

Board of Education Regular Meeting

Monday, July 10, 2023 6:00 PM

1. Call to Order

2. Flag Salute

3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

4. Roll Call

4.1. - Excuse Absent Board Members

5. Approval of Agenda

Motion to Approve the agenda as presented. This motion, made by Cole Brodine and seconded by JC Ourada, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

7. Consent Agenda

Motion to Approve Consent Agenda. This motion, made by Morgan Fouts and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

7.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

Be Kind

Be Respectful

Be Responsible

Be Trustworthy

Be Accountable

Be Honest

and Give Great Effort.

7.2. Minutes

7.3. Claims

7.4. Treasurer's Report

7.5. Policy Review - these policies have been reviewed by the Policy Committee and no changes have been made.

8. Information Items

8.1. Kent Cordes will give an update on the elementary construction project.

8.2. Policy 3036 Purchasing (Credit) Card Program

8.3. Spartan Roofing Claim

8.4. Handbooks

9. Action Items

9.1. Policy 3036 Purchasing (Credit) Card Program

Make a motion to approve Policy 3036 Purchasing (Credit) Card Program as presented. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.2. Spartan Roofing Claim

Make a motion to approve Spartan Roofing's claim for payment. This motion, made by Cole Brodine and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.3. Pre K and K-12 Handbooks

Make a motion to approve PK and K-12 handbooks as presented. This motion, made by JC Ourada and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

10. Reports

10.1. Superintendent's Report

1. Transition

2. Staffing Shortage

3. Budget

11. Next Regular Board Meeting

August 14, 2023 at 6:00 p.m. in room 810 of the high school.

12. Adjournment

Board of Education Regular Meeting

Wednesday, June 14, 2023 5:00 PM

1. Call to Order

Meeting was called to order by Alicia Beavers @ 5:00 PM

2. Flag Salute

3. Open Meeting Act

3.1. The "Open Meetings Act" has been duly posted at the front of the room. It has also been advertised in the Beacon-Observer Newspaper ahead of time.

4. Roll Call

All Present

4.1. - Excuse Absent Board Members

5. Approval of Agenda Motion to approve the agenda as presented. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

6. Citizens Comments

The purpose of public participation is not to provide an opportunity for the board to act upon matters concerning the public, but instead, it is a forum for the public to provide information and be heard by the members of the board. To acknowledge the purpose of public participation, the chair may wish to recognize the public comment received during this portion of the agenda, while emphasizing the board will not respond and/or act pertaining to matters brought before the board.

Elm Creek Resident-Janet Reichert spoke about the Districts 2022 state rating.

7. Consent Agenda Motion to Approve the Consent Agenda. This motion, made by Morgan Fouts and seconded by Cole Brodine, Passed.

JC Ourada: Abstain (With Conflict), Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea

7.1. Elm Creek Public Schools Mission Statement:

At Elm Creek Public Schools we will:

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Be Accountable

Be Honest
and Give Great Effort.

7.2. Minutes

7.3. Claims

7.4. Treasurer's Report

7.5.

Policy Review for the following:

4019 Workplace Injury Prevention

4030 Evaluation of Certified Employees

4048 Assessment Administration and Security

5054 Student Bullying

5057 Title I Family Engagement

6004 Curriculum Development

6020 Multicultural Education

8. Information Items

8.1. Kent Cordes will provide an update for the Elementary Construction Project.

Kent reported some good news they received our switch gear and we now have electricity in the building. They are starting on finishes now that they have it climate controlled. The Ephus is done everywhere but the Northside.

8.2. Handbooks

Elementary and MS/HS

Discussed a few minor changes to the Student Handbook.

8.3. Student Fees and Lunch Prices

Policy 5045

Adult Breakfast and Lunch Prices will change to 2.50 for breakfast and \$4.00 for lunches.

9. Action Items

9.1. Student Fees and Lunch Prices

Policy 5045 Make a motion to approve Policy 5045 Preschool fee is \$800.00 as well as the posted lunch prices for students and adults. This motion, made by Lynette Mitchell and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.2. Assign Tom Moore as the Chief Financial Advisor for Elm Creek Public Schools. Make a motion to name Tom Moore as the Chief Financial Officer for Elm Creek Schools. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

9.3. Designate Mrs. Linda Johns and Mr. Tom Moore with the authority to sign checks and receipts as representatives of the board. Make a motion to designate Mrs. Linda Johns and Mr. Tom Moore with the authority to sign checks and receipts as representatives of the board. This motion, made by JC Ourada and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

10. Approve Miller and Associates as the engineering firm overseeing and designing the track project. Make a motion to accept Miller and Associates as the engineering firm designing and overseeing the track project. This motion, made by Cole Brodine and seconded by Hannah Hild, Passed.

Alicia Beavers: Yea, Cole Brodine: Yea, Morgan Fouts: Yea, Hannah Hild: Yea, Lynette Mitchell: Yea, JC Ourada: Yea

11. Next Regular Board Meeting

July 10th @ 6 PM

12. Adjournment

Adjourned @ 5:22 PM by Alicia Beavers

Checking Account ID: GENERAL

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
19389	07/10/2023				ANDERSONB	ANDERSON BROS.	5,179.95
19390	07/10/2023				BEACONO	BEACON OBSERVER	26.00
19391	07/10/2023				BLACKHILLS	BLACK HILLS ENERGY	338.95
19392	07/10/2023				BLICKART	BLICK ART MATERIALS	4,464.62
19393	07/10/2023				BUFFALOOUT	BUFFALO OUTDOOR POWER LLC	43.18
19394	07/10/2023				BURNSJ	JENN BURNS	500.00
19395	07/10/2023				CENTURY	CENTURYLINK	434.73
19396	07/10/2023				CONSTRUC	CONSTRUCTION RENTAL KEARNEY	882.26
19397	07/10/2023				EAKESOFF	EAKES OFFICE PRODUCTS	6,531.99
19398	07/10/2023				ECOLAB	ECOLAB PEST ELIMINATION	76.69
19399	07/10/2023				ENGINEER	ENGINEERED CONTROLS	618.00
19400	07/10/2023				ESUCOORD	ESU COORDINATING COUNCIL	657.90
19401	07/10/2023				FLORELL	ROBIN & KELLY FLORELL	850.00
19402	07/10/2023				FOSTERC	CURT FOSTER	100.00
19403	07/10/2023				FOSTFAM	FOSTER'S FAMILY FOODS	91.41
19404	07/10/2023				FRONTLINE	FRONTLINE	4,363.81
19405	07/10/2023				FUNFUNC	FUN AND FUNCTION LLC	145.21
19406	07/10/2023				HOMETOWN	HOMETOWN LEASING	1,320.00
19407	07/10/2023				IMAGINE	IMAGINE LEARNING LLC	4,850.00
19408	07/10/2023				IXLLEARN	IXL LEARNING	4,813.00
19409	07/10/2023				JENSENPUB	JENSEN PUBLISHING INC	26.00
19410	07/10/2023				PEPPERJW	JW PEPPER	113.97
19411	07/10/2023				KSBSCHOOL	KSB SCHOOL LAW, PC LLO	230.00
19412	07/10/2023				LABSD	DARCIE LABS	6.39
19413	07/10/2023				LOCKMOBILE	THE LOCKMOBILE	841.00
19414	07/10/2023				LONGK	KATHY LONG	285.00
19415	07/10/2023				MARQUEZB	BRANDON MARQUEZ	212.35
19416	07/10/2023				LINWELD	MATHESON TRI GAS	129.72
19417	07/10/2023				MENARD430	MENARDS - KEARNEY	2,026.97
19418	07/10/2023				MIDAMERB	MIDAMERICA BOOKS	279.94
19419	07/10/2023				NASCO	NASCO	324.75
19420	07/10/2023				NCSA	NE COUNCIL OF SCHOOL ADM	1,320.00
19421	07/10/2023				NPPD	NEBRASKA PUBLIC POWER DISTRICT	4,717.16
19422	07/10/2023				ONESOURCE	ONESOURCE	34.00
19423	07/10/2023				PAYFLEX	PAYFLEX SYSTEMS USA	150.00
19424	07/10/2023				PERMA	PERMA-BOUND	555.83
19425	07/10/2023				POWERSCH	POWERSCHOOL GROUP LLC	5,581.55
19426	07/10/2023				PRIMES	PRIME SECURED	551.61
19427	07/10/2023				STATENE	STATE OF NEBRASKA	306.14
19428	07/10/2023				TEACHPAY	TEACHER SYNERGY, LLC	522.99
19429	07/10/2023				OKEEFELE	TK ELEVATOR CORPORATION	347.46
19430	07/10/2023				BIGRED	UNIVERSITY OF NE-LINCOLN	55.00
19431	07/10/2023				VEXROBOTIC	VEX ROBOTICS, INC	11,206.86
19432	07/10/2023				VILLAGEE	VILLAGE OF ELM CREEK	857.70
19433	07/10/2023				VILLAGEU	VILLAGE UNIFORM	10.00
19434	07/10/2023				WEXBANK	WEX BANK	935.85
19435	07/10/2023				WOODWARDS	WOODWARDS DISPOSAL SERVICE	30.00
Check Type Total:		Check			Void Total:	0.00	Total without Voids: 67,945.94
Checking Account Total:		GENERAL			Void Total:	0.00	Total without Voids: 67,945.94
Grand Total:					Void Total:	0.00	Total without Voids: 67,945.94

Checking Account ID: BUILDING

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
10017	07/03/2023				BDCONST	BD CONSTRUCTION	312,400.42
Check Type Total:			Check			Void Total: 0.00	Total without Voids: 312,400.42
Checking Account Total:			BUILDING			Void Total: 0.00	Total without Voids: 312,400.42
Grand Total:						Void Total: 0.00	Total without Voids: 312,400.42



BD Construction, Inc. / Kearney
 P.O. Box 726 / 209 E 6th Street
 Kearney, NE 68848

Invoice Date
 06-08-2023

Customer ID
 5009

Invoice ID
 799986

Draw ID
 ESSER - 3

Work Order

To:

Elm Creek Public Schools
 230 E Calkins Avve
 Elm Creek, NE 68836

Job Location:

Elm Creek Public Schools
 Elm Creek, NE

Equipment and Materials for ESSER 3 funds for HVAC upgrades for Gym, Band and Training Areas:

Bid Alt #1 - Gym Air Conditioning (includes CU-1, roof curb, cooling coil, new fan motor & refrigerant piping)	57,906.92
ERV-3	126,956.00
Needlepoint Bipolar Ionization Air Purification System	<u>13,062.00</u>
Subtotal	197,924.92
Fee	3,859.54

Amount Billed \$201,784.46
 Total Tax

Retainage Held

06-18-2023

\$201,784.46



BD Construction, Inc. / Kearney
P.O. Box 726 / 209 E 6th Street
Kearney, NE 68848

Invoice Date
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ESSER - 3

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230 E Calkins Ave
Elm Creek, NE 68836

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Total Tax

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06-18-2023

\$201,784.46



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 P.O. Box 726 / 209 E 6th Street
 Kearney, NE 68848

Invoice Date
 06-08-2023

Customer ID
 5009

Invoice ID
 799985

Draw ID
 ESSER-2

Work Order

To:

Elm Creek Public Schools
 230 E Calkins Ave
 Elm Creek, NE 68836

Job Location:

Elm Creek, NE

Equipment & Materials for ESSER 2 funds for chair lift and associated vestibule:

Lift Equipment	25,165.00
Electrical	2,700.00
Concrete for Foundations & Floors	1,500.00
Structural Steel	5,000.00
Masonry	8,918.00
Concrete Reinforcement	511.56
Wood Blocking / Parapet	550.94
Roofing Insulation / Membrane / Flashing	5,000.00
Drywall	2,500.00
Doors & Hardware	5,800.00
Acoustical Ceiling	560.00
Fire Sprinkler	125.00
Paint	500.00
Flooring	500.00
Subtotal	59,330.50
Fee	1,156.95

Amount Billed \$60,487.45
 Total Tax

Retainage Held

06-18-2023

\$60,487.45



BD Construction, Inc. / Kearney
 P.O. Box 726 / 209 E 6th Street
 Kearney, NE 68848

Invoice Date
 06-08-2023

Customer ID
 5009

Invoice ID
 799985

Draw ID
 ESSER-2

Work Order

To:

Elm Creek Public Schools
 230 E Calkins Ave
 Elm Creek, NE 68836

Job Location:

Elm Creek, NE

Equipment & Materials for ESSER 2 funds for chair lift and associated vestibule:

Lift Equipment	25,165.00
Electrical	2,700.00
Concrete for Foundations & Floors	1,500.00
Structural Steel	5,000.00
Masonry	8,918.00
Concrete Reinforcement	511.56
Wood Blocking / Parapet	550.94
Roofing Insulation / Membrane / Flashing	5,000.00
Drywall	2,500.00
Doors & Hardware	5,800.00
Acoustical Ceiling	560.00
Fire Sprinkler	125.00
Paint	500.00
Flooring	500.00
Subtotal	59,330.50
Fee	1,156.95

Amount Billed \$60,487.45
 Total Tax

Retainage Held

06-18-2023

\$60,487.45

B | D construction

Elm Creek Public Schools
230 East Calkins Avenue
Elm Creek, NE 68836

Invoice 799987
 Draw 13
 Date 6/8/23
 Customer 5009
 Billing Thru: 5/31/2023

Contract: 21-02-025 School Addition and Renovation

Contract Recap:

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	62,536.66
Construction to Date	\$	11,488,894.95
Total Completed to Date	\$	8,286,930.40
Retainage	\$	(700,479.73)
Total Earned Less Retainage	\$	7,586,450.67
Less Previous Billings	\$	(7,274,050.25)
Less ESSER 2 Invoice	\$	(60,487.45)
Less ESSER 3 Invoice	\$	(201,784.46)
AMOUNT DUE THIS INVOICE	\$	50,128.51

Net 10 Days

CSI Division	Description	Quantity	Rate	Amount
01 General Requirements				
01-3100.40	Incidental Const Services			
	Leadman	21.5	\$ 75.00	\$ 1,612.50
	1	1	\$ 92.50	\$ 92.50
	Laborer	61.5	\$ 55.00	\$ 3,382.50
	1	1	\$ 68.50	\$ 68.50
	Other Misc Costs			\$ 35.54
01-3100.50	Plan Documents			\$ -
01-3113.10	Sr. Accounting	3	\$ 75.00	\$ 225.00
01-3113.20	Accounting	8.5	\$ 70.00	\$ 595.00
01-3113.30	Construction Op Director	0	\$ 120.00	\$ -
01-3113.44	Field Operations Director	2	\$ 120.00	\$ 240.00
01-3113-45	Project Engineer	0	\$ 150.00	\$ -
01-3113.50	Project Manager	32	\$ 85.00	\$ 2,720.00
		4	\$ 105.00	\$ 420.00
01-3113.55	Assistant Project Manager	5	\$ 70.00	\$ 350.00
01-3113.60	Superintendent	153	\$ 90.00	\$ 13,770.00
01-3113.70	Safety			\$ -
01-3113.80	Project Executive	0	\$ 155.00	\$ -
01-5100.99	Temporary Utilities			\$ 74.49
01-5133.10	Temporary Telephone			\$ -
01-5136.10	Temporary Drinking Water			\$ 34.18
01-5219.10	Sanitary Facilities			\$ 372.10
01-7419.10	Refuse Collection & Disposal			\$ 812.80
01-7423.10	Final Cleaning			\$ -
	Other Misc Costs			\$ -
TOTAL GENERAL REQUIREMENTS				\$ 24,805.11

02 Demolition				
02-4100.99	Demolition	Subcontractor	\$	4,516.90
TOTAL DEMOLITION			\$	4,516.90

03 Concrete				
03-3053.10	Backfill	Materials	\$	1,654.80
03-3500.99	Concrete Specialty Finish	Materials	\$	-
		Materials	\$	3,903.90
			\$	-
TOTAL CONCRETE			\$	5,558.70

06 Carpentry				
06-1000.10	Carpentry	Subcontractor	\$	16,113.00
TOTAL CARPENTRY			\$	16,113.00

07 Thermal & Moisture Protection				
07-5400.99	Membrane Roofing	Subcontractor	\$	22,826.90
TOTAL THERMAL & MOISTURE PROTECTION			\$	22,826.90

08 Openings				
08-1000.20	Metal Doors	Material	\$	27,335.00
TOTAL OPENINGS			\$	27,335.00

09 Finishes				
09-5100-10	Acoustical Ceiling Systems	Subcontractor	\$	5,000.00
09-6000.99	Flooring	Subcontractor	\$	5,625.00
TOTAL FINISHES			\$	10,625.00

22 Plumbing				
22-0100.99	Plumbing	Subcontractor	\$	132,545.92
TOTAL PLUMBING			\$	132,545.92

26 Electrical				
26-0500.99	Electrical	Subcontractor	\$	72,772.00
TOTAL ELECTRICAL			\$	72,772.00

70 OTHER USER DEFINED							
70-1000.20	Equipment Fuel		\$				290.27
70-1000.99	Mileage	Week of 05/01/23 - BD33	150	\$0.655	\$		98.25
		BD9	37	\$0.655	\$		24.24
		Week of 05/08/23 - BD33	150	\$0.655	\$		98.25
		Week of 05/15/23 - BD33	150	\$0.655	\$		98.25
		Week of 05/22/23 - BD33	150	\$0.655	\$		98.25

70-1100.99	Estimating Adjustment		\$	-
70-7000.99	Equipment		\$	-
		<u>BD Equipment</u>		
	Office Trailer (mo)	1	\$700.00	\$ 700.00
	Storage Trailer (mo)	1	\$160.00	\$ 160.00
	Skid Steer (mo)	1	\$1,395.00	\$ 1,395.00
	Fork Lift (mo)	1	\$2,400.00	\$ 2,400.00
	Dumpster (mo)	1	\$250.00	\$ 250.00
	Manlift (mo)	0	\$1,390.00	\$ -
	TOTAL OTHER USER DEFINED		\$	5,612.51

INVOICE SUB TOTAL	\$	322,711.04
CONTRACTOR FEE	\$	6,131.51
TOTAL COMPLETED TO DATE	\$	328,842.55
RETAINAGE	\$	(16,442.13)
BOND	\$	-
TOTAL AMOUNT DUE	\$	312,400.42
LESS ESSER 2 INVOICE	\$	(60,487.45)
LESS ESSER 3 INVOICE	\$	(201,784.46)
AMOUNT DUE THIS INVOICE	\$	50,128.51

Contract Summary:

Construction Budget	\$	11,426,358.29
Estimated Budget Change to Date	\$	62,536.66
Construction to Date	\$	11,488,894.95
Invoiced Amount	\$	8,286,930.40
Remaining Amount	\$	3,201,964.55
Billed Percent		72%
RETAINAGE Balance	\$	700,479.73

Approved By:

Name: Kent Cordes
 Kent Cordes, Project Manager

Date: 6/8/2023

Name: Linette Butler

Date: 6/8/2023

Name: 
 Wilkins ADP

Date: 6/14/2023

Thank you for choosing BD Construction, Inc./Kearney

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR JULY 10, 2023
JUNE FINANCIALS

GENERAL FUND - ACCT NO. 137766

BALANCE JUNE 1, 2023		\$ 1,515,111.83
RECEIPTS		
	BUFFALO COUNTY - TAXES	\$ 201,578.29
	CENTRAL VALLEY SCHOOLS	\$ 2,260.00
	Dawson County	\$ 8,635.93
	ESU 10 (CONTRACTED SERVICES PAY)	\$ 1,625.00
	KACF - MAP TEST MINI GRANT	\$ 244.61
	MCGRAW HILL - REIMBURSEMENT	\$ 1,008.07
	PHELPS COUNTY	\$ 43,127.21
	STATE - MIPS	\$ 4,442.07
	STATE - SPED SCHOOL AGE	\$ 29,975.00
	STATE OF NEBRASKA - AID	\$ 61,263.00
	VILLAGE OF EC	\$ 400.00
	<hr/>	
	TOTAL RECEIPTS	\$ 354,559.18
AVAILABLE BALANCE		\$ 1,869,671.01
DISBURSEMENTS:		
	BILLS PAID JUNE 14, 2023	\$ 103,850.16
	Payroll	\$ 306,041.85
	CREDIT CARD	\$ 18,218.33
		\$ -
	<hr/>	
	TOTAL DISBURSEMENTS	\$ 428,110.34
	 BALANCE JUNE 30, 2023	 \$ 1,441,560.67

DEPRECIATION FUND - ACCT NO 14832

ACCT 14832	BALANCE JUNE 1, 2023	\$ 269,399.55
	INTEREST	\$ 33.59
	BALANCE JUNE 30, 2023	<hr/> \$ 269,433.14
CD 31722	BALANCE JUNE 1, 2023	\$ 506,488.66
	INTEREST	\$ -
	TRANSFER FROM GENERAL FUNDS	\$ -
	BALANCE JUNE 30, 2023	<hr/> \$ 506,488.66
	 DEPRECIATION BALANCE JUNE 30, 2023	 \$ 775,921.80

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR JULY 10, 2023
JUNE FINANCIALS

UNEMPLOYMENT CD #2232

BALANCE JUNE 1, 2023	\$	11,478.17
INTEREST	\$	8.64
BALANCE JUNE 30, 2023	\$	11,486.81

BUILDING FUND

BALANCE JUNE 1, 2023	\$	201,754.62
SORINEX EXERCISE EQUIPMENT (WT ROOM)	\$	(32,382.00)
BUFFALO COUNTY	\$	8,524.16
DAWSON COUNTY	\$	419.04
RECEIPTS - PHELPS COUNTY	\$	2,062.91
INTEREST	\$	321.37
BALANCE JUNE 30, 2023	\$	180,700.10

BOND FUND (OPENED 01/01/2023)

BALANCE JUNE 1, 2023	\$	512,256.56
RECEIPTS- BUFFALO	\$	36,907.61
RECEIPTS-DAWSON CO	\$	1,812.03
PHELPS COUNTY	\$	7,246.03
BOK FINANCIAL - BOND PAYMENT	\$	(118,141.25)
BALANCE JUNE 30, 2023	\$	440,080.98

ELEM CONSTRUCTION (NLAF)

BALANCE JUNE 1, 2023	\$	1,157.08
BD CONSTRUCTION	\$	-
DIV REINVESTMENT	\$	4.58
BALANCE JUNE 30, 2023	\$	1,161.66

ELEM CONSTRUCTION (FIRSTIER)

BALANCE JUNE 1, 2023	\$	4,081,934.42
INTEREST FOR JUNE	\$	9,877.66
WILKINS ARCHITECTURE DESIGN	\$	-
BD CONSTRUCTION	\$	-
BALANCE JUNE 30, 2023	\$	4,091,812.08

SWEEP SAVINGS ACCOUNT

BALANCE JUNE 1, 2023	\$	116,774.82
EARNED INTEREST ON ACCOUNT	\$	10,856.13
INTEREST TRANSFER FROM CONSTRUCTION ACCT	\$	14.49
BALANCE JUNE 30, 2023	\$	127,645.44

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR JULY 10, 2023
JUNE FINANCIALS

LUNCH FUND

BALANCE JUNE 1, 2023 \$ 45,528.71

RECEIPTS

LUNCH SALES	\$	4,387.24
EFUND PAYMENTS	\$	173.85
Federal Reimbursement Breakfast	\$	1,920.28
Federal Reimbursement Lunch	\$	6,695.25
State Reimbursement Lunch	\$	427.90
State Reimbursement Breakfast	\$	36.55
SSO LUNCH-S4	\$	-
SSO LUNCH-S11	\$	-
SSO BREAKFAST	\$	-
SUPPLY CHAINS ASSISTANCE FUNDS	\$	-
TOTAL RECEIPTS	\$	13,641.07
AVAILABLE BALANCE	\$	59,169.78

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	12,445.38
Credit Card User Payment Fees	\$	5.98
Supplies	\$	623.94
Miscellaneous (Reimbursements, Bank Fees)	\$	445.20
Payroll	\$	3,111.15
TOTAL DISBURSEMENTS	\$	16,631.65
BALANCE JUNE 30, 2023	\$	42,538.13

JULY BILLS AS OF JUNE 30

BERNARD	\$	-
CASHWA	\$	1,415.03
FOSTERS	\$	-
HILAND (MILK)	\$	-
JULY PAYROLL (ESTIMATE)	\$	3,000.00
US FOODS	\$	-
VILLAGE UNIFORM (TOWELS ETC)	\$	-
	\$	4,415.03

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
 FOR JULY 10, 2023
 JUNE FINANCIALS

ACTIVITY FUND (CURRENT CASH BALANCE SUMMARY)

	BALANCE JUNE 1, 2023	\$	46,832.15
RECEIPTS	ATHLETICS & ACTIVITIES	\$	1,852.25
	CLUB & CLASS ACCOUNTS	\$	10,770.58
	DISTRICT ACTIVITIES	\$	3,111.52
	FUNDRAISING	\$	10,000.00
	TRANSFER FROM GENERAL	\$	-
	TOTAL RECEIPTS	\$	25,734.35
EXPENSES	ATHLETICS & ACTIVITIES	\$	6,077.46
	CLUB & CLASS ACCOUNTS	\$	8,398.44
	DISTRICT ACTIVITIES	\$	4,811.84
	FUNDRAISING	\$	-
	TOTAL EXPENSES	\$	19,287.74
	BALANCE JUNE 30, 2023	\$	53,278.76

Cash Flow Report

School District #9
7/3/2023

Processing Month

6/2023

Page: 1
User ID: LKJ

FUND NI Account		BEGINNING CASH	REVENUES	EXPENSES	ENDING CASH
01	GENERAL FUND	531,672.21	5,067,932.30	(4,158,043.84)	1,441,560.67
02	DEPRECIATION	305,890.55	126.59	(36,584.00)	269,433.14
02	DEPRECIATION CD	500,000.00	6,488.66	-	506,488.66
03	EMPLOYEE BENEFIT	11,435.23	51.58	-	11,486.81
05	ACTIVITY FUND	42,623.01	322,551.14	(311,895.39)	53,278.76
06	NUTRITION FUND	50,136.37	201,293.70	(208,885.96)	42,544.11
07	BOND FUND	371,118.16	864,269.49	(795,306.67)	440,080.98
08	BUILDING FUND	205,163.26	182,918.84	(207,382.00)	180,700.10
08	EL BLDG FUND-NLAF	1,310,786.65	19,897.74	(1,329,522.73)	1,161.66
08	EL BLDG FUND-FIRSTIER	9,000,000.00	137,495.58	(5,045,683.50)	4,091,812.08
08	EL SWEEP ACCT (INTEREST)	-	127,645.31	-	127,645.31
		12,328,825.44	6,930,670.93	(12,093,304.09)	7,166,192.28

3025
Returned and Outstanding Checks

Returned Checks. Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check plus a \$30.00 returned check charge. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

Outstanding Checks. The superintendent will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the superintendent or his or her designee to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

**3026
Handbooks**

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

3027

Resolution of Conflicts Between Parents Over School Issues

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

1) Obtaining Records and Conferring with Teachers.

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

2) Accessing a Child at School/Picking Up a Child.

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3028
Sex Offenders

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

The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district shall notify staff members, parents, and students of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

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

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

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3029
Distribution of Flyers Advertising Non-School Organization Activities

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

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3030 Automatic External Defibrillator (AED) Program

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

1. Equipment

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

2. Program Coordinator

a. The School District's AED Program Coordinator is the schools designated Medication Aid personnel.

b. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
- Select employees for AED training
- Arrange for appropriate training of anticipated users at least annually

- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

3. Medical Oversight

- a. The medical advisor of the AED program is James Nelson, MD.
- b. The medical advisor has ongoing responsibility for:
 - Providing medical direction for use of AEDs
 - Writing a prescription for AEDs
 - Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardiopulmonary resuscitation
 - Evaluation of post-event review forms and digital files downloaded from the AED

4. Volunteer Responders

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3031
Students Electing to Attend School in Adjoining State

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exception to this policy only upon a showing by the student’s family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district’s financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

3032
Copying Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first 5 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; .25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

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

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.
- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- The actual added cost shall not include any charge for the existing salary or pay obligation to public officers or employees for the first four hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first four hours.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 5 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

[The following text is extremely faint and illegible due to low contrast and blurring. It appears to be a list of items or a table of contents.]

3033

Lending Textbooks to Children Enrolled in Private Schools

The school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and

guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

Adopted on: December 14, 2020 _____
Revised on: _____
Reviewed on: July 10, 2023

3034
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Adopted on: December 14, 2020 _____
Revised on: _____
Reviewed on: July 10, 2023

3035

Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. The following is the administrative chain of command working from the lowest level on the chain upward.

Student Discipline:	1. Classroom Teacher 2. Principal 3. Superintendent
Instruction or Curriculum:	1. Teacher 2. Principal 3. Superintendent
Transportation:	1. Bus Driver 2. Principal 3. Superintendent
Facilities, Grounds, or Maintenance:	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
Policy or Handbook:	1. Principal 2. Superintendent
Athletics:	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
Personnel:	1. Employee in question 2. Principal 3. Superintendent
All Other Matters	1. Building Principal 2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain

of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

3036

Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day will be at the discretion of the superintendent.

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and the district's business manager shall conduct independent reviews of credit card expenses, or a sample thereof, on an as-needed basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board treasurer, prior to each regular meeting, with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: December 14, 2020 _____

Revised on: July 10, 2023

Reviewed on: _____

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Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

Threat Assessment and Response

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

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

3. Threat Assessment Team

The threat assessment team (team) shall consist of first responders, various staff members, and administration. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work

closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

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

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to

those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

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

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3040
School Safety and Security

1. In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

I. General Safety and Security

a. NDE Rubric

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

b. School Hours

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decides that the student needs to be absent, this absence will be excused.

c. Access to School Facilities

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief

for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

c. Annual Safety Audits

The Superintendent will arrange for the performance of annual safety audits using an external consultant utilizing

the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

b. Visitor Protocol.

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by the crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: Reviewed on: July 10, 2023

Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Elm Creek Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
 - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
 - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

- (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information may be secured having a bearing on the selection **(up to twenty percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
 - A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
 - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then

undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.

- D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
- E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.

- F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
 - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the

outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3043
Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Elm Creek Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and

any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

Procedures. The District shall follow the procedures below in connection with any DB Contract.

1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.

- A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a

design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;
 - (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The

Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.

- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.

- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.

- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered pre qualified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or

not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:

- (1)** The identity of the school district for which the project will be built and will execute the Design-Build Contract;
- (2)** A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
- (3)** The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- (4)** A project statement which contains information about the scope and nature of the project;
- (5)** Project Performance Criteria;
- (6)** Budget parameters for the project;
- (7)** Any bonds or insurance required by law or as may be additionally required by the District;
- (8)** The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9)** A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10)** A requirement that the Design-Builder agree to the following conditions:

- (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and
- (11) Other information the District chooses to require.
- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:

- (1) Published in a newspaper of general circulation within the District;
- (2) Filed with the Department; and
- (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

- A.** Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B.** All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C.** Proposals may be withdrawn at any time prior to acceptance.
- D.** The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

- A.** The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B.** The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.

C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and

- (7) Such other information may be secured having a bearing on the selection **(up to twenty percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution.

Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.

A. Definitions.

- (1)** Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
- (2)** Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1)** The name and address of the interested party;
- (2)** Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3)** A detailed statement of reasons for the protest;
- (4)** Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5)** The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

- C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

- D. **Board Appeal Procedures.** Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of

education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

8. **Refinements and Changes.** A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

9. **Projects Excluded.** The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3044

Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent

permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

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Revised on: _____

Reviewed on: July 10, 2023

3045
Use of Sniffer Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine providers will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.

6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.

3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: December 14, 2020 _____

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3046 Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

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

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

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

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

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

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

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

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

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

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

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

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and

- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

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

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

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

III. THERAPY ANIMALS

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

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

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

Request. An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3047
Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

II. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

- a. Computing devices purchased by the district,
- b. Software that is installed on district devices,
- c. Staff members with access to district devices,
- d. Staff members with active usernames and passwords for any district software.

III. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

IV. Incident Response Plan

a. Assessment and Investigation

- i. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

- ii. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.
- iii. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

b. Notification of Affected Individuals

- i. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
- ii. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

c. Notification of Law Enforcement and Outside Organizations

- i. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
- ii. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
- iii. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

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3048 Communicable Disease

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

Communicable Diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities.

A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

Infection and Exposure Control Procedures/Universal Precautions.

The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's

condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Staff Training. Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

Reporting. School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

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3049

Drones and Unmanned Aircraft

Drones, Unmanned Aircraft Systems, and any other such vehicles ("drones"), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system's operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

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3050
Technology in the Classroom

I. In General

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

II. Devices

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

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

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

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

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

III. Applications

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

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

C. Staff-Selected Applications.

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

staff members who are selecting and deploying applications in the classroom.

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3051

Opioid Overdose Prevention and Response

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

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

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

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

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

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

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

administration. Once trained, staff members shall review the DHHS standing order and applicable naloxone administration protocols as needed.

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

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3052 Leasing Personal Property

Leases of Personal Property by the District

Applicability of this policy.

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

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

General Leasing Policy

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

Leasing Procedures

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$10,000, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

Relations with Vendors

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

Lease of District-Owned Personal Property to Others

C. Personal Property Valued at No More Than \$25,000

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$25,000 is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 4 days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

D. Personal Property Valued in Excess of \$25,000

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$25,000 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

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3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: December 14, 2020

Revised on: _____

Reviewed on: July 10, 2023

3054
Law Enforcement Unit

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates each building principal to act as the district's Law Enforcement Unit.

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

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

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

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

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

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

Adopted on: December 14, 2020 _____
Revised on: _____

3055 School Resource Officers

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

Employer. The SRO or security guard are employees of the law enforcement agency or security agency.

Required Training. Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Prosecution Referral Records. The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

Parent or Guardian Notification. School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The

advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

Referral to Law Enforcement for Prosecution. The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

Restraint and Seclusion. The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

Complaint Process. Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

3056 Guest Speakers

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

Classroom or School-Sponsored Activity Guest Speakers. Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least 4 days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least 4 days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.

9. Remain with the speaker and students to facilitate and monitor the discussion.
10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least 4 days prior to the proposed appearance and the speaker submitted materials upon receipt.

Request Consideration. The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 5 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

Other Requirements. The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: December 14, 2020 _____

Revised on: _____

Reviewed on: July 10, 2023

3057
Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

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

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - 2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with

whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. **Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. Specific Prohibitions. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the

decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. Administrative Leave. Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. General Response Not Conditioned on Formal Complaint. With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

5.1.1. Equitable Treatment. The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. Objective Evaluation. This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process; not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

- 5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
- 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly

send written notice of the dismissal and an explanation of that action simultaneously to the parties.

- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. Consolidation of Formal Complaints. The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will:

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

- 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of

the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. Grounds for Appeal. Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. Informal Resolution. The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

- 5.9.1.1. The allegations;
- 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

- 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document

the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a

report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed and addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by

10.1.2. this section.

10.1.3. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name

or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

3036

Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day will be at the discretion of the superintendent.

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and the district's business manager shall conduct independent reviews of credit card expenses, or a sample thereof, on an as-needed basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board treasurer, prior to each regular meeting, with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: December 14, 2020 _____

Revised on: July 10, 2023

Reviewed on: _____



312 West Hwy 30 - Elm Creek Ne 68836
 108 West 1st St - Ogallala Ne 69153
 1701 Broadway - Yankton Sd 57078

Statement Date: 7/3/2023

Account Number:

SpartanCommercialRoofingUSA.com

Contract Amount

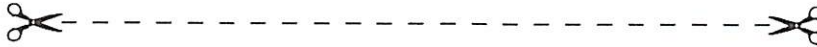
Account Balance \$38,086.00

Date Received	Amount Received	Contract No.	Customer PO	Amount
12/2/22	17,500.00			\$20,586.00

Total: \$20,586.00

*ALL ACCOUNTS DUE AND PAYABLE THE 10TH OF THE MONTH FOLLOWING
 DATE OF FINAL BILL. FINANCE CHARGE COMPUTED AT 1.50% PER MONTH
 (18% PER YEAR) OF REMAINING BALANCES*

Thank you for choosing Spartan Commercial Roofing. We appreciate your business!



Please detach and include this portion with your payment

Account Number	Statement Date

Account Balance: 1st Payment

Unless otherwise indicated all payments are due the 15th of the following month.

Amount Enclosed:

A monthly service fee of 1.5% will be assessed on all past due items.

Please disregard if already paid

For billing inquiries please call:
 833-255-1423
 or email: spartanroofing.info@gmail.com

Remit To:
 Spartan Commercial Roofing
 312 W Hwy 30
 Elm Creek, NE 68836

Elm Creek Public Schools Little Buffs Preschool Handbook 2023-2024



Love **BLUE**,
Live **GOLD!**

In compliance with Title II of the Educational Amendments of 1976; Title VI of the Civil Rights Act of 1972; Section 504 of the Rehabilitation Act of 1978; and all other Federal, State, School rules, laws, regulations, and policies, the Buffalo County School District No. 9 shall not discriminate on the basis of sex, age, race, color, national origin, religion, or handicap in the educational programs of activities, which it operates.

Specified complaints of alleged discrimination should be referred to:
Title IX Coordinator

Section 504 Coordinator – Mrs. Doris Anderson

Elm Creek Public Schools
230 Calkins Street
P.O. Box #490
Elm Creek, Nebraska 68836

**Elm Creek “Little Buffs” Preschool
Parent/Student Handbook: 2023 - 2024 School Year**

Intent of Handbook:

This handbook provides information unique to the Little Buffs Preschool and is supplemental to the Elm Creek Elementary Handbook.

Members of the Board of Education:

Mrs. Alicia Beavers Mrs. Lynette Mitchell Mr. Cole Bordine
Mr. Morgan Fouts Mr. JC Ourada Mrs. Hannah Hild

Preschool Staff

Name	Position	Email Address
Mrs. Terah Williams	PK-6 Principal	terah.williams@elmcreekschools.org
Mrs. Jessica Sullivan	Preschool Teacher	jessica.sullivan@elmcreekschools.org
Mrs. Kari Wells	Preschool Paraprofessional	kari.wells@elmcreekschools.org
Mrs. Lacey Bouc	Special Education	lacey.bouc@elmcreekschools.org
Mrs. Cindy Carlton	Speech Pathologist	cindy.carlton@elmcreekschools.org
Mrs. Doris Anderson	School Psychologist	doris.andersonl@elmcreekschools.org

District Mission Statement:

The Elm Creek School District uses a whole child approach to help all young people become productive and engaged citizens. Our students will be problem solvers and creative thinkers and able to make positive choices about their education, future, and the community.

Enrollment

The Little Buffs Preschool is open to children based upon the following criteria: (Students with greatest priority are listed first)

1. District 4 year old students with an IEP or IFSP
2. District 4 year old students
3. District 3 year old students with an IEP or IFSP
4. Out of District 4 year old students
5. District 3 year old students
6. Out of District 3 year old students

Any child who turns 5 (five) years of age prior to August 1st of that school year will not be eligible to attend the Little Buffs Preschool.

Elm Creek Public Schools Calendar

2023-2024 School Year

	Open House
	PreSchool Start and End Dates
	Parent /Teacher Conference
	School Event, No School
	Vacation - No School
	First Day of the Quarter
	Last day of the Quarter
	New Teachers Report
	Teacher Work Day
	Graduation
	Last Day for Seniors
	JH/HS In session/No School Elementary

Elementary, Junior High & High School	
Monday - Friday 8:00am - 3:25pm	

Pre School	
Monday - Thursday AM 7:45am - 11:15am	
Monday - Thursday PM 11:50am - 3:25pm	

Student Days		Teacher Days	
Qtr 1	43	Qtr 1	47 <small>1COMP DAY PTC</small>
Qtr 2	45	Qtr 2	48
Sem 1	88	Sem 1	94
Qtr 3	44	Qtr 3	47 <small>1COMP DAY PTC</small>
Qtr 4	38	Qtr 4	42
Sem 2	82	Sem 2	88
Total	170	Total	184

Love **BLUE.**
Live **GOLD.**



August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

16 S / 18 T

- August 7 New Teacher Work Day
- August 8 & 9 No School Teacher Work Day
- August 9 Open House 5-6:30 PM
- August 10 First Day of School/First Quarter
- August 16 First Day of PreSchool

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

19 S / 20 T

- September 4 No School Labor Day
- September 13 PTC 4:30-8:30
- September 20 PTC 4:30-8:30
- September 21 JH/HS In Session/No School-Elementary
- September 22 No School-Teacher Work Day

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 S / 20 T

- October 11 End of First Quarter
- October 12-13 No School
- October 16 Start of 2nd Quarter

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

18 S / 20 T

- November 6 No School-Teacher Work Day
- November 22 No School-Teacher Work Day
- November 23 & 24 Thanksgiving Break

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15 S / 16 T

- December 22 No School-Teacher Work Day
- December 23-27 NSAA Mortitorium
- December 22-31 Winter Break

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	24	26	27
28	29	30	31			

17 S / 19 T

- January 1-7 Winter Break
- January 4 & 5 No School-Teacher Work Day
- January 8 First Day of Quarter 3
- January 12 No School-Wrestling Invite

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

18 S / 19 T

- February 7 PTC 4:30-8:30
- February 21 PTC 4:30-8:30
- February 15 No School-Teacher Work Day
- February 16-19 No School

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 S / 18 T

- March 1 No School
- March 8 No School
- March 15 Last Day of 3rd Q/March 18 First Day of 4th Q
- March 28 No School-Teacher Work Day
- March 29 No School

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21 S / 21 T

- April 1 No School

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
27	28	29	30	31		

9 S / 11 T

- May 3 -No School Track Invite

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

The intent of the Little Buffs Preschool is to give all students within the Elm Creek School District the opportunity to gain social and educational skills that help prepare them to be successful upon entering Kindergarten. Students residing within the boundaries of Elm Creek Public Schools will be given priority over students whose domicile is within a different school district. Should space be available within the maximum capacity of the Little Buffs Preschool, after all district students are placed, non-resident students may be accepted into the program up to the limit permitted. Our capacity is 20 students in the morning session and 20 students in the afternoon session. The morning session is for 3 year olds and the afternoon is for 4 year olds planning to attend Kindergarten the following year. **Resident 3 and 4 year old children automatically qualify for the Little Buffs Preschool should they have a verified handicapping condition associated with an Individualized Education Plan (IEP or IFSP).**

Due to changing demographics within the Elm Creek Public Schools, preschool eligibility will be re-evaluated on a continual basis. Should it become necessary to remove students from the Little Buffs Preschool program to accommodate new qualifying resident children, the following criteria will be considered:

- 1 Residency within the district**
- 2. At risk factors associated with the student**
- 3. Age of student (youngest to oldest)**

Notice of removal will be sent to the affected parent(s)/guardian(s) 14 days in advance of removal so that there will be time to make other arrangements for their child(ren).

We encourage parents to fill out and return the enrollment form as soon as possible for the following school year. The enrollment form is on our website and available in our main office.

Preschool Format

Play is critical for children at this age to develop and learn. We will have a 1-hour block of playtime and 30 minutes of outside playtime. Children that are at preschool age are developing social skills and learning academic skills through play. Through social interaction with their peers, they are developing problem-solving skills, they are learning to be empathetic towards others, they are gaining self-confidence, and learning how to be cooperative. As a public program, we are required to “Include exploratory play during a majority of the daily schedule.” And also to “Provide at least one outdoor play period (weather permitting) daily.” We will also have small groups and large group time where we teach academic and social skills.

Attendance

Regular attendance is expected of all students on days that school is in session. The School Year Calendar is available on the school website. Preschool will begin one week after the K-12 students begin in August, due to mandatory home visits. The last day of preschool will be communicated to parents, as it will be determined due to the number of hours needed to be in session and the necessity to facilitate the end of the year home visits.

Morning Session	7:45 am - 11:15 am.
Afternoon Session	11:50 am - 3:25 pm.

Planned Absences

Parents who know in advance that a student will be absent must call the school (308) 856-4300 or send a written note at the earliest possible date. Parents should make every attempt to schedule medical and other appointments after school hours when possible. Parents should contact the school secretary or the teacher directly if a child is going to be absent from school.

Absences due to Illness

If your child is ill, please call the school as soon as possible. If your child becomes ill at school, the school will contact parents or emergency contacts if parents are unable to answer the call. If your child is running a fever they must stay home. They will need to be fever free for 24 hours before returning to school. Please call the school to notify them that the child will be out of school due to the fever from the previous day.

Clothing and Attire

Students will be going outside every day as long as the weather permits. Therefore good sneakers, or shoes they can move around in easily are best. Students do go outside when it is very cold. The preschool playground is sheltered nicely from the wind. If it is above 10 degrees (wind chill factored in) students will go outside. Make sure that your child is dressed for cold weather. Please send mittens or gloves, hats, and coats when it is cold.

Child Custody

In most cases when parents are divorced, both Mom and Dad continue to have equal rights where their children are concerned. If you have a court order that limits the rights of one parent in matters such as custody, please bring a copy to the office. Unless your court order is on file with us, we must provide equal rights to both parents.

Food Service

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students. Please let us know if your child has any food allergies. Children who attend the morning session will eat first thing in the morning. The cost of this will be \$1.90. Children are allowed to bring a breakfast with them, they will still be able to purchase milk if they bring their own breakfast. The afternoon session will eat shortly after arrival. The cost of this meal is \$3.05. Children are allowed to bring a lunch with them, they will still be able to purchase milk if they do not eat the school lunch. Each session will also have a daily snack that will be provided by the school.

Birthday/Special Treats

Birthday/special treats are not allowed to be brought to school.

Notice of Non-Discrimination

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Drop-off Procedures

Morning preschool begins at 7:45 am. Unless arrangements have been made, students should not arrive before 7:45 am. Preschool students should enter through the South side of the Elementary building. The doors will be opened by the preschool teacher or paraprofessional at 7:45 am. There is no supervision of children before this time. PLEASE DO NOT HAVE THEM GO TO THE GYM WITH THE ELEMENTARY STUDENTS! ONLY YOU AND YOUR CHILD ARE TO ENTER THOSE DOORS. IF YOU HAVE OTHER STUDENTS WITH YOU THEY NEED TO ENTER THROUGH THE MAIN SCHOOL ENTRANCE. IF YOU ARRIVE LATE YOU WILL NEED TO ENTER THROUGH THE MAIN SCHOOL ENTRANCE.

Afternoon preschool begins at 11:50 am. Preschool students should enter through the South side of the Elementary building. The doors will be opened by the preschool teacher or paraprofessional at 11:50 am. There is no supervision of children before this time.

Dismissal Procedures

Morning preschool dismisses at 11:15 and afternoon preschool dismisses at 3:25. We will dismiss students at the same south doors that you drop your child off at. If you are running late, please notify the school. Your child may be taken to the office to wait if you are late.

Website

The handbook for the school, the school calendars, and lots of other information can be found on the school website <https://sites.google.com/elmcreekschools.org/ecbuffs/district>

Preschool Payment:

The fee will be \$800.00 for the 2023-2024 school year. In order to make things as seamless as possible we want you to choose how you will pay. Please fill out a Free/Reduced Lunch Application. If you qualify we will notify you and at that time we will change your payment arrangements.

Below are your options:

Tuition	Fee	This is the best plan for our family
Full Year Due before 9/5/2023	\$800	
Semester Due 9/5/2023 and 1/5/2024	\$400	
Monthly Due 9/5/2023 through 4/5/2024	\$100	
*Reduced Year Due before 9/5/2023	\$400	Must Qualify for Reduced Lunches
*Reduced Semester Due 9/5/2023 and 1/5/2024	\$200	Must Qualify for Reduced Lunches
*Reduced Monthly Due 9/5/2023 through 4/5/2024	\$50	Must Qualify for Reduced Lunches
*Free	0	Must Qualify for Free Lunches

* Fill out the Free and Reduced Lunch form to see if you qualify.

All payment options are due by the 5th of the month. I agree to pay as stated above. If something changes, I will notify the office about payment arrangements or to switch to a different payment plan.

Parent Signature:

Date:

**RECEIPT OF 2023-2024 PARENT-STUDENT
LITTLE BUFF PRESCHOOL HANDBOOK**

This signed receipt acknowledges receipt of the 2022-2023 Parent-Student Handbook of Elm Creek Little Buff Preschool. This receipt acknowledges that it is understood that the handbook contains student conduct, discipline rules, and a parent /school compact. The undersigned, as student, agrees to follow such conduct, discipline rules, and a parent /school compact. This receipt also serves to acknowledge that it is understood that the District’s policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used to responding to harassment or discrimination. The Handbook is located on the school website (elmcreekschools.org) The handbook is available in the school outside of the preschool room. A link will be sent to all parents as well.

Drug-Free Schools Statement: RECEIPT SHALL ALSO SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING ELM CREEK ELEMENTARY SCHOOL HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO THE SAFE AND DRUG-FREE SCHOOLS LAW AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND THE POSSESSION, USE, OR DISTRIBUTION OF ALCOHOL OR TOBACCO ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS.

Parent or Legal Guardian’s Signature: _____ Date: _____

Return to: **Preschool School Teacher**

ELM CREEK PUBLIC SCHOOLS

Elm Creek, Nebraska



ELM CREEK

Est. 1872

2023-2024

STUDENT - PARENT HANDBOOK

Elm Creek Public Schools
230 East Calkins Ave
Elm Creek, NE 68836
PHONE: 308-856-4300
FAX: 308-865-4907
WEBSITE: www.elmcreekschools.org

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WELCOME

Dear Students and Parents/Guardians,

On behalf of the faculty, administration, and board of education, we welcome you to another school year. We are looking forward to helping your children reach their learning potential and achieve their educational goals in the upcoming year.

Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education.

There are several forms at the end of this handbook that you must read, sign, and return no later than **Friday, August 19, 2023.**

This handbook contains information of value to every student and parent. It contains explanations of school regulations and procedures necessary for our school to run smoothly and efficiently. If you are ever in doubt about what is the right thing to do, ask a classroom teacher or speak to the building principals.

Sincerely,

Terah Williams
Pk-6 Principal

Brandon Marquez
7-12 Principal and Activities Director

Mission Statement: At Elm Creek Schools we will: Be Kind, Be Respectful, Be Responsible, Be Trustworthy, Be Accountable, Be Honest, and Give Great Effort. We will Love **Blue**, Live **Gold**.

Intent of Handbook

This handbook is intended to be used by students, parents, and staff as a guide to the rules, procedures, and general information about this school district. Students and their parents must become familiar with the handbook, and parents should use it as a resource and assist their children in following the rules contained in it. The use of the word “parents” refers to any adult who has the responsibility for making education-related decisions about a child, including, but not limited to biological parents, adoptive parents, legal guardians, and adults acting in loco parentis.

Although the information in this handbook is detailed and specific on many topics, it is not intended to be all-encompassing or to cover every situation and circumstance that may arise during a school day or school year. This handbook does not create a “contract” with parents, students, or staff, and the administration may make decisions and rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based on the applicable school district policies, and state and federal statutes and regulations.

Notice of Nondiscrimination

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age or in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

NAME: Tom Moore
 TITLE: Superintendent
 ADDRESS: 230 East Calkins Ave., Elm Creek, NE 68836
 TELEPHONE: 308-856-4300
 EMAIL: tom.moore@elmcreekschools.org

For further information on notice of non-discrimination, visit <https://ocrcas.ed.gov/contact-ocr> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

For additional prohibited discrimination and related information, please review school district Policy 3053 - Nondiscrimination.

Approach

The Elm Creek School District uses a whole child approach to help all young people become productive and engaged citizens. Our students will be problem solvers, creative thinkers, and be able to make positive choices about their education, future, and the community.

In order to develop good citizens and lifelong learners, we realize the importance of all aspects of our school: academic and co-curricular programs, as well as school climate and student services. In order to develop capable, responsible young adults who are prepared to aid in global changes, all of our school community members must be confident and resilient in the face of change. In order to develop the full potential of capable, responsible, lifelong learners, our students, staff, families, and community (law enforcement, social services, medical services and private business) need to cooperate fully to support these outcomes.

Mission Statement

Our Mission is to create an environment where staff and students work to:

Be kind, be respectful, be responsible, be trustworthy, be accountable, be honest, and give great effort.

Through this, we aim to:

educate all students based on high educational standards, support a safe environment that welcomes diversity and mutual respect among adults and students, prepare all students, in cooperation with staff, family and community, to be well-rounded contributing members of society.

Operating Principles

We embrace the following operating principles

As an educational community we know children learn when

- they are actively engaged in a variety of tasks including exploration, play, reading, research, conversation, and invention;
- they are in an environment where they feel safe and supported, where their physical, intellectual, emotional and social needs are met, and where they are not afraid to fail knowing they will be given more chances to succeed;
- they have a personal connection to or interest in what they are learning and can see how it applies in the world in which they live;
- they are encouraged to think for themselves, to reflect upon their work, to make appropriate choices and to build connections to prior learning;
- they receive ongoing feedback, see and share models of expected outcomes, feel competent and not overwhelmed, and are provided with time for monitored practice;
- they are exposed to a wide variety of learning experiences, materials, technologies, and environments.

In responding to how children learn, our classrooms will be...

- child centered, flexible learning environments with multiple resources and technologies, and full of displays of student work;
- learning communities where children feel respected, safe, and well-known;
- environments that enhance communication, collaboration, engagement and enjoyment;
- flexible, but with established routines and shared norms, and a balance of learning activities;
- comfortable places for students to ask questions, learn to make choices, and engage in both individual and group work;
- utilizing authentic and performance assessments in order to modify and adapt instruction and reporting student progress to parents in ways that are easily understood and reflect student development;
- inviting parents, family members, and our communities as they too are valued resources in the learning process.

To support such classrooms, our schools will be...

- filled with the voices of kids and where their natural excitement and curiosity is nurtured and accepted;
- places where teachers are encouraged to collaborate and are provided time to do so, hold consistent beliefs on how children learn and share a collective responsibility for the welfare of all students;
- exemplified by a climate of mutual respect and trust among all community members, focused on positive behavior as opposed to punishment;
- flexible in terms of age-grouping, schedules, classrooms, and curriculum, all based on student needs;
- focused on the whole-child, her/his physical, intellectual, emotional and social well-being;
- filled with exhibitions of student work and activities in all areas with regular times for school-wide gatherings and celebrations;
- concerned with more than just test scores, knowing that every child is more than a test score;
- open and welcoming to all parents, encouraging their active involvement;
- supportive of teachers, providing focused professional development to help teachers create, develop, and expand child-centered, thought provoking and engaging classroom practices using a wide range of instructional strategies and educational technologies.

The district in support of these schools, is committed to...

- nurturing and encouraging a purposeful, common vision across our district through focused goals and action plans that allow for staff to do their work well;
- utilizing available resources and searching for additional resources to support this common vision as well as to provide appropriate staffing, teaching resources (including technology, texts, materials, and access to the world outside of school), and time for teachers to collaborate;
- listening to and responding to the needs of staff to carry out our shared visions;
- supporting the development of an infrastructure where teachers and students have access to current technologies, learning tools, and the world beyond the schools;
- encouraging and expecting that staff will take unique and flexible approaches to our shared goals and vision;
- providing a focused, district-wide professional development program consistent with our vision that is effective, meaningful, and sustainable;
- communicating with our community and with policy makers about our schools' programs, successes, and needs;
- supporting the economic and civic health of our community;
- communicating regularly with our educational community in ways that include all staff and provides the information necessary for collaborative decision making.

SECTION ONE

BASIC SCHOOL RULES AND GENERAL PRACTICES

Attendance

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when temporary illness or severe weather conditions make attendance impossible or impracticable.

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request that demonstrates that the student meets the district's legal criteria allowing for disenrollment to the superintendent using the applicable district form. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

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

Excused Absences

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

1. Physical or mental illness of the student or of a child whom the student is parenting (a physician's verification is required after four (4) consecutive days of absence for illness).
2. Severe weather
3. Medical appointments for the student or for a child whom the student is parenting
4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absences - Notification and Collaborative Plan Process

Excessive absenteeism refers to any student that is absent 5 days or more per 9 weeks period. Such absences shall be determined on a per class basis. ECHS may use excused and unexcused absences to calculate this total. The following procedures will act as a guide for Elm Creek High School to address excessive absenteeism.

1. Verbal (@ 3 days) or written (@ 5 days) communication by school officials with the person or persons who have legal or actual charge or control of the student.
2. One or more meetings between the school (school administrator/designee, and/or school counselor and/or social worker), the student, the student's parent/guardian when appropriate to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan/attendance contract to reduce barriers identified to improve regular attendance. The plan/contract shall consider, but not be limited to:
 - a. Illness related to physical or behavioral health of the child
 - b. Educational counseling
 - c. Educational evaluation
 - d. Referral to community agencies for economic services
 - e. Family or individual counseling
 - f. Assisting the family in working with other community services.
3. If the parent/guardian refuses to participate or attend such a meeting the principal shall place documentation of such refusal in the student's attendance records.

Reporting Excessive Absenteeism to the County Attorney

The School may report to the county attorney of the county in which the person resides when the school makes efforts to address excessive absences, the collaborative plan/contract to reduce barriers identified to improve regular attendance have not been successful, and the student has accumulated more than twenty (20) absences per year. The school will notify the student's family in writing prior to referring the child to the county attorney.

Credit Loss due to Absenteeism

Unless otherwise arranged and approved in advance, after three (3) days of absence during a term, a phone call discussing our attendance policy will be made to the parent and/or guardian. We will discuss any discrepancies and parent/guardian will be asked to provide any necessary absence documentation. When a student has exceeded five (5 Excused/Unexcused) absences during any Term, a letter will be sent home informing the student and his/her parents/guardians of the possible revocation of academic credits and possible need to provide documentation and/or setup an attendance review at the end of the term. This letter may coincide with a student conference and/or follow up phone call and/or meeting with the student and/or parents, in addition to any of the aforementioned interventions. The following terms and processes govern credit loss due to absenteeism:

Absences related to school activities, suspensions, court appearances, medical/legal documented appointments/absences, bad roads, two (2) college visits, school suspensions, Elm Creek state activity contests and any other reason contained in board policy are excluded from a student's absence total when considering revoking class credits.

At the end of the semester, students that have exceeded nine (9) or more Excused/Unexcused absences during the term will be sent a letter regarding the revocation of academic credits and procedures to request an attendance review and present documentation or information to support their contention that the individual situation deserves special consideration and that credit should not be lost. Failure to request a review within five (5) days will result in the student being denied credit in the designated classes.

An attendance committee appointed by the superintendent will review the circumstances during the review and determine whether or not to grant credit. Extraordinary or unusual circumstances, which may have caused a student to have an absence, may be presented to the committee, which may allow the student to earn credit despite his or her absence. The committee may consider such factors as: whether the reasons are contrary to the spirit of this policy; whether the student is failing in any class; whether the student has been a disruptive, undisciplined student, whether the student has repeatedly failed to comply with school rules and regulations; and /or other similar factors deemed appropriate by the committee.

Absences due to illness

The school district will contact parents if a student becomes ill at school. A student who is absent due to illness has two days for every day of absence to complete missed assignments.

Planned absences

Parents who know in advance that a student will be absent must call the school or send a written note at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, must complete any work required by the teacher before the absence. Parents should make every attempt to schedule medical and other appointments after school hours when possible.

Students are obligated to:

- 1) Complete all class work in advance for any absence that can be anticipated.
- 2) Attend school a full day before attending practice or participating in a scheduled student activity except in cases of family emergencies or pre arranged absences.
- 3) Check out of school at the office if leaving school during the school day.
- 4) Make up any and all work that is assigned by teachers as make-up work for the instructional time that has been missed.

Parents are obligated to:

- 1) Call the appropriate building office to inform the school of the reason for each absence.
- 2) Submit a doctor's statement, if requested, for each period of absence due to illness that exceeds five days.

Pregnant and Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities.

Bills

Students should pay bills for supplies, fines, shop materials, clothing orders, etc. in the school bookkeeper's office. Any check for these payments should be made out to Elm Creek Public Schools unless otherwise instructed. Pursuant to board policy, the district will assess an additional penalty of \$30 for any check returned from the bank for insufficient funds.

When students purchase items of significant value, such as class rings and letter jackets, they must make payment at the time of purchase or when the order is placed.

Books and Supplies

Students must take care of books and other supplies provided by the district. The school will assess fines for damage to books and school property.

Each classroom teacher will prepare a supply list for students at the beginning of the school year.

Breastfeeding and Lactation

In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public. The district will also provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

Students who wish or need to express breast milk on a regular schedule must work with school administrators to create a schedule that accommodates the student's needs while facilitating education to the maximum extent possible.

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Bullying

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both and will consider these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

Reporting Bullying

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations

School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Cafeteria Rules

1. All food must be consumed in the areas designated by the school.
2. After students have eaten, they must return trays to the kitchen. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray onto the correct container. Forks and spoons should be placed in the pan with water, NOT THROWN AWAY!
3. Students are to use proper manners including eating quietly.
4. Students may not throw food or other items.
5. Students should remain at their tables until they are dismissed.
6. Students must treat lunch personnel with respect.
7. Students who violate the above rules will be disciplined.

Cell Phones and Other Electronic Devices

Students may not use cell phones or other electronic devices while at school, except as permitted in this handbook.

Students may use cell phones or other electronic devices on the school sidewalks and in the common areas of the school before and after school, or during lunch time so long as they do not create a distraction or a disruption. Students may not use cell phones or other electronic devices while they are in locker rooms or restrooms or classrooms.

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The school district is not responsible for theft, loss, or damage of a cell phone or any calls made on a cell phone.

If a cell phone goes off in the classroom the student will be required to turn it into the office at the beginning of the school day. They can pick it back up for lunch but must return it at the end of lunch. They can then retrieve their cell phone at the end of the school day.

Students who violate this policy will have their cell phones or other electronic devices confiscated immediately. Consequences may include a 30 minute detention and will return the confiscated device(s) to the offending student at the conclusion of the detention. Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

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

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion.

Child Abuse and Neglect

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; or (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

Classroom Behavior

All students must:

- arrive to class on time;
- prepare for class with all necessary materials;
- be considerate of others;
- respond promptly to all directions of the teacher; and
- take care of school property and the property of others.

Teachers will establish classroom conduct rules that students must obey.

Closed Campus

Students may not leave the building without permission from the administration.

Communicable Diseases

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173 - Nebraska Health and Human Services/Control of Communicable Disease, [Chapter 3](#) of the Nebraska Administrative Code as a “best practice” guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child’s health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call (308) 856-4300.

Communicating with Parents

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student’s report card. Parents will also be notified of their student’s possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail or by personal contact. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student’s transfer when the district receives a written request signed by the student’s parent or guardian or upon being notified that the student has enrolled in another school.

Complaint Procedure

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

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District’s Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received the complaint.

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

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

6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.

- 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
- b) Strongly encourage the complainant to reduce his or her concerns to writing.
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
- d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation

The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities.

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

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

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

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

Bad Faith or Serial Filings.

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

Computer Network Use by Students

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

Student Expectations in the Use of the Internet

Acceptable Use

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

Unacceptable Use

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use email, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename, or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not falsify electronic mail messages or web pages.

Enforcement

Methods of Enforcement

1. The district monitors all Internet communications, Internet usage, and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
 - a. Loss of computer privileges;
 - b. Short-term suspension;
 - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
 - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

Protection of Students

Children's Online Privacy Protection Act (COPPA)

1. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
 - a. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Education About Appropriate On-Line Behavior

1. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
 - a. Staff will specifically educate students on
 - i. Appropriate interactions with other individuals on social networking websites and in chat rooms.
 - ii. Cyberbullying awareness and response.
2. The School District's technology coordinator shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy.

Conferences

Students' academic success has been closely linked to parental involvement in school. The school district has formal parent-teacher conferences one in the first 18 weeks and one in the second 18 weeks.

In addition to formal conferences, classroom teachers will communicate with parents as necessary. Parents are encouraged to communicate with their student's teacher or the building principal to discuss parental concerns, student needs or any other issue.

Copyright and Fair Use

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, review the school district's copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Damage to School Property

Students who damage school property either intentionally or unintentionally may be required to pay to replace or restore the property, at the discretion of the administration.

Dating Violence

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the Section 504 Coordinator: Jessica Edeal at (308)856-4300, jessica.edeal@elmcreekschools.org, or in person at the school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Brandon Marquez at (308) 856-4300, brandon.marquez@elmcreekschools.org 230 East Calkins Ave., Elm Creek, NE 68836 or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the building principal(s) at (308)856-4300 (phone number), or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code

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:

1. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
2. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
3. Clothing, jewelry, or accessories that advertises or promotes beer, alcohol, tobacco, illegal drugs, pornography, nudity, makes sexual references or carries lewd, indecent, or vulgar double meanings.
4. Clothing, jewelry, or accessories that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
5. Head-wear including hats, caps, bandanas, and scarves.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or calling home for proper apparel to be delivered. Continual violations of the dress code will result in more stringent disciplinary actions.

Driving and Parking Personal Vehicles

Students who drive privately owned motor vehicles to school must obey the following rules:

1. Students may not move their vehicles during the school day without the permission of the building principal or superintendent. Students will not be allowed to sit in or be around their vehicles during the school day, without administrative permission.
2. Students must drive with care to ensure the safety of the pedestrians. Students may not drive carelessly or with excessive speed.
3. By driving personal vehicles to school and parking on school grounds, students consent to having that vehicle searched by school officials when they have reasonable suspicion that such a search will reveal a violation of school rules.

Drug Free Schools

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Safe and Drug-Free Schools Parental Notice

If upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Education and Prevention

Elm Creek Public Schools intends to create a safe, secure environment in which its community of learners can work successfully and develop responsible, healthy behaviors. Prevention is the primary concern of all school and community personnel. Since alcohol, tobacco, and other drug use is illegal and interferes with both effective learning and a healthy development of the student, Elm Creek Public Schools has a fundamental legal and ethical obligation to prevent drug use and to maintain a drug-free educational environment.

Reporting Alcohol, Drug and Tobacco (Nicotine) Violations

Any school employee who believes a student at school has a controlled substance without a prescription for it, tobacco or nicotine product, alcohol, a look-alike drug or other substance prohibited by school rule or state law, must report the matter immediately to the administration. The administration shall investigate the matter. If the administrator determines there is reasonable cause to believe that a student at school has a drug prohibited by school rule or state law, they shall have the authority to conduct a search that shall include, but is not limited to, the student's locker, possessions, vehicle if on school property and person. Any item discovered in the search, which is unlawful or constitutes a violation of a school rule will be confiscated. Those items, which are unlawful to possess, shall be turned over to an appropriate law enforcement agency. As an alternative to searching the student's person, the administration may contact an appropriate law enforcement agency regarding the search.

Determining a Violation Has Occurred

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

FIRST OFFENSE

- The student shall be placed on a five (5) to nineteen (19) day out-of-school suspension, but shall be given the option of having the suspension reduced to a three (3) days of in-school suspension providing he/she undergoes an evaluation for substance abuse and follows those recommendations made by a certified substance abuse evaluator. Any evaluations are at the expense of the student and/or parent/guardian.
- If a student fails to follow treatment recommendations, he/she shall be required to complete the remainder of the five (5) to nineteen (19) day out-of-school suspension.
- Prior to readmission to school, the student along with his/her parents must meet with the Principal and/or Assistant Principal of the involved school.
- The involved student shall be ineligible to participate in any co-curricular activities for a period of 45 Days. If a student self-reports, the time frame is reduced to 21 days. This can be reduced by 80% of the time frame, including a minimum of 1 contest missed, if a student and his/her parent(s)/guardian(s) agree to participate in a school approved program for chemical dependency. The program must be administered by a certified counselor and approved by school authorities. Proof of successful completion must be submitted to the Activities Director. All costs associated with the program are borne by the students, parents, or guardians.

SECOND OFFENSE

- The student shall be placed on a five (5) to nineteen (19) day out-of-school suspension pending a recommendation for expulsion for the remainder of the current semester. Administration reserves the right to handle each situation on a case-by-case basis.
- The involved student shall be ineligible to participate in any co-curricular activities for a period of one (1) calendar year. If a student self-reports, the time frame is reduced to 90 days. This can be reduced by 80% of the time frame if a student and his/her parent(s)/guardian(s) agree to participate in a school approved program for chemical dependency. The program must be administered by a certified counselor and approved by school authorities. Proof of successful completion must be submitted to the Activities Director. All costs associated with the program are borne by the students, parents, or guardians.

Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations. All students are provided an age appropriate, developmentally based drug and alcohol education and prevention program. It shall be the policy of the District to require instruction at such grade level concerning the adverse effects resulting from the use of illicit drugs and alcohol. Such instruction shall be designed by affected classroom teachers or as otherwise directed by the Board to be appropriate to the age of the student exposed to such instruction. One of the primary objectives shall be the prevention of illicit drug and alcohol use by students. It shall further be the policy of the District to encourage the use of outside resource personnel such as law enforcement officers, medical personnel, and experts on the subject of drug and alcohol abuse, so that its economic, social, educational, and physiological consequences may be made known to the students of the District.

Emergency Contact Information

Parents must complete an emergency information form for each child enrolled in the district. The form should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes during the school year.

Evacuations

The school district will hold routine evacuation drills throughout the school year. Classroom teachers will provide students with detailed instructions on building evacuations.

Eye Exams

All students enrolling in kindergarten or transferring into the school district from out of state must undergo a visual examination by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, which consists of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity, except that no such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing. They must provide evidence of the vision examination within six months prior to entrance. The cost of such physical examination and visual evaluation shall be borne by the parent or guardian of each child who is examined.

Food Service Program

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students.

Breakfast

The school will serve breakfast daily from 7:30 a.m. until 7:50 a.m. Students who qualify for free or reduced-price lunch also qualifies for free or reduced-price breakfast. The school district charges students \$1.90 and adults \$2.25 for breakfast.

Lunch

Lunch prices depend on the federal funding that the program receives. Lunch for K-6 is \$3.05. Lunch for 7-12 lunch is \$3.20 for students and \$3.75 for adults.

Payment for Meals

Students are encouraged to pay for meals several weeks in advance. Payment should be made to the bookkeeper in the office.

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

Notice of Non-discrimination

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

Field Trips

Classes occasionally take field trips off school property for educational enrichment. A student's parent, or "caregiver" as that term is defined in the Nebraska Strengthening Families Act, must authorize a student to participate in a field trip by signing a permission slip and providing it to the school before the field trip. Students who have not completed classroom work on time may not be allowed to attend field trips. Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

First-Aid

First-aid items may only be used by school staff. Students who need first aid should ask for assistance from their classroom teacher or the nearest staff member.

Head Lice

Students found to have head lice, louse eggs, or nits will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice, louse eggs, or nits, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.

Students will not be permitted to return to school until the district finds that no live lice, eggs, or nits can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

The student cannot ride the school bus until the district has cleared the student to return to school.

Health Problems Limiting Activities

Parents who do not want their children to play outdoors or participate in physical education for health reasons must send a written request to school. If a student persistently requests to be excused from these activities, the building principal or classroom teacher may require a doctor's verification.

Parents should notify the principal or superintendent if their student has any special health problems such as diabetes, asthma, or the like.

Homeless Children and Youth

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is the High School Principal who may be contacted at (308)856-4300.

Illness or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital. Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

If a student has a temp over 100 degrees or has thrown up, they must stay home for 24 hours since their last vomit or 24 hours of being fever free without the aid of Tylenol or Ibuprofen. Pink Eye must be treated with Antibiotic Drops for 24 hours before a student can return to school.

Immunizations

All students must furnish one of the following to school officials:

- proof of adequate immunizations for mumps, measles, rubella; diphtheria, pertussis, tetanus; polio; and hepatitis B series; or
- a signed parental statement of refusal to provide the immunization history. Homeless students who are in need of immunizations will be referred to the homeless coordinator, who shall assist in obtaining necessary immunizations or medical records.

Provisional Enrollment. Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for sixty days without the necessary immunizations.

Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Lockers and Other School Property

The school district owns and exercises exclusive control over student lockers, desks, computer equipment, and other such property. Students should not expect privacy regarding usage of or items placed in or on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers, and other such property may be conducted at the discretion of the administration. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

Backpacks will be placed in lockers prior to the first period of the day. They will not be allowed in classrooms or used during the school day.

Lost and Found

All lost and found articles are to be taken to the main office. Students may claim lost articles there. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of the school year.

Medications

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures.

Prescription medication. (1) Parents/guardians must provide a physician's written authorization for the administration of the medication. (2) Parents/guardians must provide their own written permission for the administration of the medication. (3) The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

Non-prescription medication. (1) Parents/guardians must provide written permission for the administration of the medication. (2) The medication must be brought to the school in the manufacturer's container. (3) The container must be labeled with the child's name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during

school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician

Media Center

Students must check out materials from the librarian on duty. Each borrower is responsible for all books checked out in his/her name. A fine of five cents per day per book may be charged for overdue books. Each student is responsible for any fine that accumulated on a book charged to him/her. If a book is lost and not found by the end of the semester, the student must pay for it. Students must also pay for any damage they cause to library books.

Opting Out of Assessments

The Board of Education has adopted a policy on approval and denial of state and federal assessment opt-out requests, which is based on requirements in law. The policy can be requested by contacting the Superintendent of Schools at (308)856-4300.

Parental Involvement

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.
4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

Parties

Classes may have seasonal parties during the year. Parents shall communicate with their student's classroom teacher for the teacher's rules regarding birthday and holiday parties. All treats will be provided by our cafeteria staff.

Personal Items

The school provides the necessary equipment for classroom and school day activities. Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they have the prior permission of their classroom teacher or a school administrator. The school is not responsible for damaged or lost personal items or equipment.

Physical Exam

Students entering kindergarten and the seventh grade, and those entering school from another state, are statutorily required to show evidence that they have had a physical examination within six months prior to the date of entering school.

Pictures

The school district arranges for a photographer to be present at school in the fall to take class pictures. Parents will be notified of the date. Parents who want pictures of their students or of their student's class composite may purchase them directly from the photographer.

Playground Rules

Students must follow these rules to keep the playground safe when they are using the playground as part of the school day:

1. Students must obey the playground supervisor at all times.
2. Students may not enter the street/highway to retrieve a ball unless given permission by the playground supervisor.
3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited. Students may only play football on grassy areas.
5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and clothing.
6. Students must use the playground equipment properly and in a safe manner.
7. Students may not leave the playground once they have arrived at school.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention, and/or other consequences.

The school's playgrounds, equipment, and surrounding areas are generally not supervised. Staff will supervise students when the students are using these areas as part of the school day or as part of a school activity. At all other times and in all other circumstances, the school district does not provide supervision of its playgrounds, equipment, and surrounding areas.

Police Questioning and Apprehension

Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

Protection of Student Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

- a. Surveys Created by a Third Party
 - i. This section applies to every survey:
 1. that is created by a person or entity other than a district staff member or student;
 2. regardless of whether the student answering the questions can be identified; and
 3. regardless of the subject matter of the questions
 - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
 - i. Sensitive information shall include:
 1. Political affiliations or beliefs of the student or the student's parent(s)
 2. Mental or psychological problems of the student or the student's family;
 3. Sexual behavior or attitudes;

4. Illegal, anti-social, self-incriminating, or demeaning behavior;
 5. Critical appraisals of other individuals with whom respondents have close family relationships;
 6. Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
 7. Religious practices, affiliations, or beliefs of the student or student's parent(s); or
 8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
- ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
 - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
 - iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
 - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Request
 - i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
 - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
 - iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations

- a. The term "invasive physical examination" means
 - i. any medical examination that involves the exposure of private body parts; or
 - ii. any act during such examination that includes incision, insertion, or injection into the body; and
 - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
 - i. required as a condition of attendance;
 - ii. administered by the school and scheduled by the school in advance; and
 - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:
 - i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
 - ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
 - iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

- a. The term "personal information" means individually identifiable information including:
 - i. student's and parent(s)' first and last name;
 - ii. home or other physical address;
 - iii. telephone number; and/or
 - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following
 - i. post-secondary education recruitment;
 - ii. military recruitment;
 - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
 - iv. student recognition programs.

4. Inspection of Instructional Material

- a. Definition
 - i. The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
 - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
 - i. this policy and its availability upon request from the office of the district;
 - ii. how to opt their child out of participation in activities as provided for in this policy;
 - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
 - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Rights of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term “custodial parent” refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students’ records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent’s request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents’ behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Secret Organizations

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

School Day

The school day begins at 8:00 a.m. and ends at 3:25 p.m.. Students are to leave the school grounds after dismissal. Parents must arrange for their children to leave school promptly at the end of the day.

Smoking and Tobacco

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

Sniffer (Drug) Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Standardized Testing

The Nebraska Student-Centered Assessment System (NSCAS) is a statewide assessment system that embodies Nebraska's holistic view of students and helps them prepare for success in postsecondary education, career, and civic life. It uses multiple measures throughout the year to provide educators and decision makers at all levels with the insights they need to support student learning. This is administered in grades 3-8.

Student Assistance

Parents who believe their students have any learning, behavior, or emotional needs that they believe are not being addressed by the school district should contact the student's teacher. If appropriate, the teacher may convene the MTSS (Multi-Tiered Systems of Supports). The MTSS team can explore possibilities and strategies that will best meet the educational needs of the student.

Student Fee Policy

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

Listing of Fees Charged by this District.

- 1. Clothing Required for Specified Courses and Activities.** Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses, or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course, or activity.
- 2. Safety Equipment and Attire.** The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.
- 3. Personal or Consumable Items.** The district does provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers, and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials, and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.
- 4. Materials Required for Course Projects.** The school district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will either furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.
- 5. Technological Devices.** The district will provide students with the technological devices necessary to complete all basic curricular projects. For all students in grades PK -12, there will be no annual technology fee. However, an issue of damage, breakage, or general need for repair will be paid by the student that was issued the device.

- 6. Extracurricular Activities.** The school district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment, and/or clothing are required for the activity.
- 7. Post-Secondary Education Costs.** Some students enroll in post-secondary courses while still enrolled in high school. As a general rule, students must pay all costs associated with such post-secondary courses. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.
- 8. Charges for Food Consumed by Students.** The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-6
 - Regular Price \$1.90
 - Reduced Price \$.30
- Breakfast Program – Grades 7-12
 - Regular Price \$1.90
 - Reduced Price \$.30
- Lunch Program – Grades K-6
 - Regular Price \$3.05
 - Reduced Price \$.40
- Lunch Program – Grades 7-12
 - Regular Price \$3.20
 - Reduced Price \$.40
- Second milk \$.40
- second entrée \$1.00

- 9. Charges for Musical Extracurricular Activities.** Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activity fees and the equipment or attire required for participation in musical extracurricular activities:
- Band: No Fee At This Time
 - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
 - Swing Choir: No Fee At This Time
 - Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$____
- 10. Contributions for Junior and Senior Class Extracurricular Activities.** Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities.

Waiver Policy

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Students are not required to participate in the free or reduced-price lunch program to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal. Application forms are available in each school building office.

Voluntary Contributions to Defray Costs

When appropriate, the district will request donations of money, materials, equipment, or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements, and staff members of the district are directed to communicate that fact clearly to students, parents, and patrons.

Fund-Raising Activities

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

Student Illness

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and support under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and arrange for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

Student Records

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

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is Power School.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

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

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

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Transfer of Records Upon Student Enrollment

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

Complaints

Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Student Schedule Changes

Student schedule changes may be made without penalty during the first three days of each semester. Drop and Add slips are to be obtained from the office of the Guidance Counselor and must be signed by the guidance counselor and building principal before they are presented to the teacher of the class that is to be added or dropped.

After the first week of the semester, students who insist on dropping a class, except for instances of an extended illness, will receive a "0" on their permanent records, and that grade will be averaged into the student's cumulative grade point average. If an extended illness makes it impossible or impracticable for a student to successfully complete a class or classes, the student may be allowed to withdraw from a class or classes as (WP)-Withdraw Passing or (WF)-Withdraw Failing. If permission to withdraw as WP or WF is given by the building principal and guidance counselor, the grade(s) will not be averaged into the cumulative grade point average of the student.

Before students are allowed to withdraw from a class as WP or WF, the student, the parents of the student, the guidance counselor, and the building principal must meet and review the circumstances of the situation. All available means that could be utilized to allow the student to successfully complete the course(s) must be reviewed before permission to withdraw as WP or WF is given by the building principal and guidance counselor.

Tardiness

A student who does not have a valid excuse for being tardy to any class may be required to serve detention. After four tardies to school, the student and parents will be required to meet with the principal to discuss the situation.

Telephone Calls

The school's telephone may be used only with permission of staff.

Threat Assessment and Response

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

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
 - ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

3. Threat Assessment Team

The threat assessment team (team) shall consist of the superintendent of schools, the building principals, guidance counselors, information technology staff and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student, nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

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

5. Communication with the Public about Reported Threats

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

6. Coordination with the Crisis Team After Resolution of Threat

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

Transportation Services

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a very short period of time so as not to jeopardize the time remaining for the rest of their schedule.

Families that live outside of the Elm Creek city limits but inside the school district qualify to ride the bus. The one exception to this rule is families that live south of the railroad tracks and Highway 30 can also be eligible to ride the bus. Option students may ride the bus if they meet the bus along the regular in-district route (i.e. Kearney option students may get on the bus in Odessa). If you're unsure if your child qualifies to ride, please contact Cindy Stone, Director of Transportation, at 308-627-3569 or cindy.stone@elmcreekschools.org.

Bus Regulations

Riding school vehicles is a privilege, not a right. The bus drivers have the same authority as teachers while transporting students. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles.

If misconduct is recurring, the student will not be allowed to ride the bus.

Rules of Conduct on School Vehicles:

1. Students must obey the driver promptly.
2. Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
3. Students are prohibited from fighting, engaging in bullying, harassment, or horseplay.
4. Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
5. Students must remain seated and keep aisles and exits clear while the vehicle is moving.
6. Students are prohibited from throwing or passing objects on, from, or into vehicles.
7. Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
8. Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
9. Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
10. Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
11. Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
12. Students must respect the rights and safety of others at all times.
13. Students must help keep the vehicle clean, sanitary, and orderly. Students must remove all personal items and trash upon exiting.
14. Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
15. If using a personal electronic device (cell phone, tablet, etc.) use headphones or earbuds so only you can hear it.
16. Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

Consequences

1st Offense: The driver will talk to the student about his/her behavior in an effort to correct it. The driver may report it to the principal and the principal may talk with the student.

2nd Offense: The driver will give a written report to the principal. The principal will counsel the student. Parents/guardians will be contacted.

3rd Offense: The driver will give a written report to the principal. The principal will contact the student and inform the student of the alleged misconduct. The student will be given the opportunity to orally respond. The principal will contact parents/guardians for a conference. The student may be suspended from the bus pending this conference. The suspension may be extended five days beyond the conference date at the discretion of the principal.

4th Offense: The driver will give a written report to the principal. The principal will contact the student and inform the student of the alleged misconduct. The student will be given the opportunity to orally respond. The principal will contact the parents/guardians for a conference. The student may be suspended from the bus for the semester.

Serious Rule Violations: The driver will complete and submit to the school administration a bus conduct report or incident report involving the occurrence of any student behavior involving weapons or the making of terroristic threats, any student behavior which affects safety, and any serious rule violations. A student may be suspended from the bus at any time without the existence of prior rule violations if the principal determines it is warranted because of the seriousness of the rule violation. Other disciplinary consequences in addition to suspension of bus privileges may occur.

Records

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Requests to be dropped off at a point **not** on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of a non-route student presents written permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver). Do not plan on your child's friends riding the bus to your home for parties or gatherings.

Transportation to Activities

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must submit a release form to the sponsor that has been signed by that student's parent.

Video Surveillance and Photographs

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Unless otherwise authorized by board policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies. For example, students are not prohibited from making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Weather-Related School Closing

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme temperatures, snow, or ice. School closings will be announced on radio station KRVN and television station NTV and our all call system (phone, text, email). Parents should assume that school is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students home after contacting the district office.

If schools are closed due to severe weather conditions, all after-school activities will be canceled.

Withdrawal From School

Students who are moving from the district must notify the school office.

Work Permits

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

SECTION TWO ACADEMIC INFORMATION

Class Rank

Student class rank shall be determined by using a numeric grade point average derived from all classes graded on a numeric basis. To be included in the class ranking, a student must have received a numeric grade for each curriculum class in which he/she was enrolled. For the purposes of this policy curriculum shall include all courses in the areas of language arts, mathematics, science, social studies, and elective courses.

Students who transfer into the school district will be eligible to be included in class ranking after two semesters of attendance.

Students who transfer into the school district in the middle of their senior year will be eligible to be included in class ranking, although a mid-year transfer will not displace the ranking of a student who has not transferred mid-year. In those circumstances there will be two students holding the relevant class ranking. Mid-year transfer students will not be eligible to receive senior awards such as valedictorian and salutatorian unless the student has been enrolled in the district's high school for the last two semesters.

Grades

Students will receive letter grades for their academic core classes.

The middle and high school grading system is as follows:

A+	4.0	97-100%
A	4.0	93-96.9%
A-	3.67	90-92.9%
B+	3.33	87-89.9%
B	3.0	83-86.9%
B-	2.67	80-82.9%
C+	2.33	77-79.9%
C	2.0	73-76.9%
C-	1.67	70-72.9%
D+	1.33	67-69.9%
D	1.0	63-66.9%
D-	0.67	60-62.9%
F	0.0	0-59.9%
I	Incomplete	

A student may earn an incomplete when he or she fails to complete classroom assignments. Any student in grades 7-11 who receives an incomplete will have this grade recorded on his/her permanent record until the required work is completed to the teacher's satisfaction. If a student does not remove an incomplete by completing the minimum classroom assignments, the incomplete will be calculated as a failing grade in determining the student's grade point average.

If a student does not remove an incomplete by completing the necessary work within two weeks of the end of the grading period, the incomplete will become a failing grade that the student may make up only by taking the entire course again. The two-week period may be extended by mutual agreement of the teacher, principal, and student.

A student who receives an incomplete during his/her senior year must satisfactorily complete the classroom assignments to participate in the graduation ceremony. Seniors with an incomplete will not be dismissed from school attendance until the classroom assignments are completed to the teacher's satisfaction.

The grading system of Elm Creek Elementary Public Schools shall be as follows:

A+	4.0	97-100%
A	4.0	93-96.9%
A-	3.67	90-92.9%
B+	3.33	87-89.9%

B	3.0	83-86.9%
B-	2.67	80-82.9%
C+	2.33	77-79.9%
C	2.0	73-76.9%
C-	1.67	70-72.9%
D+	1.33	67-69.9%
D	1.0	63-66.9%
D-	0.67	60-62.9%
F	0.0	0-59.9%
I	Incomplete	

Grading periods of approximately nine (9) weeks shall be used four (4) times per year.

A special grading report for the K-2, on a different basis, shall be used.

The grading and conversion scale are as follows:

Grades K-2 and specials classes may use the following scale to show student progress:

+	Commendable
S	Satisfactory
N	Needs Improvement
W	Working on level of ability
/	Still not Introduced

Graduation Awards

The Valedictorian and Salutatorian are selected each year based on cumulative GPA at the end of quarter 3 of the senior year. The highest cumulative GPA is the Valedictorian and the second highest is the Salutatorian. Students who are selected as the Valedictorian and Salutatorian for the graduating class will be selected as speakers at graduation. The student's will be required to submit a draft of their speech to the H.S. Principal on or before April 10th for review. The final draft of the speech will be collected and ready for the speakers on the morning of graduation. Students must be enrolled in Elm Creek Public Schools for the entirety of their Junior and Senior year to be considered for this recognition.

Graduation Requirements

Students who graduate from the School District of Elm Creek must fully complete all requirements for graduation prior to the official commencement exercises and complete all administrative requirements or conditions. 240 hours are required by the Elm Creek School District to meet academic graduation requirements. The total academic graduation requirements must include the following curriculum:

English	=	40 Credit Hours
Science	=	30 Credit Hours
Math	=	30 Credit Hours
Social Studies	=	30 Credit Hours (Am. History and Am. Government)
P.E. or Health	=	5 Credit Hours
Speech	=	5 Credit Hours
Art/Band/Music	=	5 Credit Hours
Required Core Classes	=	145 Credit Hours
+Electives Courses	=	95 Credit Hours
Total	=	240 Credit Hours

Transfer students must meet the minimum hour requirement for graduation both in terms of total number and specific subject areas. Substitutions may be made for deficiencies in required courses, provided that it was not possible to include the courses on the student's schedule while enrolled at this school district.

Students who receive special education services are mainstreamed into the regular education curriculum when appropriate. The curriculum content of regular education classes may be modified to accommodate the individual needs and abilities of verified special education students. Each curriculum modification will be included on the student's Individual Education Plan by the Multidisciplinary Team and/or school staffing teams composed of special and regular education staff. Hours in special education will be counted toward a high school diploma.

Parents of students who may not qualify for their high school diploma because of academic deficiencies will be notified of this possibility by the beginning of the second semester of the student's senior year.

Homework

Homework is designed to offer independent practice opportunities, increase background information on topics, and compliment classroom experiences. At ECPS, work will be sent home periodically to practice a skill, allow students to review essential learnings, and challenge students to prepare for upcoming assessments. Practice that is sent home for students to complete will be reviewed together the following class period to check for understanding and provide direct feedback to students.

Homework, although a useful tool for learning, should not have a significant impact on a student's academic grade because it is practice. This practice will be aimed at increasing the student's capacity to meet a standard or learning objective. Additionally, it is not possible to verify that the student who is assigned the homework completed the homework on his/her own.

Work at home does promote responsibility, self-discipline and lifelong learning habits. Elm Creek Public Schools recognizes the importance of developing these skills and will periodically assign relevant and meaningful homework assignments designed to reinforce classroom-learning objectives.

Homework assignments

- reinforce skills and concepts addressed in classroom instruction
- extend assignments to transfer new skills or concepts to new situations
- provide opportunities for creative activities that integrate a variety of skills
- demonstrate additional evidence of student understanding

Time

Actual time required to complete assignments will vary with students' study habits, academic skills, and selected course loads. If a parent believes their child is spending an excessive amount of time completing their homework, they should contact their child's teacher.

Honor Roll

The Honor Roll will be determined by grade point average (GPA). All students with a GPA of 92.5% and above, with no grades below a B, will qualify for Honor Roll recognition. This list will be defined at the end of each 9 week period. Dual credit classes, taught by ECHS Faculty, will factor into the GPA.

The Honorable Mention will be determined by grade point average (GPA). All students with a GPA between 84.5% and 92.4%, with no grades below a C will qualify for Honorable Mention recognition. This list will be defined at the end of each 9-week period. Dual credit classes, taught by ECHS Faculty, will factor into the GPA.

Mid-Term Graduation

Elm Creek Public Schools supports the concept of early completion as a means of accelerating students toward the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion:

1. Students must meet all completion requirements established by the Board of Education in order to be eligible for early graduation as well as the credit hour requirements in each specific subject matter area. Only 20 hours of transfer credit will be applied toward graduation requirements.
2. A student who decides to opt for early graduation or completion is not eligible to participate in school sponsored activities following the last day he/she attends classes. The effective date for participation will end with the last

day that the student is enrolled in classes. The only school activities that the applicant is eligible for will be the regularly scheduled graduation ceremony and the Jr./Sr. prom.

3. This policy shall be evaluated annually by the high school principal and appropriate revisions shall be recommended to the Board for its consideration.

Report Cards

Report cards are sent home the week following the end of the nine-week reporting period. Letter grades and percent grades are used to designate a student's progress. Incompletes shall be designated by an "I" for the term. Students have one (1) week after the end of the term to make up incomplete work if given an "I" for the term. Failure to do so may cause the grade to change to an "F" or "NC" (no credit, 0). No incompletes will be given at the end of the final term, as all course work must be completed by the last day of the second semester.

SECTION THREE **STUDENT DISCIPLINE**

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, and club activities, are governed by the Student Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this portion of the handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

After School Sessions and Detentions

Teachers and administrators may require students to stay after school or to serve detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers.

Students who ride the bus home from school will be given a 24-hour notice of after-school time or a detention so that the parents may make plans to pick up the student the following day.

- After-school sessions will not exceed 30 minutes from the time of dismissal and are to be served in the teacher's room. A student who fails to attend an after school session may be given a detention by the teacher or may face additional disciplinary consequences up to and including long-term suspension and/or expulsion. A student who has a conflict with an after-school session is responsible for working it out with the teacher.
- Detentions are 30 minutes, served with the classroom teacher or the detention area designated by the building principal.

In-School Suspension

The building administrator may require a student to serve in-school suspension. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

Emergency Exclusion

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

Short-Term Suspension

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

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

The following process will apply to short-term suspensions:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he/she is accused of having done, an explanation of the evidence the authorities have, and an opportunity to explain his/her version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student and the student's parent or guardian, describing the student's conduct, misconduct, or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, but shall not be permitted to come onto school grounds without permission of Administration during the suspension period.

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

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

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (see also board policy on weapons and firearms);

6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults that occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules, or a single violation if the conduct amounts to a criminal act, if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, sex, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation, or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent;
 - i. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault;

- j. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- k. Violation of the district's computer use policy are subject to discipline, up to and including expulsion;
- l. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- m. Using any object to simulate possession of a weapon;
- n. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- o. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

The length of any suspension, expulsion, or mandatory reassignment shall be as provided or allowed by law.

Reporting Requirement to Law Enforcement

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

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

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

The following procedures shall be followed with regard to any long-term suspension, expulsion, or mandatory reassignment.

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

- e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
 4. Nothing in this policy shall preclude the student, student's parents, guardian, or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
 5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
 6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
 7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Section Four

Staff Directory

District Administration and Board of Education

<u>Name</u>	<u>Title</u>
Tom Moore	Superintendent
Alicia Beavers	President
JC Ourada	Vice President
Lynette Mitchell	Secretary
Morgan Fouts	Treasurer
Hannah Hild	Member
Cole Brodine	Member

Building Administration

<u>Name</u>	<u>Position</u>
Brandon Marquez	7-12 Principal and Activities Director
Terah Williams	PK-6 Principal and Transportation Director
Rick Bauer	Technology Coordinator
Doris Anderson	School Psychologist
Jennifer Kostchwar-Anderson	School Counselor
Linda Johns	Administrative Assistant/Bookkeeper
Chris Shoff	Administrative Assistant/Registrar
Morgan Schnacker	Administrative Assistant/School Lunches
	Administrative Assistant/Nurse
Darci Culbertson	Food Services Director

K-6 Teaching Staff

<u>Name</u>	<u>Grade Level</u>
Heather Tool	Kindergarten
Brooke Griss	Kindergarten
Carissa Jensen	First Grade
Taylor Miller	First Grade
Miakayla Almanza	Second Grade
Elizabeth Rodgers	Second Grade
Shaina McIntosh	Third Grade
Jennifer Schopke	Third Grade
Renee Bauer	Fourth/Fifth/Sixth Grade
Kenneth Weber	Fourth/Fifth/Sixth Grade
Jadyn High	Fourth/Fifth/Sixth Grade
Katie Holland	Fourth/Fifth/Sixth Grade
Rick Bauer	Technology
Barb Keep	Library
Linda Killion	P.E.
Olivia Kitterman	Instrumental Music
Hillary Schlecht	Art
Doris Anderson	School Psychologist
Cindy Carlton	Speech-Language Pathologist
Jennifer Kostchwar-Anderson	Counselor

7-12 Teaching Staff

<u>Name</u>	<u>Subject Area</u>
Rick Bauer	Technology
Blake Schwarz	Construction
Cindy Carlton	Speech Language Pathologist
Tanner Cavenee	Social Science/P.E./Asst A.D.
Doris Anderson	School Psychologist
Micki Fries	Science
Jordan High	Social Science
Coleen Hodges	English
Cassie Lechman	English
Barb Keep	Business
Danie Brandl	Agriculture
Linda Killion	P.E.
Olivia Kitterman	Instrumental Music
Shawna Strong	Special Education
Anna Foster	Foreign Language/English
Amber Reiter	Vocal Music/Culinary
Jennifer Kostchwar-Anderson	Counselor
Hillary Schlecht	Art
Cathy Stankovic	Science
Kris Tool	Math
Royall Woodman	Math

Paraprofessionals

Brenae Leigh
 Lily Lang
 Shelbi Hammond
 Darcie Labs
 Kari Wells
 Amanda Tattershall

Bus Drivers

Ryan Hellreigel
 Dave Kottich
 Deb Reichert
 Calvin Moore
 Rick Bauer

Custodial Staff

John Clark
 Mike Shoff
 Josh Wick

Cafeteria Staff

Darci Culbertson
 Ashley Devroy

Holly Brown

Extracurricular Assignments/Committees

Activity	Coaches/Sponsors/Assistant Coaches
Band	Olivia Kitterman
Basketball - Boys	Tanner Cavenee (Head Coach), Davis Miner, Trey Miner, Jeff Cunningham
Basketball - Girls	Jadyn High (Head Coach), Tyler Fries
Cheer	Renee Bauer and Olivia Kitterman
Choir	Amber Reiter
Cross Country	Micki Fries (Head Coach)
eSports	Rick Bauer
FFA	Danie Brandl
Flags	Olivia Kitterman
Football	Blake Schwarz(Head Coach), Mike Shoff, Mark Stone, Nate Fields
Golf	Jordan High (Head Coach)
National Honor Society	Kris Tool
One Act Play	Barb Keep and Kenneth Weber
Quiz Bowl	Royall Woodman, Katie Holland
Speech	Coleen Hodges (Head Coach), Anna Foster
Student Council	Amber Reiter
Track	Micki Fries (Head Coach), Cassie Lechman,, Mark Stone, Jadyn High
Volleyball	Kelsey Stolp (Head Coach), Carissa Jensen
Wrestling	Mike Shoff(Head Coach), Matt Korinek, Matt Harvey
Yearbook	Olivia Kitterman
MS Boys Sports	Tanner Cavenee/Blake Schwarz
MS Girls Sports	Linda Killion/Micki Fries

Class Sponsors

9th Grade Class	Royall Woodman
10th Grade Class	Cathy Stankovic
11th Grade Class	Hillary Schlecht
12th Grade Class	Kris Tool

Section Five

Activities Guidelines

Extra-Curricular Programs

Elm Creek Public Schools provides a comprehensive, co-curricular activity program for all students grades 7-12. The activity programs will always be in conformity with the objectives of the school district and serve to enrich the curriculum. The administration of activities will be in accordance with the policies of Elm Creek Public Schools, by-laws of the Fort Kearney Conference, and the guidelines and regulations of the Nebraska School Activities Association of which we are a member.

Activity Philosophy

Elm Creek Schools believes that extra-curricular activities are an extension of the classroom. They complement and enhance the educational endeavors of our students. Activities are considered an integral part of the school's program of education and provide experiences that will help boys and girls physically, mentally and emotionally. The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. We believe that participation in activities, both as a player and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, to the team, to the student body, to the community and to the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better people and citizens. We will strive to have a common focus of having a positive, lasting IMPACT on the lives of our students.

Safety

The district's philosophy is to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. In addition, the school requires that activity team members travel to and from out-of-town events as a unit. Any exceptions to this rule must be approved by both the parents and the coach/sponsor and should be done in writing prior to the departure of the event or prior to releasing the student to the parent/guardian. The note should be given to the Principal, Activities Director, or their designee. Only those people directly involved with the activity will be allowed to travel in the school vehicle.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Activity Fees/Pre-Participation Requirements

At this time, Elm Creek Public Schools does not require a fee for participation in activities. However, an all season pass can be purchased by any student at the cost of \$30. This will allow for students to attend any and all games at home (exceptions FKC tournament, District/Playoff Events)

All participants must complete the following requirements before they begin practice:

1. Return a [medical physical card](#) to the office
2. Complete a [Student and Parent Medical Release - Consent form](#)
3. Complete the [NSAA consent](#) form
4. IMPACT concussion test for specific activities
5. Sign (both parent and student) Handbook agreement form

Activity Code of Conduct

This activity code of conduct is supplemental to the Elm Creek Public School student code of conduct which is detailed in this handbook and any action taken hereunder may be in addition to any action under the student code of conduct said policy.

Grounds for Extracurricular Discipline

The grounds for suspension from practices, participation in interscholastic competition, or other participation in extracurricular activities and competitions are set forth below. In becoming familiar with the conduct rules for extracurricular activities, participants need to remember that they are not only representing themselves, but also, their school and community in all of their actions.

Participants in Activities Assume Responsibility for Leadership and are Representatives of Our School

Participants in extra-curricular activities assume a leadership role. The student body, the community and other communities judge our school on the students' conduct and attitudes, and how they contribute to our school spirit and community image. The students' performance and devotion to high ideals make their school and community proud.

Activities are a Privilege

Extra-curricular activities have an important place in the educational program of the Elm Creek Public School district. It is a privilege for the students who choose to participate. Students who participate and are accepted into the program are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. It is the belief that accepting responsibility for one's actions is a part of that philosophy.

The conduct rules apply to conduct of the student, regardless of whether the conduct occurs on or off school grounds. (If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct). The conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sports season established by the NSAA and extends to the last day of the spring sports season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

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, or similar conduct in a manner that constitutes a substantial interference with school purposes.
3. Sexual assault or attempting to sexually assault any person.
4. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property.
5. Causing or attempting to cause personal injury to a school employee, to a school volunteer, to any student, or to any other person.
6. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
7. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
8. Engaging in the selling, using, possessing or dispensing of alcoholic beverages, tobacco, narcotics, drugs, controlled substance, inhalants (including vapor products) or being under the influence of any of the above; or possession of drug paraphernalia.

Note: The term "under the influence" for school purposes has a less strict meaning than it does under criminal law. For school purposes, the term means any level of impairment and includes even the odor of alcohol/tobacco/drugs on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant. In addition, "possession" of alcohol or drugs may be considered to have occurred for purposes of school rules if the student is in such close proximity to alcohol or drug (for example, a student being in a car where alcohol is in the back seat and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at a student party at which other students are drinking) that school officials may reasonably determine the student was in "possession" of the items as well. Because of the complexity of this issue, "possession" will be determined on a case-by-case basis.

1. Engaging in 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 alcoholic beverages, narcotics, drugs, controlled substances, electronic nicotine delivery systems or products, or inhalants.

2. Truancy or failure to attend assigned classes or assigned activities.
3. Tardiness to school, assigned classes or assigned activities.
4. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
5. Public indecency.
6. Repeated violation of any of the rules adopted by the school district or the school.
7. Engaging in any unlawful activity as determined by the United States or the State of Nebraska.
8. Dressing in a manner wherein such dress is dangerous to the student's health and safety or to the health and safety of others or is distracting or indecent to the extent that it interferes with the learning and educational process.
9. Willfully violating the behavioral expectations for those students riding Elm Creek Public Schools buses.
10. The knowing and intentional possession, use, or transmission of a firearm or other dangerous weapon in a place where such items are prohibited.
11. 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.
12. Failure to report for the activity at the beginning of each season; reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
13. Failure to participate in regularly scheduled classes on the day of an athletic/activity event.
14. Failure to attend all scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the coach will determine the validity of the reason. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
15. All other reasonable rules or regulations adopted by the coach or supervisor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or supervisor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
16. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.
17. The NFHS Sports Medicine Advisory Committee strongly opposes the use of dietary supplements for the purpose of obtaining a competitive advantage (November 21, 2014). Elm Creek Public Schools discourage the use of these supplements, rather ECPS encourages a balanced diet to obtain the necessary nutrition to compete at the highest level. It is ultimately the parents' decision to allow their son/daughter to use dietary supplements but the school district will not allow students to possess or consume them at school. Supplements will be prohibited on ECPS grounds.
18. Any violation of any other school rule, requirement, coach/sponsor rule, or lawful directive of any sponsor, coach, administrator, or other district staff member.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Drug (including tobacco and electronic nicotine delivery systems or products) and Alcohol Violations

Guidelines for reporting and violations of this nature are described on pages 20 and 21 of this document.

Procedures for Extracurricular Discipline

Students may be suspended by the Principal or the Principal's designee from practices or participation in interscholastic competition or participation in extracurricular activities for violation of rules and standards of behavior adopted by the Elm Creek Public Schools Board of Education or the administrative staff of the school. The following procedures will be followed with regard to suspension:

1. The school official(s) considering the suspension will make a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with school purposes.
2. Prior to the suspension, the student is to 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 school has, and be given the opportunity to explain the student's version of the facts.
3. If the student is not readily available to meet with the school official for this purpose before the suspension is to begin, then the suspension may be imposed at that time so long as the opportunity for the student to hear the charges and evidence and for the student to tell his or her side of the story occurs as soon as reasonably practicable. An effort to schedule a meeting for this purpose should be made by the student and the student's parent or guardian as well. Given the fact that extracurricular activity suspension actions at times need to be taken outside the regular school day, a telephone conference may be used to give the student the opportunity to provide the student's position.
4. Within two school days or such additional time as is reasonably necessary following the suspension, the Principal or Principal's designee will send a written statement to the student and the student's parents, or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reason for the action taken and the right to a hearing upon request on the specified charges.
5. An opportunity will be afforded the student, parents, or guardian of the student, at their request, to confer on an informal basis with the school official who has imposed the suspension and to give that school official any further information in the student's defense.
6. If the student or student's parents or guardian are not satisfied with the determination of the school official, an informal hearing may be requested before the Superintendent. A form to request such a hearing must be signed by the parent or guardian and will either be provided with the initial notice letter or be made available in the Principal's office. This request must be received by the building principal within five days of receiving the initial written notice of suspension.
7. If a hearing is requested, it shall be held within ten calendar days of the request. The Superintendent will notify the participants of the time and place of the hearing within five days of receiving the request. There will be no stay of the penalty imposed pending an appeal.
8. Upon conclusion of the hearing, a written decision will be rendered within five school days. The written decision will be mailed or otherwise delivered to the participant, parent or guardian. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the hearing itself) shall be kept by the school.
9. Nothing contained in this regulation shall prevent the participant, parents, guardian or representative from discussing and settling the matter with the appropriate school personnel at any stage.

During a suspension period, students will not be allowed to practice for, participate in, or attend a school activity.

Academic Grade Standards for Activities Eligibility

Participation in extra-curricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. A student participating in extra-curricular school activities must therefore adhere to the following academic guidelines.

Eligibility

The school will adhere to the rules of the Nebraska Schools Activities Association, of which we are a member, with regard to eligibility for participation in extracurricular activities. Complete rules will be posted on a bulletin board and are included in this [NSAA eligibility document](#).

Maintain passing grades in all classes - Academic Eligibility

Eligibility is checked every week, usually on Wednesday at 12:00 PM, beginning the start of the third week of each term. If a student is passing all enrolled courses, s/he is eligible, academically, to participate. If a student is failing any (1 or more) class(es), they will be placed on a warning list for the first week that a grade is failing. Names will remain on the list from one week to the next week. If a student is failing the same class for a second consecutive week, they will be deemed ineligible. If a student is ineligible, they may become eligible to participate by coming in before school or after school to do the work necessary to earn a passing grade. Once all grades are passing, a student will be eligible to participate immediately. Students will be required to attend essential time while grades are failing.

Students who are academically ineligible cannot travel with any team, suit up for any event, or participate in any special school activity (such as homecoming or prom). Activity practice is permitted, however, teachers or coaches/sponsors may require students to stay after school to complete missing work. Practice is secondary to completing necessary course work.

Eligibility requirements shall not apply to:

- (A) Instructional field trips, which are a part of the scheduled course learning experience;
- (B) Activities or events, which are a part of the students' grade requirements.

Attendance and Academics

Student participants are expected to apply themselves academically by following these expectations:

1. Attend school regularly and show evidence of sincere effort towards scholastic achievement.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests he/she should contact the coach or sponsor in advance.
3. A full day of attendance, the day of a contest or practice, is required to be eligible for the contest or practice on that day. Arrangements in advance for extenuating circumstances, such as doctor/dentist appointments, funerals or other activities, can be made with the building Principal in writing. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.
4. Appearance: Participants will dress appropriately for the activity in which they are involved and will at all times maintain a neat, clean and well groomed appearance.

Team Selection, Playing Time, Conflicts, and Transportation

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

1. Student participants must demonstrate that they can and will represent themselves and their school in a manner that reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.
3. At the reserve level, the emphasis will be on fundamental skill development and teamwork. At the junior varsity level, the emphasis will be on preparation for varsity competition. However, coaches will determine the amount of playing time for individual athletes.
4. When the situation arises where a student is involved in two school activities and the schedules conflict, the administration will make the final determination in regards to which event the student will participate. Some of the factors that will be considered are: the level of competition ex. varsity versus non-varsity; importance of competition ex. state versus districts versus conference versus regular season; the type of event ex. academic versus athletic; student's role on the team; coach or sponsor's input; student's input.
5. Transportation will be provided by the District for all team members and student managers (if traveling) when a team is participating. Students are expected to ride school transportation to and from all school-sponsored activities. In the event of extenuating circumstances (2 events in one day with overlapping time, illness, or family

death), if a student needs to ride home with parents, arrangements should be made ahead of time. Students may not drive themselves to or from activities.

General Lettering Criteria and Post-Season Awards

Lettering in a school activity is for those participants who have met stated levels of performance. Each time an individual letters at the high school level, they will be awarded a letter certificate by the coach of that activity. The first time, and only the first time, that an individual letters in any sport at the Sr. High level, s/he will be awarded by the coach of that sport, the standard chenille letter and a pin representative of the activity. For each additional letter, participants will be awarded a bar to place below their pin.

These general considerations govern lettering in Elm Creek activities:

1. The participant must be in good standing (member of the organization) at the end of the season to receive a letter.
2. Participants injured and who must drop out of a school activity, may be given special consideration.
3. Sponsors who believe there are special conditions or unusual situations (other than alcohol, tobacco or drug and/or criminal activity suspensions) for a participant s/he may letter that participant.
4. Students who participate in an activity for four years, may letter in that activity.
5. Students must participate in 25% of the varsity contests, or score in a major Track and Field meet. Coaches may use discretion for seniors who have met all criteria with the exception of the participation requirement.
6. A sponsor may revoke a letter for disciplinary reasons.
7. A violation of team training rules prohibits an athlete from lettering.

Relationships Between Parents and Coaches/Sponsors

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

Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place. Following a contest is not an appropriate time or place for this conversation. Please abide by the standard 24 hour rule, do not make contact with the coach until 24 hours after the game/contest. A coach or sponsor shall not be approached at any time immediately prior to, during, or immediately after a game or practice with a complaint.

Lines of Communication

Students are encouraged to visit with their coach/sponsor if they have questions about playing time or role on the team. If the student does not have their questions answered, the parent may contact the head coach as s/he is next level for communication. If an issue is still not resolved, the parent may request a meeting with the Activity Director, coach, and student-athlete. The chain of command will continue to the building principal followed by the superintendent. All concerns should follow the proper chain of command. A written Activities Complaint form is found in the appendix of this document. All complaints that advance to the administrative meeting stage will need to be written out and presented at the meeting to be acted upon. Text messages, social media posts, emails, or phone calls to coaches are not an acceptable forum for grievances.

Parents' Role in Interscholastic Athletics and Other Extracurricular Activities Communicating with your children

1. Make sure that your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.
2. Practice saying this to your child, "I love to watch you play".
3. Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
4. Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
5. Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
6. Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
7. Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, he or she will likely become disenchanted.
8. Don't compare the skill, courage, or attitude of your child with other members of the team.
9. Get to know the coach(es). Then you can be assured that his or her philosophy, attitudes, ethics, and knowledge

are such that you are happy to have your child under his or her leadership.

10. Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Communicating with the coach

1. Communication you should expect from your child's coach includes:
 - a. Philosophy of the coach
 - b. Expectations the coach has for your child
 - c. Locations and times of all practices and contests
 - d. Team requirements
 - e. Procedure should your child be injured
 - f. Discipline that results in the denial of your child's participation
2. Communication coaches expect from parents
 - a. Concerns expressed directly to the coach
 - b. Notification of any schedule conflicts well in advance
 - c. Specific concerns in regard to a coach's philosophy and/or expectations
3. Appropriate concerns to discuss with coaches:
 - a. The treatment of your child, mentally, and physically
 - b. Ways to help your child improve
 - c. Concerns about your child's behavior
 - d. Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance from trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
4. Issues not appropriate to discuss with coaches:
 - a. Playing time
 - b. Team strategy
 - c. Play calling
 - d. Another parent's child(ren)
5. Appropriate procedures for discussing concerns with the coaches:
 - a. Be sure your child has discussed the issue with the coach
 - b. Call to set up an appointment with the head coach and your child
 - c. Do not confront a coach before or after a contest or practice (these can be emotional times for all parties involved and do not promote resolution)
6. What should a parent do if the meeting with the head coach did not provide satisfactory resolution?
 - a. Call the athletic director to set up a meeting with the athletic director, coach, parent, and student present.
 - b. At this meeting, an appropriate next step can be determined, if necessary.

Good Sportsmanship - Behavior Expectations of Spectators

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

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

1. Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
2. Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
3. Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
4. Do not "boo," stamp feet, or make disrespectful remarks toward players or officials.
5. Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
6. Know that noise makers of any kind are not proper for indoor events.
7. Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
8. Stay off the playing area at all times.
9. Do not disturb others by throwing material onto the playing area.
10. Show respect for officials, coaches, cheerleaders and student-athletes.
11. Pay attention to the half-time program and do not disturb those who are watching.

12. Respect public property by not damaging the equipment or the facility.
13. Ensure other spectators' behavior is appropriate.
14. Avoid vulgar language, rude comments, or conduct that takes attention from the game or reflects poorly on our school and community
15. Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.

Consequences: Violation of the sportsmanship guidelines may result in removal from the contest and future contests.

Nebraska School Activities Association Concussion Guidelines/Recommendations

Concussion has been reported to account for approximately 4-5% of all injuries in high school sports. Football is the most common sport for concussion. Although most concussions are short lived, experience has shown that if a second injury occurs during the recovery phase of the initial injury, a phenomenon known as the “second-impact syndrome” can occur. This second injury can occur from a very minor blow which under normal circumstances might not cause injury at all. Although uncommon, the second-impact syndrome is often fatal and if an individual survives they are rarely neurologically normal. This abnormal mental state usually remains for life. The second-impact syndrome has only been described in athletes younger than 20 years old (except in boxers). These recommendations are offered with the goal of reducing the potential for serious neurologic/ brain injury in Nebraska high school athletes.

Concussion/ mild traumatic brain injury (mTBI) can be defined as a brief and usually short-lived neurological impairment, which occurs after a direct or indirect blow to the head or body. The impairment is often immediate, and symptoms typically resolve spontaneously. Acute clinical symptoms represent a functional disturbance rather than a structural injury to the brain. The clinical symptoms that occur may or may not include loss of consciousness. Typical signs and symptoms of concussion include confusion, headache, and amnesia. More subtle problems may include difficulties with concentration and attention, behavioral changes, and ataxia (inability to coordinate the muscles in voluntary movement).

When a player shows ANY sign or symptom of a concussion

1. Perform an on-field mental status evaluation.
2. The player should not be allowed to return to play in the current game or practice.
3. The player should not be left alone; and regular monitoring for deterioration is essential over the initial few hours following injury.
4. The player should be medically evaluated (by an appropriate health care provider) following the injury.
5. Return to play should follow a medically supervised stepwise process.

A player should never return to play while symptomatic. “When in doubt, sit them out!”

Return to Play Protocol

The majority of injuries will be simple concussions and such injuries recover spontaneously over several days. In these situations, it is expected that an athlete will proceed rapidly through the stepwise return to play strategy.

During this period of recovery in the first few days following an injury, it is important to emphasize to the athlete that physical AND cognitive rest is required. Activities that require concentration and attention may exacerbate the symptoms and result in a delayed recovery. This concept of “cognitive rest” appears to be of significant importance in student athletes.

The return to play following a concussion follows a stepwise process:

1. No activity, complete rest. Once asymptomatic, proceed to step 2.
2. Light aerobic exercise such as walking or stationary cycling, no resistance training.
3. Sport specific exercise (e.g., running) or progressive addition of resistance training.
4. Non-contact training drills.
5. Full contact training after medical clearance.
6. Game play.

With this stepwise progression, the athlete should continue to proceed to the next level if asymptomatic at the current level. If any post-concussion symptoms occur, the patient should drop back to the previous asymptomatic level and try to progress again after 24 hours. In cases of complex concussion, the rehabilitation will be more prolonged and return to play advice should be more circumspect. It is recommended that complex cases be managed by physicians with a specific expertise in the management of such injuries. An additional consideration in return to play is that concussed athletes should not only be symptom free but also should not be taking any pharmacological agents/ medications that may affect or modify the symptoms of concussion. Neuropsychological testing is being used more frequently as a clinical assessment tool and provides objective measurement of cognitive function. Cognitive function may be impaired despite

resolution of symptoms. Ideally, neuropsychological testing would be compared with pre-injury baseline testing.
Injuries where outside treatment/care is sought will require a medical clearance to return to competition.

Varsity Sports Seasons

All interscholastic sports are divided into three seasons--fall, winter, and spring. The divisions of sports, the date of the first allowed organized practice, and the closing date of the season shall be as follows. No individual shall participate simultaneously in more than one sport per season. (Dates subject to changes)

FALL	FIRST DAY OF PRACTICE	CLOSE OF SEASON
Cross-Country	August 7	State Meet Oct. 20 Kearney
Football	August 7	State Finals Nov. 20 Lincoln
Volleyball	August 7	State Meet Nov. 1-4 Lincoln

WINTER	FIRST DAY OF PRACTICE	CLOSE OF SEASON
Girls Basketball	November 13	State Tourney eb 26-Mar 2 Lincoln
Boys Basketball	November 13	State Tourney March 6-9 Lincoln
Wrestling	November 13	State Meet Feb 15-17 Omaha

SPRING	FIRST DAY OF PRACTICE	CLOSE OF SEASON
Boys Golf	February 26	State Meet May 21-22 TBD
Track	February 26	State Meet - May 17-18 Omaha

Participation on other teams

Athletes are not allowed to participate in activities outside the school while involved in the same activity in school. Cross Country/Road Races and town-team basketball are specific examples.

Facility Use

No athlete will ever work out using school facilities unless s/he is under the direct sponsorship of a coach or authorized adult. No student will ever work out using the weight machine or free weights unless s/he is under the direct supervision of a coach, faculty member, or authorized adult. Parents who are issued a fob to enter the building may not send a student, unattended by a parent, to use the weight room or gym.

Section Six

TITLE IX

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. Designation. The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the “**Title IX Coordinator.**” The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

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

2.1. Actual knowledge means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). “Notice” as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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

- 2.6. Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:
- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
 - 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
 - 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - 2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
 - 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person -
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim;
and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
 - 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
 - 2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - 2.6.6.1. fear for his or her safety or the safety of others; or
 - 2.6.6.2. suffer substantial emotional distress.

2.7. Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. General Prohibition. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. Specific Prohibitions. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive

measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. Administrative Leave. Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. General Response Not Conditioned on Formal Complaint. With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

5.1.1. Equitable Treatment. The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. Objective Evaluation. This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. Absence of Conflicts of Interest or Bias. The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. Training. The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. All District Employees and Board Members. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators. The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. Decision-Makers. The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. Investigators. The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good causes may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- 5.2. Notice of Allegations.**
- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
- 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
- 5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.
- 5.3. Dismissal of Formal Complaint.**
- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
- 5.3.2.2. Did not occur in the district's education program or activity; or
- 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
- 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
- 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. Consolidation of Formal Complaints. The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular “party,” “complainant,” or “respondent” include the plural, as applicable.

5.5. Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will:

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district’s investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party’s records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party’s voluntary, written consent to do so for a grievance process under this section (if a party is not an “eligible student,” as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a “parent,” as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party’s advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party’s advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.
- 5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:
- 5.8.2.1. Procedural irregularity that affected the outcome of the matter;
 - 5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- 5.8.3. As to all appeals, the district will:
- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
 - 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
 - 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
 - 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
 - 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
 - 5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. Informal Resolution. The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

5.10.1. The district will maintain for a period of seven years records of:

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. Access to Classes and Schools.

7.1. General Standard. Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. Contact sports in physical education classes. This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. Ability grouping in physical education classes. This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. Classes and Extracurricular Activities. The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. Athletics. It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. Separate Teams. Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. Equal opportunity. The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. Certain Different Treatment on the Basis of Sex Permitted. Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. Retaliation Prohibited. Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with

the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. Application Outside the United States. The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. Scope of Policy. Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Section Seven

Forms

This section contains forms that students and their parents must complete and return to the school office **NO LATER THAN** August 19, 2022.

RECEIPT

This Student Handbook is distributed in accordance with Nebraska State Law, Section 79-262, paragraph three which states in part: “Rules and Standards which form the basis for discipline shall be distributed to students and parents at the beginning of each school year or at the time of enrollment...”

Parents (or guardians) and students are required to sign and return the receipt form below before August 19, 2022.

PARENT/STUDENT AGREEMENT

I have received and read the Student Handbook that describes the Elm Creek School District’s discipline policies, regulations, rules, and expectations to be followed by students enrolled in the Elm Creek Public Schools, including the Drug Free School Policy. My child and I have discussed these policies and understand that we must comply with them.

RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS

In light of the unique challenges and circumstances posed by the outbreak of the novel coronavirus and the recent promulgation of expansive federal regulations, the rules and information provided in this handbook may be supplemented or amended by the School District’s administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district’s regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

 Student’s Signature

 Date

 Parent/Guardian’s Signature

 Date

 Cell Phone Number (Optional)

 Cell Phone Number (Optional)

 Parent’s Email Address (Optional)

 Parent’s Email Address (Optional)

Emergency Information

Student's Name

Parent/Guardian Name

Parent/Guardian Name

Mailing Address

Mailing Address

Father's Employer

Mother's Employer

Father's Work Phone

Mother's Work Phone

Additional Contact Name

Additional Contact Phone

Doctor Name

Doctor Phone Number

**PARENTAL AUTHORIZATION AND RELEASE FORM
ADMINISTRATION OF NON- PRESCRIPTION DRUGS TO STUDENTS**

While the administration of medications to students should be scheduled outside of school hours whenever possible, occasionally it may be necessary for school personnel to administer nonprescription drugs to a student as authorized by the student's parents, guardians, or medical professionals and state law. School personnel will only dispense those nonprescription drugs which have been approved by state and federal law for use as a drug and meet the definition of nonprescription drugs in Nebraska's Medication Aide law which states:

Nonprescription drugs means nonnarcotic medicines or drugs which may be sold without a medical order and which are prepackaged for use by the consumer and labeled in accordance with the requirements of the laws and regulations of this state and the federal government.

In order for students to be administered nonprescription medication by school personnel, a parent or guardian must:

- Complete and return this authorization form.
- Provide the district with any nonprescription drugs you wish to be administered in its original container from the manufacturer, which must include legible, unadulterated manufacturer instructions. The container must be labeled with the student's name.
- Provide the district with specific written instructions regarding the requested nonprescription drug's administration, including the date(s) the student is to be administered the drug, the dosage to be administered, the frequency of administration, and any other details or conditions relevant to administration.

School personnel will not administer nonprescription drugs in a manner inconsistent with the manufacturer instructions or state law. School personnel will not administer non-prescription drugs that have expired.

Over the Counter Drugs Available:

My student can be given any of these if deemed necessary. (or Check those allowed)

____ Acetaminophen

____ Ibuprofen

____ Naproxen Sodium

____ Tums

____ Bismuth(Pepto-Bismo)

____ Benadryl

____ Refresh Eye Drops

____ Cough Drops

The undersigned are the parent(s), guardian(s), or person(s) in charge of

(name of the student)

I authorize and request school personnel to administer nonprescription drugs to my student. I release the school district, its officials, and employees from any and all liability concerning the administration of nonprescription drugs to my student.

DATED this _____ day of _____, 20__.

Parent/Guardian

**PARENTAL AUTHORIZATION AND RELEASE FORM
ADMINISTRATION OF PRESCRIPTION DRUGS TO STUDENTS**

The undersigned are the parent(s), guardian(s), or person(s) in charge of

(name of the student)

It is necessary that the student receive (name of drug) _____,
a physician-prescribed drug, during school intervals beginning on (date) _____
and continuing through _____. (date)

I hereby request that the School District, or its authorized representative, administer the drug named above to my child named above, in accordance with the prescribing physician's instructions, and agree to:

1. Submit this request to the teacher.
2. Make certain the Physician's Request for the Administration of Prescription Medication by School Personnel is submitted to the teacher.
3. Make sure personally that the drug is received by the teacher and/or county nursing service administering it, in the container in which it was dispensed by the prescribing physician or licensed pharmacist.
4. Make sure personally that the container in which the drug is dispensed is marked with the drug name, dosage, interval dosage, and date after which no administration should be given.
5. Submit a REVISED STATEMENT signed by the physician prescribing the drug to the teacher IF ANY OF THE INFORMATION PROVIDED BY THE PHYSICIAN CHANGES.
6. Release the School District and the Board of Education of the School District and all employees, agents, and the representatives of the School District from any liability concerning the giving or non-giving of the drug to the student.

DATED this _____ day of _____, 20__.

Parent/Guardian

**ADMINISTRATION OF MEDICATION TO STUDENTS
PHYSICIAN'S REQUEST FOR ADMINISTRATION OF PRESCRIPTION
MEDICATIONS BY SCHOOL PERSONNEL**

DATE _____

CHILD'S FULL NAME _____ is under my care and must take medication which I have prescribed during the school day.

Name of medication (as it appears on container in which the drug is stored)

_____ Dosage and time _____

Date administration of drug is to begin _____

Possible adverse reactions to be reported to physician _____

_____ Special instructions for the administration and storage of the drug _____

I or my designee(s) have trained school personnel or approved alternative training as adequate to administer the medication, have evaluated the situation, the general administration plan and if applicable, the self administration plan or emergency care plan, and deemed each to be safe and appropriate, and if applicable authorize the use of hypodermic syringes and needles or similar medical terms.

Name of Physician and Designee

_____ Print or Type

_____ Primary Phone Number

_____ Secondary Phone Number

_____ Signature of Physician

RECORD OF SELF-ADMINISTERED MEDICINE

Parent's Phone _____
 Student Name _____ Grade _____
 Date to Begin _____ Date to End _____
 Name of Medication _____
 Dosage of Medication _____ Time _____
 Doctor _____ Phone #1 _____
 Phone # _____
 Possible Adverse Reaction: _____

_____ gives permission for _____ our son/daughter to self-administer specific medications at school. This medication cannot be taken at any other non-school time.

DATED this _____ day of _____, 20____.

Students who are able to self-administer specific medication may do so provided:

1. The physician provides written authorization allowing self-administration of said medication.
2. The parent provides written authorization allowing self-administration of said medication.
3. Such medication is transported to the school and maintained under the student's control in the original, properly labeled package and (a) is not opened except when self-administering the medication, (b) is not self-administered during instructional time or in the presence of other students unless medically necessary, and (c) is not shown or exhibited to other students.
4. The student's physician or physicians' designee has (1) evaluated the situation and deemed it to be safe and appropriate; (2) documented this on the physician's authorization for the student's cumulative health record, and (3) approved the general administration plan.
5. The student and the student's physician or physician's designee have developed a plan for reporting and supervising self-administration.
6. The principal and appropriate teacher are informed that the student is self-administering prescribed medication.

Doctor's Signature _____

Receipt of Student-Parent Handbook

The Student-Parent Handbook of Elm Creek Public Schools is available on the internet at www.elmcreekschools.org.

Because of the expense of printing the handbooks, we are asking that you consider using the internet to access and review the 2022-2023 Student Parent Handbook. Using the internet to access the handbook will allow the district to direct printing dollars to instructional needs and eliminate the need for you to search for your handbook when you have questions throughout the year.

- Thank you for providing the 2022-2023 Student-Parent Handbook online. I will review it on the internet. My signed receipt below acknowledges receipt of the Handbook in a satisfactory manner via the internet.
- I prefer a paper copy of the Handbook.

Initial for your selection

This signed receipt acknowledges receipt of the Student-Parent Handbook of Elm Creek Jr. - Sr. High School. It is understood that the handbook contains student conduct and discipline rules information about Safe and Drug-Free Schools, 1:1 Chrome Initiative and Extracurricular Activities and that the undersigned, as student, agrees to follow such conduct and discipline rules. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used to respond to harassment or discrimination.

Parent Signature: _____

Printed Name: _____

Date: _____

Student Signature: _____

Printed Name: _____

Date: _____

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NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2023/24 STATE AID CERTIFICATION

ELM CREEK PUBLIC SCHOOLS (10-0009-000)

FORMULA STUDENTS CALCULATION

(Fall Membership	x	ADM/FM Ratio)	+	Contracted Out	=	Formula Students
(332	x	0.9895027478)	+	0	=	328.51
KDG Adjustment		(0 students	x .5)		times ADM Factor	=	0.00
<i>Total Formula Students</i>							

FORMULA NEEDS CALCULATION

Basic Funding	5,054,740.00
Poverty Allowance	72,250.00
Limited English Proficiency Allowance	34,000.00
Focus School & Program Allowance	0.00
Summer School Allowance	0.00
Special Receipts Allowance	251,102.00
Transportation Allowance	117,338.00
Elementary Site Allowance	0.00
Distance Education & Telecommunications Allowance	3,133.00
Averaging Adjustment	0.00
New School Adjustment	0.00
Student Growth Adjustment	0.00
Community Achievement Plan Adjustment	0.00
Limited English Proficiency Allowance Correction	0.00
Student Growth Adjustment Correction	0.00
Poverty Allowance Correction	0.00
Non Qualified LEP Adjustment	0.00
Total Calculated Formula Needs	5,532,563.00
Formula Needs Stabilization	0.00
Total Formula Needs	5,532,563.00

FORMULA RESOURCES CALCULATION

Yield From Local Effort Rate	419,023,719 / 100 x 1.0000000000	4,190,237.00
Net Option Funding		241,150.00
Allocated Income Tax Funds		52,220.00
Other Actual Receipts		580,978.00
Community Achievement Plan Aid		0.00
Foundation Aid		492,772.00
Total Formula Resources		5,557,357.00

Some numbers may be rounded for presentation. For further information, see the "Tax Equity and Educational Opportunities Support Act" document available on the FOS/State Aid website. For questions, contact (402) 450-1418 or (402) 471-4320.

Note: Due to missing Federal Poverty data for the 2022/23 school year, State Aid was calculated using 2021/22 numbers.

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2023/24 STATE AID CERTIFICATION

ELM CREEK PUBLIC SCHOOLS (10-0009-000)

STATE AID CALCULATION

Equalization Aid	0.00
Net Option Funding	241,150.00
Allocated Income Tax Funds	52,220.00
Community Achievement Plan Aid	0.00
Foundation Aid	492,772.00
Total State Aid Calculated	786,142.00
Prior Year () State Aid Correction	1,938.00
Total State Aid	788,080.00
Carryover Adjustment from years prior to 2023/24	0.00

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NEBRASKA DEPARTMENT OF EDUCATION
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