals (YTD)	Available	% of Budget
05000 - Debt Service	\$0.00	\$421,000.00	\$406,568.75	\$14,431.25	96.57
07 - Bond Fund	\$0.00	\$421,000.00	\$406,568.75	\$14,431.25	96.57%

Function Special Building	Actuals (Selected)	Adopted Budget	Actuals (YTD)	Available	% of Budget
02515 - Building and Sites	\$58,568.96	\$240,000.00	\$273,414.28	(\$63,414.28)	113.92
05000 - Debt Service	\$3,007.54	\$55,000.00	\$33,082.94	\$21,917.06	60.15
06998 - ESSER3 Disbursement	\$54,613.75		\$135,819.12	(\$135,819.12)	
08 - Special Building Fund	\$116,190.25	\$295,000.00	\$442,316.34	(\$177,316.34)	149.94%

Grand Total	\$1,640,988.45	\$20,585,493.00	\$18,330,935.74	\$2,101,196.27	89%
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McCook Public Schools

Cash Summary Report July 2023 for Aug Board Meeting

Fund	Description	Beginning Balance	Revenue	Expenditure	Ending Balance	Encumbrances	Available
01	General Fund	\$6,522,604.35	\$466,757.83	(\$1,326,689.18)	\$5,662,673.00	(\$56,372.93)	\$5,606,300.07
02	Depreciation Fund	\$1,414,501.27	\$1,151.83	(\$178,725.51)	\$1,236,927.59	(\$35,202.90)	\$1,201,724.69
03	Employee Benefit Fund	\$137,619.11	\$117.17	\$819.26	\$138,555.54	\$0.00	\$138,555.54
05	Activity Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06	School Nutrition Fund	\$278,708.35	\$13,044.25	(\$20,202.77)	\$271,549.83	(\$31,785.16)	\$239,764.67
07	Bond Fund	\$671,693.75	\$7,021.17	\$0.00	\$678,714.92	\$0.00	\$678,714.92
08	Special Building Fund	\$1,348,216.84	\$7,383.69	(\$116,190.25)	\$1,239,410.28	(\$30,000.00)	\$1,209,410.28
Sub Total		\$10,373,343.67	\$495,475.94	(\$1,640,988.45)	\$9,227,831.16	(\$153,360.99)	\$9,074,470.17

Fund	Description	Beginning Balance	Revenue	Expenditure	Adjustments	Ending Balance
12	Activity Fund	\$385,966.31	\$1,113.79	(\$17,992.45)	\$0.00	\$369,087.65

McCook Public Schools

Voucher by Vendor Report

US BANK July 2023

Voucher Number	Vendor	Amount						
1 JUL	US Bank	\$1,184.41						
Invoice	Payment Vendor	PO Number	Invoice Date	Warrant Number	Item No.	Item Description	Account Code	Amount
HOL INN EXPRESS	US Bank	23-13142	06/16/2023	54714	1	Holiday Inn Express Hastings for G Norgaard for GNS mtgs	01-2-02320-00-580-0-000-10	\$224.08
SCARLET	US Bank	23-13129	06/03/2023	54706	1	Scarlet Hotel stay for Grant Norgaard for GNS Meetings	01-2-02320-00-580-0-000-10	\$131.92
APPL	US Bank	23-12997	06/10/2023	54706	1	3 Procreate Apps from the Apple App Store (VPP)	01-2-02580-00-650-0-000-85	\$38.97
MICHCO	US Bank	23-13033	06/13/2023	54706	1	Replacement Part Switch	01-2-02620-00-610-0-000-12	\$28.30
MICHCO	US Bank	23-13033	06/13/2023	54706	2	Shipping	01-2-02620-00-610-0-000-12	\$20.00
USA CLEAN BY	US Bank	23-13131	06/06/2023	54706	1	Hose assembly for floor cleaner from USA Clean	01-2-02620-00-610-2-001-12	\$69.91
KSC DIRECT	US Bank	23-13130	05/31/2023	54706	1	Head Gasket and top from Kelly Supply Company	01-2-02710-00-610-0-000-12	\$671.23
Sub Total								\$1,184.41

McCook School Board Report
August 14, 2023
Special Education Dept., John Hanson, Director

- 1) The 2023-24 Special Education Option Enrollment Resolution is complete...just waiting on tonight's board action. A new requirement from the state legislature is that we need to do next year's special education option enrollment resolution (2024-25) also. So this year, we will have to do two years worth, but next year will be back to just one year, but it will always be the upcoming year (one year ahead).
- 2) MPS has had to fill 11 vacant paraprofessional positions before the start of the school year. That is tied for the most we've ever had to fill. As of the writing of this board report on Tuesday, 8/8/2023, the principals and I have worked hard to fill seven of the eleven openings...with two more interviews scheduled for the afternoon of 8/8/2023. One of the 11 openings doesn't need to be filled until 9/1/2023 and it will be a part time long term sub position at the high school for an existing para that will be going on maternity leave.
- 3) Thank you to the board for approving the hire of an additional special education teacher at the high school at the June board meeting, and also Eustis-Farnam School board for letting Jill Patel out of her 2023-24 contract. It will definitely help with the high needs of the students at the high school. You can see the caseload numbers of the resource teachers at the high school is manageable now...if the position wasn't hired, they would be high numbers and high need, not a good combination.
- 4) Thank you to the following special education teachers for working at least some during the summer time providing services to infants, toddlers and children: Caitlin Holthus, Hayley Uerling, Michelle Dickes, Sharon Wordekemper, Tracy Flaska, Rachelle Kotschwar, Lynne Kinne, and numerous paraeducators.
- 5) On a personal note, I was proud of my son Mykuh Hanson, who did a nice job of singing the national anthem at the annual Administrator's Days Conference held at the Younes Conference Center in Kearney the last week of July, put on by the Nebraska Council of School Administrators.
- 6) McCook Community College is holding their first ever job fair on Wednesday, August 30th from 10-12. One of the principals and I will be attending in light of our revolving door of paraeducators the past couple of years, and we'll check it out.

MCCOOK ELEMENTARY

Board Report: August, 2023

Enrollments

Total: 432

Preschool AM: 16

Preschool PM: 16

Kindergarten: 111

1st Grade: 93

2nd Grade: 99

3rd Grade: 97

Bison Kids Club: 36

Curriculum

- New teacher welcome took place this past week. We are excited to welcome Laurel Schmidt, Lorri Grafel, Alexis Goodenberger, & Matt Weimers to our building.
- Ken Williams will be speaking to the staff on Aug. 10th. This will be well worth the time to hear his ideas.

General

- Many teachers have been in the building over the past few days. It's great to see the dedication of the staff to making a child's education so awesome.
- Thank you to Justin Malleck, Samantha League, & Kirstie Koch for all their hard work getting our building ready. It look terrific.
-

PTO News

- Playground equipment has been ordered. The installation date is projected to be late October. McCook Education Foundation has donated \$125,000 towards this project.

604 West 1st,
McCook, NE 69001
308-344-4400 Ex. 3



Principal: Joel Bednar
jbednar@mccookbison.org
Secretary: Kim Lyons
klyons@mccookbison.org
Counselor: Debbie Arp
debbie.arp@mccookbison.org

Central Elementary

- New Teacher Training is happening this week (two weeks ago when reading this). They come for 3 full days of onboarding we do internally. It's a balance of not overwhelming our new staff but also having them feel prepared.
 - We cover: Safety protocols, CPI training, ITIP training, MPS Lingo, Expectations, Vocabulary Strategies, Professional Learning Communities in depth, etc.
- Ken Williams is here on August 10. Ken is a very engaging speaker that I am very personally excited for our entire staff to hear him and how that impacts Central and the rest of the district.
- We've been scheduling several interviews for many para openings throughout the district.
- There have been many teachers here at Central coming in to get their rooms ready, learn about their students, and be prepared for school starting. I've seen a few at baseball games and other activities of their new students! This will help the school year be successful!

Curriculum:

- 6-12 ELA textbook adoption and 6-12 Science is this year! I will begin looking at materials once school is up and running in September.

Junior High Board Report

July 31, 2023

Chad Lyons, Principal

1. Mr. Lyons presented junior high career and college education students' experiences during the school year to the board of education.
2. Office staff assisted new students with registration and forwarding transcripts to schools.
3. Custodial and maintenance staff continue to prepare the building for the 2023-24 school year.
4. Enrollment- 6th- 94, 7th-111, 8th-108 =313 students

August 14th, 2023

SH Board Report

Senior High, Craig Dickes, Principal

2023-2024 Enrollment numbers as of 8-7: (These will change)

9th -117, 10th -132, 11th -110, 12th - 104. Total = 463

High School Registration days were held from August 7-11, from 7:00-2:00 and 4:00-7:00

Seniors August 7th

Juniors August 8th

Sophomores August 9th

Freshmen August 10th

Those not able to attend previously August 11th

Important Dates:

Open House August 16th, 6:00-7:00

Homecoming Dance Sept 16th

Color Day January 6th

Bison Days February 12-13

ACT March 26th

Pre-ACT March 27th

Prom April 20th

Graduation May 10th

Mrs. Janes's room sustained water damage again, we are working to fix it.

Our international teachers are here and settled, we will continue the process to support them.

Freshmen will be in attendance Tuesday, August 15th, everyone else will start on August 16th.

Monthly Business Manager Board of Education Report August 2023

Monthly Lunch #'s = 0 Meals served in July. (we need everyone to fill out Free and reduced forms)

Financial #'s = After 91.66%% of fiscal year = General Fund YTD Revenue is 98%, YTD Expense is 90%

Projects - Updates

The remodel of the Business/Supt office is complete.

The new concession stand/restroom storage facility is progressing. Weather delays have put us behind where we had hoped, but the building is erected and we are waiting for inside work and dirt work.

Echo Guard is about 75% done with the roof at the Senior high Gym

Concrete work at Central and Mccook elementary is ongoing.

We have plans to tear out and re-do the steps going into the band choir area on the West side of high school.

Upcoming Projects 2023-2024 RFP's

Route Bus for Special needs students

Federal/state Reports filed in June:

Food Services application has been filed with the NDE.

IDEA Grants has been filed with the NDE

Title Grant has been filed with the NDE

Summer School Has been filed with the NDE

Internal Budget work

Budget work for 23-24 has been ongoing

LB 243 Resolution to be discussed later in the meeting

We do not plan on being involved in the postcard meeting

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. ***Introduction:*** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. ***Terms Defined:***

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy 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 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, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "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 School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. ***Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Duties of Architect and/or Engineer for the Project:*** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services

shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) 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 include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
 - (1) A description of the Construction Manager's project team and organization of such team;
 - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
 - (3) A description of the limitations, if any, on expenses to be reimbursed;
 - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
 - (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement 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.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall 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 pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. **Referral to Selection Committee:** In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. **Make-up of Selection Committee:** The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A 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.

C. **Members No Pecuniary Interest:** 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.

D. **Evaluation Criterion:** The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) 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:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. **Determination of Evaluation Criteria Percentage Values:** The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection 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 selection committee shall appoint a board member or district employee to keep the minutes of the selection 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 selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall 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. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk 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. If the School District is unable to negotiate a satisfactory Construction Manager at Risk 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.

C. **Requirement of Execution of Written Contract:** No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. **Filing of Construction Manager at Risk Contract:** The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. **Unsuccessful Negotiations with Construction Manager Candidates:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk 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 Request for Proposals process.

F. **Modification of Construction Manager at Risk Contract:** 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.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:***

A. **Protest Relation to Solicitation:**

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: [Insert Date]

StudentsStudent 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 from the administrative staff 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 than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
 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. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
 2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
 3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
 4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
 5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or

engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who 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.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (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 that shows an inappropriate amount of bare skin or underwear 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.
 - b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
 - c. 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).
 - d. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
 - e. Clothing or jewelry that is gang related.

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 Principal or another member of the administration. 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 may be assigned to in-school suspension for the remainder of the day. 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, 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 or Artificial Intelligence: Having another person or artificial intelligence 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.
 - (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 use any electronic devices during class 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, unless otherwise permitted by the classroom teacher.
 - (2) Students may be permitted to possess and use electronic devices before school hours, at passing time, 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.

i. Specific school buildings may have more restrictive rules further limiting student possession and use of electronic devices. These restrictions can be found in the student handbook or obtained from the building principal.

(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, 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 are not given restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students are expected to bring all books and necessary materials to class. This includes study halls.
3. Assignments for all classes are due as assigned by the teacher.
4. Students are not to operate the mini-blinds or the windows.
5. Students are to be in their seats and ready for class on the tardy bell.
6. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.

7. 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.
8. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
9. Snow handling is prohibited.

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

Date of Adoption: 8-14-2023

RESOLUTION - POLICY 5006

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution - policy 5006, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption _____ of _____ the _____ above _____ Resolution:

The following members voted against the same: _____.

The following members were absent or not voting: _____.

The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, 20__.

McCOOK PUBLIC SCHOOLS

By: _____
President

Attest: _____
Secretary

Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Option Enrollment Resolution policy for the current school year. The McCook Public Schools Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	120	111	9
First	120	93	27
Second	120	99	21
Third	120	97	23
Building Capacity	480	400	80
Fourth	120	81	39
Fifth	120	107	13
Building Capacity, Elementary	240	188	52
Sixth	140	94	46
Seventh	140	112	28
Eighth	140	108	32
Building Capacity, Jr. High Attendance Center	420	314	106
Ninth	150	116	34
Tenth	150	132	18
Eleventh	150	108	42
Twelfth	150	102	48
Building Capacity, Sr. High School Attendance Center	600	458	142

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

The following is Appendix “1” to Option Enrollment Resolution policy for the following school year. The McCook Public Schools Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	120	100	20
First	120	111	9
Second	120	93	27
Third	120	99	21
Building Capacity	480	403	77
Fourth	120	97	23
Fifth	120	81	39
Building Capacity, Elementary	240	188	62
Sixth	120	107	13
Seventh	140	94	46
Eighth	140	112	28
Building Capacity, Jr. High Attendance Center	420	313	107
Ninth	140	123	32
Tenth	150	116	34
Eleventh	150	132	18
Twelfth	150	108	42
Building Capacity, Sr. High School Attendance Center	600	479	121

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. **Introduction:** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. **Terms Defined:**

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy 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 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, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "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 School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. **Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. **Duties of Architect and/or Engineer for the Project:** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services

shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) 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 include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
 - (1) A description of the Construction Manager's project team and organization of such team;
 - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
 - (3) A description of the limitations, if any, on expenses to be reimbursed;
 - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
 - (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement 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.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall 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 pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. **Referral to Selection Committee:** In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. **Make-up of Selection Committee:** The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A 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.

C. **Members No Pecuniary Interest:** 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.

D. **Evaluation Criterion:** The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) 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:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. **Determination of Evaluation Criteria Percentage Values:** The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection 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 selection committee shall appoint a board member or district employee to keep the minutes of the selection 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 selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall 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. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk 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. If the School District is unable to negotiate a satisfactory Construction Manager at Risk 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.

C. **Requirement of Execution of Written Contract:** No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. **Filing of Construction Manager at Risk Contract:** The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. **Unsuccessful Negotiations with Construction Manager Candidates:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk 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 Request for Proposals process.

F. **Modification of Construction Manager at Risk Contract:** 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.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:***

A. **Protest Relation to Solicitation:**

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: [Insert Date]

PARENTAL INVOLVEMENT IN THE SCHOOLS

Involvement in Schools

The McCook Public School District hereby finds and declares: That parental involvement is a key factor in the education of children; that parents need to be informed of educational practices affecting their children; and that the school district should foster and facilitate, to the extent appropriate, parental information about, and involvement in, the education of their children. Along these lines:

1. Textbooks, tests, and other curriculum materials used in this school district are, and shall be, available for review by parents at school upon request. Since textbooks, tests, and other curriculum materials constantly change, and may be discarded when no longer needed by the school district, parents wishing to review such items must govern their requests accordingly.
2. Parents wishing to attend and monitor courses, assemblies, counseling sessions, and other instructional activities must obtain prior approval of and from the proper teacher, counselor, or administrator, or they will be asked to leave. Parents attending or monitoring courses, assemblies, counseling sessions, and other instructional activities with prior approval who, by their conduct or presence interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
3. The school district will excuse students from testing, classroom instruction, and other school experiences, upon parental request, only under circumstances required by law. Parental requests must be in writing and submitted to the proper teacher and administrator a reasonable time prior to the testing, classroom instruction, or other school experience, and must be accompanied by written proof, acceptable to the school district, that the action is required by law. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, and as a part of, the granting of any parent request.
4. Parents and others will be provided access to records of students according to law (e.g., Family Education Rights & Privacy Act, 20 U.S.C. §123g or §79-4, 157, R.R.S., et seq.).

PARENTAL INVOLVEMENT IN THE SCHOOLS

Involvement in Schools (cont.)

5. To assure proper measurement of educational progress and achievement, testing shall occur in this district. District staff shall determine appropriate methods of testing and frequency of occurrence.

6. Participation in surveys of students shall occur in this district from time to time when determined appropriate by district staff for educational purposes. Notification to parents will be made prior to a survey being taken. Parents may remove students from such surveys only under circumstances required by law. Parental requests must be in writing and submitted to the proper teacher and administrator a reasonable time prior to the survey, and must be accompanied by written proof, acceptable to the school district, that the action is required by law.

This policy is adopted following a public hearing to receive public comments and suggestions.

Legal Reference: Neb. Statute 79-530 to 533

Appendix "1" - UPDATED: August 14, 2023 Student Fees Policy of
MCCOOK PUBLIC SCHOOLS

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum)₂ or Specific Material Required
<u>Elementary Program</u>		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt. cost: \$6.80
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music -- Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any students. Refundable damage deposit of \$20.00 for use of school owned instrument.
classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.

Field Trips	Transportation and admission costs of field trips	None -- costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer School courses	Classes offered during the summer, or at night, if any	\$50 per class
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Five cents (.05) per page when charges apply
School Meals		<p>Breakfast</p> <p>Elementary = \$2.10</p> <p>Junior & Senior High = \$2.20</p> <p>Adults = \$2.80</p> <p>Lunch</p> <p>Elementary = \$3.10</p> <p>Central Elementary = \$3.20</p> <p>Junior & Senior High = \$3.35</p> <p>Adults = \$4.25</p> <p>Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.</p>
Secondary Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt. cost: \$6.80

Art and Shop classes and special projects	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes
Music -- Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Damage deposit of \$20.00 for use of school owned instrument.
classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None -- necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Advanced Math or science classes	Specialized calculators	Refundable damage deposit of \$25 per semester will be required for students who wish to use school calculators outside the classroom. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Five cents (.05) per page when charges apply

School Meals		<p>Breakfast Elementary = \$2.10 Junior & Senior High = \$2.20 Adults = \$2.80</p> <p>Lunch Elementary = \$3.10 Central Elementary = \$3.20 Junior & Senior High = \$3.35 Adults = \$4.25</p> <p>Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.</p>
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None -- Any postsecondary education costs are to be paid directly by students to the college.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during summer, or at night, if any	Drivers education class -- \$250 other classes -- \$50 per class
Locker usage	Use of school padlock	Refundable damage deposit of \$25 per year will be required for students who wish to use a school locker
Parking	Use of school parking lot during school day	\$20.00 per year. Students will be required to sign and display a parking permit.
Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Athletic Programs		
1. Admission	Spectator fees for admission to events	Up to \$6.00 per event. Students may purchase an Activity Ticket up to \$50.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.

2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic
3. Athletic participation fee	Fee to participate in athletic programs	In the event an athletic participation fee is charged, the fee will be \$50 per year maximum.
4, Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks, and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include: Select choir and add additional items.
	Others:	Softball: Glove Tennis: racquet Football: Mouth piece Golf: Bag and clubs Speech/Debate: Dress attire Swim/Dive: Swim suit Volleyball: Kneew pads and shorts Wrestling: Head gear Cheer and Dance: Shoes, approved uniforms (top & skirt, jacket) poms and other
5. Travel meals	Meals	Students are responsible for their own meals while traveling. Individual sports or activities may request students to pay up to \$50 per season to be used towards team travel meals.
6. Locker use	Padlock for gym locker	Refundable damage deposit of \$25 per season will be required

7. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps, and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
8. Athletic Clubs	Letterman's club and other clubs supporting the athletic program.	Annual dues not to exceed \$50.00 per club
9. Marching Band and Musical groups	Equipment and attire	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. Band T-shirts not to exceed \$10.00.
Clubs/Organizations	All Clubs that have a state or national affiliation or dues	Dues not to exceed \$50.00 per club.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	\$25.00 per event

<p>3. Class dues</p>		<p>Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.</p>
<p>4. Senior recognition assessment</p>	<p>Optional graduation activities</p>	<p>Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities.</p>

5. Trips	transportation, lodging, meals, admission to events, etc.	<p>Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.</p>
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StudentsStudent 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 from the administrative staff 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 than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
 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. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
 2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
 3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
 4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
 5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or

engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who 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.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (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 that shows an inappropriate amount of bare skin or underwear 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.
 - b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
 - c. 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).
 - d. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
 - e. Clothing or jewelry that is gang related.

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 Principal or another member of the administration. 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 may be assigned to in-school suspension for the remainder of the day. 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, 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 or Artificial Intelligence: Having another person or artificial intelligence 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.

(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 use any electronic devices during class 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, unless otherwise permitted by the classroom teacher.
 - (2) Students may be permitted to possess and use electronic devices before school hours, at passing time, 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.

i. Specific school buildings may have more restrictive rules further limiting student possession and use of electronic devices. These restrictions can be found in the student handbook or obtained from the building principal.

(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, 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 are not given restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students are expected to bring all books and necessary materials to class. This includes study halls.
3. Assignments for all classes are due as assigned by the teacher.
4. Students are not to operate the mini-blinds or the windows.
5. Students are to be in their seats and ready for class on the tardy bell.
6. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.

7. 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.
8. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
9. Snow handling is prohibited.

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

Date of Adoption: 8-14-2023

Student 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 in collaboration with the county attorney for the District's principal office location, is an attempt to address the problem of absenteeism. This policy shall include a provision indicating how the District and the county attorney will handle cases in which absences are due to documented illness that makes attendance impossible or impracticable

The Superintendent shall designate an attendance officer. The attendance officer will investigate the report of any child who may be in violation of the state's compulsory attendance statutes.

If any student has accumulated a total of five excused and unexcused absences per quarter or the hourly equivalent of five absences, the school shall render all services in its power to compel the student's attendance. These services shall include the following:

1. A meeting or meetings between the school attendance officer, school social worker (or school principal or a member of the school administrative staff, if the school has no social worker), the student's parent/guardian and the student (if necessary) to solve the absenteeism problem.
2. The District shall also implement a collaborative plan addressing barriers to student attendance after ten absences or the hourly equivalent thereof.
3. Educational evaluation to assist in determining the specific condition(s) contributing to the absenteeism problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
4. Investigation of the problem by a school social worker (or principal or administrative staff member) to identify conditions contributing to the absenteeism problem. If services for the student and student's family are determined to be needed, the investigator shall meet with the parent/guardian and child to discuss any referral to appropriate agencies to remedy the conditions.
5. Educational counseling to explore curriculum changes such as alternative educational programs to solve the absenteeism problem.

If the student is absent more than twenty days per year, or the hourly equivalent, the attendance officer may file a report with the county attorney of the county in which such person resides when absences are not due to a verified illness.

It shall be within the discretion of the Principal to determine if disciplinary action is necessary. 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 on a monthly basis to the Commissioner of Education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or absenteeism of a student; referral of a student to the office of the county attorney for absenteeism; or contacting of law enforcement officials other than school resource officers by the District relative to a student enrolled in the District.

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 absenteeism.

Legal Reference: Neb. Statute 79-208 and 209
 NDE Rule 10.012.01B

Cross Reference: 411.03 Truancy Officer
 505 Student Discipline
 506 Student Activities
 507 Student Records

Approved 9-9-2019 Reviewed _____ Revised __9-9-2019_____