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{\rtlch\fcs1 \af2\afs28 \ltrch\fcs0 \fs28\insrsid3682047\charrsid12679068 Monday, June 11,  
2018 7:30 PM \par Conference Room at the Southern Valley Schools Junior/Senior High School  
Building, Oxford, Nebraska  
43739 Hwy 89  
Oxford, NE 68967r\s15\ql  
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## 1. OPENING

- 1.1. Call Meeting to Order
- 1.2. Roll Call
- 1.3. Excuse Absent Board Members
- 1.4. Acknowledge Posted Open Meeting Act

## 2. REVIEW THE AGENDA

- 2.1. Publication of Notice Verification
- 2.2. Notes Regarding Agenda/Additions
- 2.3. Approval of Agenda

Motion to approve Passed with a motion by Steve Hunt and a second by Ryan Hunt.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt:

Yea, David Witte: Yea

- 2.4. Approval of Prior Minutes

## 3. RECOGNITION OF VISITORS

- 3.1. Public Comment

#### 4. BUSINESS ITEMS

##### 4.1. Approval of Bills

Motion to approve Passed with a motion by Ryan Hunt and a second by Craig Baily.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

##### 4.2. Treasure's Report

##### 4.3. Committee Reports

##### 4.4. Principal's Report

##### 4.5. AD Report

#### 5. ACTION ITEMS

##### 5.1. Resignation

Motion Passed with a motion by David Witte and a second by Ryan Hunt.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

##### 5.2. Policy Updates Reading #1

Motion to approve Passed with a motion by Ryan Hunt and a second by Craig Baily.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

##### 5.3. Brandon Marquez Contract

Motion to approve Passed with a motion by Ryan Hunt and a second by Steve Hunt.

Craig Baily: Nay, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

##### 5.4. Russell Norton Contract

Motion Passed with a motion by Steve Hunt and a second by Craig Baily.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

##### 5.5. South Central Bank Account

Motion to approve Passed with a motion by Ryan Hunt and a second by Steve Hunt.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

##### 5.6. Cash Management

Motion to approve Passed with a motion by Ryan Hunt and a second by Todd Brown.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

5.7. Remove Brendan Calahan and Darren Tobey from accounts

Motion Passed with a motion by David Witte and a second by Todd Brown.

Craig Baily: Yea, Robert Bergquist: Yea, Todd Brown: Yea, Ryan Hunt: Yea, Steve Hunt: Yea, David Witte: Yea

6. INFORMATIONAL ITEMS

6.1. Track Repair

7. EXECUTIVE SESSION

8. MOTION TO ADJOURN

Board of Education Meeting  
May 14<sup>th</sup>, 2018 8:30 PM  
Conference Room at the Southern Valley Schools Junior/Senior High School Building,  
Oxford, Nebraska

The regular meeting of the Southern Valley Board of Education was called to order by President Bob Bergquist at 8:30pm. The roll was called and the following members were present: Ryan Hunt, Bob Bergquist, Todd Brown, Steve Hunt, Dave Witte and Craig Baily. Members absent: None. Others present: Superintendent Darren Tobey, Elementary Principal Mark Grove, Secondary Principal Brendan Calahan, and Activities Director Jeff Ellis.

The Board of Education makes available a current copy of the Open Meetings Act accessible to members of the public. The Open Meetings Act is also posted in the conference room. Notice of the meeting was given in advance by posting in accordance with the Board of Education approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in the posted notice and a current copy of the agenda was maintained as stated in the posted notice.

Time was allowed for public comment. No public comment.

Motion to approve the agenda passed with a motion by Steve Hunt and a second by Todd Brown.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes

April 2018 minutes approved as submitted.

Motion to approve receipts and payment of expenditures submitted by the administration passed with a motion by Ryan Hunt and a second by Todd Brown.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes

The Financial Report and Budget Comparison Reports were reviewed along with current account balances and projected revenue.

Motion to approve resignations from Jimmy Sindelar and Lacie Wright passed with a motion by Ryan Hunt and second by Craig Baily.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes



Motion to approve a teaching contract to Dexter Becker, Richard McDonald, Kate Likens and Karson Langley for the 2018-19 school year passed with a motion by Steve Hunt and second by Ryan Hunt.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes

Motion to approve High School Principal Contract to Jeff Linden for the 2018-19 school year at the salary of \$85,000 passed with a motion by Ryan Hunt and a second by Todd Brown.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes

Motion to approve the bid from Stark Data and Networking to update and replace security cameras passed with a motion by Dave Witte and a second by Craig Baily.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes

Informational Items: Update on Elementary roof and update on new bus barn project.

Motion to go into executive session at 9:27pm, to discuss personnel, necessary for the protection of public interest or for the prevention of needless inquiry to the reputation of an individual, in the compliance of the law, passed with a motion by Steve Ryan and a second by Ryan Hunt.

Craig Baily	Yes
Bob Bergquist	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Dave Witte	Yes

Board came out of executive session at 9:50pm.

Meeting adjourned at 9:51pm.

The next regular meeting is scheduled for June 11<sup>th</sup>, 2018 at 7:30pm.

Dated this 17<sup>th</sup> day of May 2018.

FURNAS COUNTY SCHOOL DISTRICT #540  
A/K/A SOUTHERN VALLEY SCHOOLS  
BY: Bob Bergquist, PRESIDENT

ATTEST: Lindin Quinn, Recording Secretary



06/11/2018 04:32 PM

User ID: LLQ

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Acco Brands USA LLC	2740657	General Supplies	18.98
Acco Brands USA LLC	2740862	General Supplies	120.05
Total Acco Brands USA LLC			<u>139.03</u>
Ag Valley Coop	162780 5/25/18	Bus Gas	1,625.12
Ag Valley Coop	162785 5/25/18	Bus Gas	363.21
Total Ag Valley Coop			<u>1,988.33</u>
B&H Photo-Video-Pro Audio	142643325	General Supplies	772.80
Total B&H Photo-Video-Pro Audio			<u>772.80</u>
Beaver City Municipal Plant	401001 5/21	Electricity- IA Project	23.70
Beaver City Municipal Plant	421000 5/21	Electricity- Bus Barn	17.21
Total Beaver City Municipal Plant			<u>40.91</u>
Beaver Creek Mowing	786019	Mowing	3,277.00
Total Beaver Creek Mowing			<u>3,277.00</u>
Bishop Electric	1392	Custodial Supplies	27.52
Total Bishop Electric			<u>27.52</u>
Black Hills Energy	6/6/18	IA Project	23.94
Total Black Hills Energy			<u>23.94</u>
Blick Art Materials	9451401	General Supplies	243.46
Total Blick Art Materials			<u>243.46</u>
Brad Bowers	2nd Semester	2nd Semester Mileage	226.80
Total Brad Bowers			<u>226.80</u>
Builders	370216	Custodial Supplies	21.36
Total Builders			<u>21.36</u>
Centennial Sales	56912	General Supplies	113.54
Total Centennial Sales			<u>113.54</u>
Cobra Midwest	080656	Custodial Supplies	900.00
Total Cobra Midwest			<u>900.00</u>
Comdata Corporation	XE887 6/11/18	Bus Gas	1,638.17
Total Comdata Corporation			<u>1,638.17</u>
Computer Hardware	120000	Computer Hardware	394.00
Computer Hardware	120143	Computer Hardware	728.00
Total Computer Hardware			<u>1,122.00</u>
Computers Etc.	52455	Computer Supplies	62.15
Total Computers Etc.			<u>62.15</u>
Cycle Therapy	5/31/18	Counseling Services	2,205.00
Total Cycle Therapy			<u>2,205.00</u>

Vendor Name	Invoice Number	Description	Amount
Dish Network	8255707082064465 6/	Dish Network	240.57
Total Dish Network			<u>240.57</u>
Eakes Office Products Gi	11	Deposit- Copier	3,354.16
Eakes Office Products Gi	INV64817	Copies	4,462.36
Total Eakes Office Products Gi			<u>7,816.52</u>
Edgerton Explorit Center	20180612	Summer School Expense	860.00
Total Edgerton Explorit Center			<u>860.00</u>
Egan Supply Co.	282370	General Supplies	284.32
Total Egan Supply Co.			<u>284.32</u>
Ellis, Jeff	6/11/18	Reimbursement- Cell Phone	168.92
Total Ellis, Jeff			<u>168.92</u>
Esu #11	1718-3-12	3rd Qtr Billing	56,818.66
Esu #11	3355	3rd Qtr Billing	5,478.86
Total Esu #11			<u>62,297.52</u>
Fisher Scientific	6233005	Teaching Supplies- Thalheim	96.00
Total Fisher Scientific			<u>96.00</u>
Frontier Communications	8689966 6/6/	Telephone	173.55
Total Frontier Communications			<u>173.55</u>
Harlan County Journal	2707	Meeting Notice	5.25
Total Harlan County Journal			<u>5.25</u>
Heartland Family Medicine	5/14/18 M Taylor	Bus Driver Physical	75.00
Total Heartland Family Medicine			<u>75.00</u>
Hometown Leasing	June 2018	Copier Lease Payment	3,521.86
Total Hometown Leasing			<u>3,521.86</u>
JENNIFER SCHUTZ,OTR/L	May 2018	SPED Services	2,033.86
Total JENNIFER SCHUTZ,OTR/L			<u>2,033.86</u>
Johnstone Supply	1201282	Custodial Supplies	22.64
Johnstone Supply	6072825	Custodial Supplies	32.37
Johnstone Supply	6073545	Custodial Supplies	10.02
Total Johnstone Supply			<u>65.03</u>
Kelley's Super Market Inc	22221 6/1/18	FCS Supplies	153.79
Total Kelley's Super Market Inc			<u>153.79</u>
KSB School Law	4734	Legal Counsel	835.66
Total KSB School Law			<u>835.66</u>
LaRue Coffee	27003332052	General Supplies	110.76
Total LaRue Coffee			<u>110.76</u>
Leighton Schmidt	Mileage 6/11/18	Mileage	26.00

Vendor Name	Invoice Number	Description	Amount
Total Leighton Schmidt			<u>26.00</u>
Library Store, Inc., The	331349	General Supplies	16.54
Total Library Store, Inc., The			<u>16.54</u>
MCI	086883584723 6/9	Long Distance	444.96
Total MCI			<u>444.96</u>
Midamerican Research Chemical	0636462	Custodial Supplies	2,287.79
Midamerican Research Chemical	0636695	Custodial Supplies	31.65
Midamerican Research Chemical	0636953	Custodial Supplies	252.81
Midamerican Research Chemical	0637479	Custodial Supplies	760.81
Midamerican Research Chemical	636953	Custodial Supplies	252.81
Total Midamerican Research Chemical			<u>3,585.87</u>
Nebraska Safety & Fire Equipment, Inc.	88287	Fire Alarm Inspection	667.00
Total Nebraska Safety & Fire Equipment, Inc.			<u>667.00</u>
Norton Ice	69475	General Supplies	31.25
Total Norton Ice			<u>31.25</u>
Omaha World-Herald	Subscription 1369655	Subscription Renewal	174.71
Total Omaha World-Herald			<u>174.71</u>
One Call Concepts, Inc.	8050653	Line Locate	2.28
Total One Call Concepts, Inc.			<u>2.28</u>
Oxford Utilities	7704 6/15	Trash Haul	660.25
Oxford Utilities	7914 6/15	Electricity- Bus Barn	72.90
Total Oxford Utilities			<u>733.15</u>
Phelps County Rehabilitation Services	449	SPED Services	212.54
Total Phelps County Rehabilitation Services			<u>212.54</u>
Pitney Bowes	800909006064369 6	Postage	500.00
Total Pitney Bowes			<u>500.00</u>
Pyramid School Products	S1367018	General Supplies	64.68
Total Pyramid School Products			<u>64.68</u>
S & W Auto Parts	3515 5/29	Custodial Supplies	65.55
Total S & W Auto Parts			<u>65.55</u>
S&S Worldwide	10252025	Teaching Supplies- Hansen	5.40
Total S&S Worldwide			<u>5.40</u>
School Specialty Inc	208120422007	General Supplies- Pam	104.25
Total School Specialty Inc			<u>104.25</u>
Scott Electric	818312	General Supplies	57.00
Scott Electric	836300	General Supplies	342.00
Total Scott Electric			<u>399.00</u>

Vendor Name	Invoice Number	Description	Amount
Sinclair Oil Corporation	7375058 6/22	Bus Gas	1,751.98
Total Sinclair Oil Corporation			<u>1,751.98</u>
Southwest Ne Physical Therapy	02617	SPED Services	350.00
Total Southwest Ne Physical Therapy			<u>350.00</u>
Stamford Service LLC	5/31/18	Bus Gas	497.88
Total Stamford Service LLC			<u>497.88</u>
Sv Depreciation Fund	June 2018	June 2018	10,000.00
Total Sv Depreciation Fund			<u>10,000.00</u>
Thalheim, Jessie	6/11/18	Teaching Supplies- Thalheim	65.29
Total Thalheim, Jessie			<u>65.29</u>
Twin Valleys Public Power	6/4/18	Electricity	11,361.54
Total Twin Valleys Public Power			<u>11,361.54</u>
TwoPturf, LLC	1383	Grounds Upkeep	2,216.25
Total TwoPturf, LLC			<u>2,216.25</u>
Verizon Wireless	9807292910	Verizon	582.21
Total Verizon Wireless			<u>582.21</u>
Woodward's Disposal Service, Inc.	5/31/18	Shredding	35.00
Total Woodward's Disposal Service, Inc.			<u>35.00</u>
Yanda's Music And Pro Audio	2423	Teaching Supplies- Z Nathan	54.00
Total Yanda's Music And Pro Audio			<u>54.00</u>
Fund Number 01			<u>125,487.95</u>
Checking Account ID 1			<u>125,487.95</u>

SOUTHERN VALLEY SCHOOL Financial Report- June 2018								
<u>ACCOUNT NAME</u>	<u>CASH BALANCE</u>	<u>BEGIN. CD BAL.</u>	<u>DEPOSIT</u>	<u>INTEREST</u>	<u>TRANSFER</u>	<u>EXPENSE</u>	<u>Current Balances</u>	<u>June 2017 Balances</u>
<i>Bond Fund Checking</i>	\$ 230,876.58		\$ 65,706.27	\$ 226.77			\$ 296,809.62	\$ 273,210.49
<i>Bond LAF</i>	\$ 176,777.69			\$ 187.09			\$ 176,964.78	\$ 175,331.54
<b>Bond Total</b>							<b>\$ 473,774.40</b>	\$ 448,542.03
<i>Depreciation Checking</i>	\$ 134,388.17		\$ 34,500.00	\$ 26.21		\$ 102,351.47	<b>\$ 66,562.91</b>	\$ 163,280.97
<i>General Special</i>		\$ 194,916.28		\$ 124.16	\$ 0.00	\$ -	\$ 195,040.44	\$ 193,585.38
<i>General Checking</i>	\$ 1,841,566.78		\$ 1,489,280.41	\$ 1,975.54	\$ 0.00	\$ 641,826.69	\$ 2,690,996.04	\$ 980,825.42
<b>General Total</b>							<b>\$2,886,036.48</b>	\$ 1,174,410.80
<i>General Clearing Checking</i>	\$ 50,431.50		\$ 63,747.96	\$ 31.02			<b>\$ 114,210.48</b>	\$ 7,641.49
<i>Sinking/BLDG Fund Checking</i>	\$ 580,320.43		\$ 45,401.99	\$ 255.19		\$ 26,528.78	<b>\$ 599,448.83</b>	\$ 484,794.81
<i>QCPUF</i>	\$ 43,052.84		\$ 23,232.87	\$ 28.12			<b>\$ 66,313.83</b>	\$ 40,308.92
							<b>\$ 4,140,033.10</b>	\$ 2,318,979.02





Jeffrey K. Ellis  
1006 Odell Street  
Oxford, NE 68967  
(308) 340-1242  
[jeff.ellis@sveagles.org](mailto:jeff.ellis@sveagles.org)

06/11/18

Southern Valley Board of Education  
ATTN: Darren Tobey - Superintendent  
Southern Valley Public School  
43739 Hwy 89  
Oxford, NE 68967

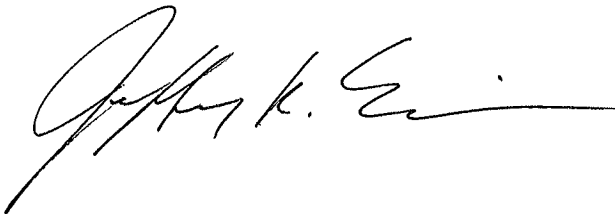
Dear Mr. Tobey

I would like to inform you that I am resigning from my position as Assistant Principal/Activities Director/Head GBB at Southern Valley Jr./Sr. High School, effective May 31, 2018.

Thank you very much for the opportunities for professional and personal development that you have provided me during the last two years. I have enjoyed working for the school district and appreciate the support provided me during my short time as apart of SVNation.

If I can be of any help during this transition, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey K. Ellis". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeffrey K. Ellis



Karen Haase  
Steve Williams  
Bobby Truhe  
Tim Malm  
Shari Russell, Paralegal

## **ANNUAL NOTICES OR POLICY REVIEWS REQUIRED OF NEBRASKA SCHOOL BOARDS**

Each year, school boards are required to provide students, parents, and/or the public with notices, many of which must be provided at the beginning of the school year. Similarly, school boards must review certain policies on an annual basis, even if they do not have to provide a separate notice of that review. This list reviews the notices and policy reviews your board should complete before or during the 2018-19 school year.

### **Required Annual Policy Reviews**

**Parental Involvement Policy.** Although it is confusing, there are two “parental involvement” policies: one required by state law and one by federal law under Title I. State law requires the board to hold a public hearing on its parental involvement policy. After the hearing, the board must either alter and adopt the revised policy or reaffirm it as written. NEB. REV. STAT. § 79-533.

**Title I Parental Involvement Policy.** In addition to the general parental involvement policy, the district must have a policy on the involvement of parents in its Title I program. The board must “conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served....” 20 U.S.C. § 6318(a)(2)(E) (Elementary and Secondary Education Act § 6318(B)). *Note that NDE has been looking for evidence of parental input in the “annual evaluation” of the policy and programs. We recommend that you provide evidence of input from at least one affected parent, even if that is a staff member of the district, such as recording their input in your board meeting minutes or receiving an e-mail from an affected parent suggesting changes or stating that the policy is good as written.*

**Student Fees Policy.** The board must review the amount of money collected from students and review the waivers of student fees provided to students under its student fee policy. It must then hold a public hearing on a proposed student fee policy for the following school year. NEB. REV. STAT. § 79-2,134.

**Bullying.** The board must review its bullying policy. No public hearing is required. NEB. REV. STAT § 79-2,137.

**Multicultural Education.** The board must receive a report about the district's multicultural education curriculum. Rule 10 § 004.01F5.

**Teacher Evaluation.** The district must communicate with staff members in writing about the evaluation process. Rule 10 § 007.06A1a. If the district revises its evaluation instrument or process, it must submit the revised policies and procedures to the Nebraska Department of Education for approval. Rule 10 § 007.06A2.

**Student Academic Performance.** The district must distribute an annual report to patrons about the district's academic performance. Rule 10 § 010.01A and B.

**Safety and Security Committee.** The district's safety and security committee must meet at least annually to prepare and/or review safety and security plans and procedures. Rule 10 § 011.01C. The district's safety and security plan must be reviewed annually by at least one person who is not on the safety and security committee and is not an employee of the district. Rule 10 § 011.01C.

**Attendance and Excessive Absenteeism.** The board must annually review its attendance policy at a board meeting. The statute requires that this review be "in collaboration with the county attorney." We interpret the statute to allow an administrator to communicate with the county attorney either before or after the board's annual review of the policy.

### **Required Biennial Policy Reviews**

**Federal Inventory Review.** The Education Department General Administrative Regulations (EDGAR) regulations require in section 80.32 that "a physical inventory of the property must be taken and the results reconciled with the property records at least once every two years." If you've accepted federal funds for to purchase physical items like iPads or kitchen equipment, you'll need to comply with the biennial inventory requirements. You also will need to tag all non-consumable purchases, like network equipment, and small property such as Chromebooks and tablets that can easily be stolen. Those in charge of grants must ensure that procedures are in place and followed to tag equipment in a visible location and record funding details.

## Required Triennial Policy Reviews

**Wellness.** Under the Healthy and Hunger Free Kids Act of 2010 the district is required to assess and review its wellness policy to determine compliance, compare with NDE model wellness policies, and how much progress has been made toward the goals of the policy. Updates or modifications should be made after review as the board deems appropriate.

## Required Notices

**Federal Educational Rights and Privacy Act.** The Federal Educational Rights and Privacy Act (FERPA), requires school districts to provide parents/guardians and adult students annual notice of their rights to inspect and review education records, amend education records, consent to disclose personally identifiable information in education records, and file a complaint with the U.S. Department of Education. 34 C.F.R. § 99.7. This information is contained in the FERPA policies we have provided you and should be reproduced in your student handbook.

**Protection of Pupil Rights Amendment.** The Protection of Pupil Rights Amendment (PPRA) requires school districts to adopt a number of policies regarding surveys, instructional materials, physical examinations, personal information used for marketing, etc. Parents must be notified of these policies at least annually at the beginning of the school year and within a reasonable time period after any substantial change is made to the policies. 20 U.S.C. § 1232(h) (c)(2)(A). This information is contained in the PPRA policy we have provided you and should be reproduced in your student handbook.

**Child Nutrition Programs.** School districts that participate in the National School Lunch Program, the School Breakfast Program, or the Special Milk Program, must provide both parents and the public information near the beginning of the school year, about free and reduced price meals and/or free milk. 7 C.F.R. § 245.5. Districts must provide parents with an application form. Districts must also notify students and their families of the district's policy for meal purchases by students with negative account balances.

**McKinney Vento Act.** The McKinney Vento Act requires homeless student liaisons to provide public notice of the education rights of homeless students in places where homeless students receive services under the Act. 42 U.S.C. § 11432(g)(6). This information is included in the policy we have provided you.

The McKinney Vento Act also requires homeless student liaisons to provide public notice of the education rights of homeless students disseminated in places where homeless students receive services under the Act including schools, family shelters, and soup kitchens. The notice must be in a “manner and form” understandable to homeless students and their parents/guardians, “including, if necessary and to the extent feasible,” in their native language. 42 U.S.C. § 11432(g)(6). The National Center for Homeless Students (funded by the U.S. Department of Education) has created posters (in black and white or color, in English or in Spanish, for parents or for students) that can be ordered here: <http://center.serve.org/nche/products.php#electronic>

**Title VI, Section 504, Age Discrimination Act, and Title II of the American with Disabilities Act.** A number of federal statutes protect the rights of beneficiaries in programs or activities that receive financial assistance from being discriminated against, and most of these statutes require districts to provide public notice of compliance with these laws. The Notice of Non-Discrimination that we have provided with this update should appear in your staff and student handbooks.

**Drug-Free Workplace.** Your staff handbook should contain a notice to all employees that the school is a drug-free workplace. This is required of all recipients of federal funds pursuant to 41 U.S.C. § 702. Be sure to have your employees sign a receipt confirming that they have reviewed and understand that policy.

**Notice of Policy on Opting Out of Assessments.** The Every Student Succeeds Act requires school districts receiving Title I funds shall notify parents that they may request, information regarding any state or local policy addressing student participation in assessments mandated by state and federal law. Schools must provide this information in a timely manner. We have included in the policy service a sample opt-out notice. If a parent requests this information, you should provide them with a copy of Policy 5018 (as amended in the 2017 Annual Updates).

**Information on State and Federal Assessments.** ESSA also requires all school districts to take steps to ensure that state and federal assessments are administered with transparency. School districts are required to “make widely available through public means” information on required state assessments and, if available and feasible to report, information on assessments required districtwide. This information must include:

- Subject matter assessed
- Purpose for which the assessment is designed and used
- Source of the requirement for the assessment

If the following information is available, the public notice of assessments must also include:

- Amount of time students will spend taking the assessment
- Schedule for the assessment
- Time and format for disseminating results

This information must be posted "in a clear and easily accessible manner" on the district's website.

**Asbestos Management Plan.** Federal law requires districts to have an asbestos management plan for all of its buildings—owned or leased—and to update it periodically, among other requirements for inspections and training if staff work in buildings which contain or may contain asbestos. At least once each school year, schools must notify parents, staff, and local associations of the plan and where it can be found.

**Notice of Designation for Support.** Schools which are designated by NDE as needing "comprehensive support and improvement" or "targeted support and improvement" must "promptly notify the parents" of every student of the school's identification for support, the reasons for identification, and how parents can become involved in the improvement process.

### **Annual Training Requirements**

**Dating Violence.** The Lyndsay Ann Burke Act, adopted by Nebraska in 2010, requires "[e]ach school district shall provide dating violence training to staff deemed appropriate by a school district's administration. The dating violence training shall include, but not be limited to, basic awareness of dating violence, warning signs of dating violence, and the school district's dating violence policy." Neb. Rev. Stat. § 79-2,141. Notice that this does not have to be an annual training, but you should be able to point to something since 2010 that you have done which counts as "dating violence training."

**Concussion Awareness.** The school is obligated to make available training approved by the chief medical officer on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams. Again, this

doesn't have to be re-done every year, but you should make sure all of your current coaches have had that. You also have to provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition on an annual basis.

**Suicide Prevention.** The Nebraska Department of Education is required by NEB. REV. STAT. § 79-2,146 to provide annual suicide prevention training to schools. The statute requires that "all public school nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel shall receive at least one hour of suicide awareness and prevention training each year." It is up to the board to determine who constitutes "other appropriate personnel." The NDE training is web-based and takes 1-2 hours to complete, depending on the individualized responses of the trainee.

### **Suggested Annual Reviews and/or Trainings**

Although we try hard not to make service on the board of education more onerous than it already is, we think boards would also be well served to review the following policies once per year, whether it be prior to the beginning of the school year, or at the beginning of the calendar year.

**Policy 2007 Reimbursement and Miscellaneous Expenditures.** State statute allows the board of education to provide one recognition dinner each year for the board, employees or volunteers. You may also spend funds on "plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers." including persons serving on local government boards or commissions. These expenditures have to be formally authorized by the board "after a public hearing." You may not amend the policy more than once in any 12-month period after its initial adoption. This is an area that the Nebraska State Auditor has focused on, so we think school boards would be wise to review this policy annually and to have that review recorded in its meeting minutes.

**Policy 2008 Meetings.** Finally, we strongly suggest that your board "repass" this policy or whichever policy you use to designate the method of providing notice of meetings. The Open Meetings Act requires you to use the method designated in your board's minutes. If you do not have those minutes readily available, repassing the policy and including the methods in

your minutes during your next meeting will allow you to comply with that technical requirement.

**Policy 3047 Data Breach.** We recommend that the superintendent, or his/her designee, annually update the data directory. This includes a list of all computing devices purchased by the district, all software installed on district devices, a list of staff members with access to district devices, and a list of staff members with active usernames and passwords for any district software.

**Conflict of Interest Training for All Staff Working with Federal Programs.** The EDGAR regulations require that each school district has a code of conduct to prevent employees who work in programs funded by federal dollars from engaging in behavior which creates a conflict of interest. Although there is no requirement that you train your staff on this policy, we do not think it is fair to create standards for employees like cooks, special education drivers and Title I paraeducators without providing them with training. We recommend that you train on this issue annually.





Karen Haase  
Steve Williams  
Bobby Truhe  
Tim Malm  
Shari Russell, Paralegal

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## MEMORANDUM

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TO: KSB Policy Service Subscribers  
FROM: KSB School Law  
DATE: May 14, 2018  
RE: Annual Policy Updates

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Attached are the 2018 KSB School Law policy updates. As has been our practice, we have also included changes to our standard forms and updates on some other laws which do not require changes to policies but do present new obligations or things to keep in mind as you enter the 2018-2019 year. We have broken these down in 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Tuesday, May 22, 2018 at 10:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We will send out the link to the ZOOM conference to subscribers and will post it on the website in the Policy Updates section.

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

## **Policy Changes**

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

Without fail, some boards struggle each year to appoint board officers. Sometimes no board members volunteer; sometimes no motion receives a second; and sometimes there are dozens of votes without any nominated board member receiving a majority. For example, we believe the current record is 155 votes for the board president position, split 3-3 each time. You saw it play out in the World Herald and on social media this year at Omaha Public Schools.

We have added two provisions to this policy. The first makes clear that the votes to nominate a board officer can be conducted by secret ballot as long as the vote tally is recorded in the minutes. The second is a series of methods the board can use to fill its officer positions if one of the crazy circumstances above happens to your board.

The most common scenario is a split vote multiple times for board president. For that scenario, we've offered 2 options: split the position between the 2 members at 6 months apiece, or flip a coin.

**This change is not required but is recommended; you will have to make a choice between 2 options.**

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### **REVISION OF POLICY 2006: Complaint Procedure**

Our general purpose behind policy 2006 is simple: drive as many different complaints and due process requirements as possible to one place, using one procedure. Unfortunately, bad actors also know that one way to significantly increase the administrative burdens of operating a school is to file complaints in bad faith or to become a "serial filer." Schools have seen an increase in the number of individuals who simply file complaints to be a pain, especially when they can eventually get a review from the board. Additionally, many of these "serial" complainants are either raising illegitimate issues or have no desire to actually resolve claims through the complaint process.

To combat bad faith attempts, we added a section to the policy to address those situations. Even entities like the Office of Civil Rights have

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added similar complaint processing restrictions for serial filers. However, because policy 2006 contains many important state and federal law due process components (such as the ADA, Title IX, Section 504, etc.), this section had to be carefully worded to avoid violations. You should review it carefully and decide if the board is comfortable allowing the superintendent to make these determinations.

This policy was also amended to include the standard of evidence that investigators must use when determining if misconduct occurred. This is related to the updates to Policy 5026 regarding sexual misconduct complaints. It is our recommendation that all student misconduct offenses be investigated using the same standard of evidence.

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

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### **REVISION OF POLICY 2007: Reimbursement and Miscellaneous Expenditures**

The Local Government Miscellaneous Expenditures Act allows schools to spend public funds for one recognition dinner each year for elected and appointed officials, employees, or volunteers of the school district. Since the Act was enacted in 1993, the maximum cost per person for the dinner has been \$25.00. LB 1036 increases the maximum cost per person for such a dinner to \$50.00.

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

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### **REVISION OF POLICY 2013: Violation of Board Ethics**

The current version of Policy 2013 says that a board can go into closed session to discuss a violation of its code of ethics by one of its members. Section 84-1410, governing closed sessions, says that it is permissible to go into closed session "for the prevention of needless injury to the reputation of an individual...if such individual has not requested a public meeting." So long as the underlying reason and technical compliance components of the statute are met, there is no prohibition on using a closed session for protecting the reputation of a board member.

Recently, one of our clients defended an Open Meetings Act complaint filed with the Nebraska Attorney General. In the complaint, the complainant challenged the sufficiency of a closed session motion made by the board of

education. Ultimately, the board wanted to go into closed session to protect the reputation of one of the board members. The Attorney General rejected the idea outright that a board can go into closed session to protect a fellow board member's reputation: "[W]e do not believe that it is a proper reason for a closed session to protect the reputation of a member of the public body."

Consequently, we are revising this policy to remove the authority for the board to use closed session to hold a discussion of a violation of board ethics. We also encourage all boards to be mindful of this decision in the event they want to use closed session to protect a board member's reputation for other reasons.

**These changes are required.**

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### **REVISION OF POLICY 3020: Copyright Compliance**

This year, we took a fresh look at our copyright policy. After reviewing the federal Copyright Act and other copyright laws, we have incorporated several new sections into this policy. Each new section is designed to increase compliance with copyright laws and preserve defenses the district and individuals will have in the event of a violation by a student or staff member engaged in district curriculum, activities, or programs.

The policy requires any staff member who wants to use a copyrighted "work" to seek the written permission of the building principal. The principal must ensure either that (1) the district has obtained a license for the use, or (2) the staff member's use of the copyrighted material is a "fair use" for educational purposes. This will require building principals to have a working understanding of what constitutes "fair use" in the educational context, because federal law provides some protection from liability for educational institutions if they authorize use of copyrighted material only when they "reasonably" believe it is a "fair use." Even if a principal accidentally authorizes use of copyrighted material which turns out to be a violation, the defense to liability exists if the principal reasonably believed it was a fair use. This requires some level of consideration of the fair use doctrine, which is why staff members must seek permission of the building principal and why the principal must actually make a fair use determination.

The policy also requires the district to make materials available (and ideally training) to students and staff on the importance of copyright compliance. It provides another defense for the district to use if it

distributes/trains on copyright compliance in an effort to avoid violations of the law.

Finally, the policy authorizes building administrators or their designees to take reasonable steps to stop copyright violations when they discover them, including removing materials from use, limiting access to district devices and technology, and imposing disciplinary consequences.

**These changes are required.**

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**REVISION OF POLICIES 3022: Volunteers  
AND 6027: Field Trips**

One of our policy subscribers received multiple requests from convicted felons to volunteer on school district field trips. The school district asked for more specific wording in these policies to make clear that the superintendent had the ultimate authority to reject volunteers or chaperones who were not suitable or appropriate for the assignment.

**These changes are not required.**

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**REVISION OF POLICIES 3023: Record Management and Retention  
(formerly Electronic Record Management)**

The Nebraska Secretary of State's Record Management Division has recently completed a full revision of Schedule 10, the record retention schedule which governs school districts. We have added the requirements for general record retention to this policy which previously only addressed electronic records. Given the dominance of digital record-keeping, it did not seem sensible to us to continue distinguishing between electronic and paper records.

We also felt that it was time to review our policy on electronic records management given the huge changes in the management and storage of electronic data with the advent of cloud-based digital communications. If you use a cloud-based service such as Google Apps for Education or Office 365, you will need to select the retention level you have selected from your service provider. If you still use internal servers to host your e-mail, you will need to consult with your technology coordinator to determine how long the district stores e-mail and other electronic data. There is no obligation to

retain all of your e-mail in their original format, but you must identify your retention schedule for these records.

Under the Secretary of State's retention schedule, "short term communications" must be maintained for at least 6 months, which is why we have included that retention period for school-affiliated social media posts. Please note that all this means is that staff using school-affiliated social media posts cannot delete their posts for at least 6 months. If you use Twitter, for example, to announce sports scores, you just cannot go back and delete old Tweets at the end of the school year. You do not have to print these posts -- leaving them on the social media application counts as "maintaining" under the schedules.

We have had numerous issues related to retention and review of security camera footage. School districts' retention obligations for security video is covered by Schedule 24. After consulting with the Secretary of State's office, we have categorized security video as "working papers" which can be destroyed as soon as the school determines that there is no need to keep it. Schools will have to complete an annual disposition report regarding this footage. The Secretary of State's Office was gracious enough to provide us with a sample disposition report on security video footage, which we have included as an example with these updates.

**These changes are required.**

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### **REVISION OF POLICY 3025: Returned and Outstanding Checks (formerly Returned Checks)**

We have updated this policy to include a section on "Outstanding Checks." This year, we had a few boards who issued checks which were not deposited. School auditors recommended to their school districts that they adopt a policy which requires a review after a certain amount of time, and if necessary a follow up with the payee. The new section permits the superintendent to take any action necessary to resolve the matters, including stopping payments and reissuing checks.

**This change is not required.**

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## **REVISION TO POLICY 3040: School Safety and Security**

We have made two changes to the policy. The first deals with requests for memorials. When a school community experiences the death of a student or a similar tragedy, there is often the very human tendency to want to do something in memory of the deceased student. These memorials can range from spontaneous tributes piled at lockers or parking spaces to more permanent, lasting tributes like placing plaques in halls or planting trees or gardens in the student's name. There may also be ceremonies or assemblies that bring together members of the school community to share memories and grieve together. While this is a very understandable impulse, the most current psychological research indicates that these sorts of memorials are not good for kids and they create tremendous potential legal issues. We blogged about this issue last year [here](#). After several schools faced high-profile pressure from their communities to consider allowing student memorials, we reached out to Jolene Palmer, the State Safety and Security Officer. She confirms that it remains best practice to disallow student memorials. While we agree with Ms. Palmer and defer to the research, we also know that there can be tremendous political pressure to allow a memorial. So, we now have two options for memorials. The first is to flatly prohibit them. The second option sets up a process whereby the school's crisis team can consider a request for a memorial and make a recommendation to the board. It is important that you discuss this issue as a board **now** before a crisis event has occurred.

We have also revised the list of crisis team participants to include a representative of the district's IT staff. This person can be an important resource for retrieving security footage, shutting down e-mail access, and other possible crisis response steps.

**These changes are not required.**

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## **REVISION TO POLICY 3047: Data Breach and Response**

We updated this policy to include the security standards put in place by LB 757. LB 757 requires that districts implement appropriate security procedures and practices based on the personal information that is handled by the district. It also requires that vendors be held to the same security standards. This means the policy change will only be step one of compliance with this statute. Each district will need to work with its technology staff to

ensure that data security is in place. Districts will also want vendor contracts reviewed as they enter new contracts or review current contracts, to get the required security provisions written into each contract.

**This change is required.**

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### **NEW POLICY 3048: Communicable Disease**

The KSB Policy Service used to include a policy on communicable diseases, but we decided it duplicated other policies and wasn't needed. Some of our subscribers requested that we put it back in the service. Policy 3048 is the new and improved version of our communicable disease policy.

**This policy is not required.**

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### **NEW POLICY 3049: Drones and Unmanned Aircraft**

We have added this policy to the service since many schools now use drones or other "Unmanned Aircraft Systems" as part of school programs. The policy contemplates some general use restrictions while also factoring in differences for district uses versus personal or private use on school grounds. The policy generally defers to the superintendent or his or her designee to provide permission, designate authorized areas, and impose other restrictions on the use of drones on school property.

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

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### **NEW POLICY 3050: Technology in the Classroom**

Some teachers bring "smart speakers" such as Google Home and Alexa Echo devices into their classrooms. This policy addresses the use of those devices, along with assistive technology that has "listen-in" capabilities.

This policy also addresses how educational apps and other software will be used in the classroom and requires teachers to notify the administration of any app or software they plan to use in their classroom that is not issued by the district.

The Children's Privacy Protection Act places limits on the information which operators of websites or online services can collect from children

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under the age of 13. COPPA is the reason Twitter and Facebook, for example, have a minimum user age of 13 in their terms of service. The aim is to give parents more control over what information is collected from their children online. Schools are not directly regulated by COPPA, but as the digital revolution has moved into the classroom, schools have increasingly been put in the middle of the relationship between vendors and parents. The FTC is the federal agency which enforced COPPA. It has said it prefers schools to have a system where digital resources are reviewed on a district-wide basis to develop a “whitelist/blacklist” system. But that is a *suggestion*, not a *requirement*. In our experience, this is simply unworkable given the vast array of digital educational resources available and the need for school staff to be nimble in responding to student needs. The FTC has said schools may use a decentralized review so long as the district provides adequate guidance to the staff members who are allowed to make relevant decisions. That means if you adopt this policy with a decentralized process, you will have to provide training for every teacher who is permitted to deploy an app that might collect student data.

There is no standard training protocol on COPPA. The district should document the directive that staff must understand the data implications of app usage and student data privacy. One option would be to require all staff to view [this](#) video from PTAC. It is only nine minutes long, not terribly boring, and covers the basics of FERPA and COPPA very well. We also think it will be hard for the FTC or FPCO to say your training was inadequate if you used resources created by the U.S. Department of Education.

**The assistive technology provisions are required. The rest of the policy is highly recommended.**

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### **REVISION OF POLICY 4012: Staff Internet and Computer Use**

Previously, we did not distinguish between staff use of school internet and computers while “on duty” versus “off duty.” We have added that distinction to the policy. To start, we simply added “While on Duty” to several of the first few sections of the policy. We then added a section at the very end of the policy on “Off-Duty Personal Use.”

This new section mirrors the requirements contained in policy 3044, which covers personal use of school resources, including when it is permissible. This was included in the 2017 updates, and it is required to comply with the Political Accountability and Disclosure Act. In addition to complying with other district policies, it requires personal internet/computer

use by staff to comply with NDE Rule 27, so it is clear that inappropriate or unauthorized use can be used as part of a personnel case or PPC complaint. Finally, the new section and policy 3044 require the employee to report as compensation any taxable "income" as defined by IRS rules. We are not accountants and cannot give tax advice, but we believe there are some authorized uses of school property which arguably could be considered as in-kind "income" which must be accounted for in tax filings.

**This change is required.**

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**REVISION OF POLICY 4013: Grievance Procedure**

We include this policy in our policy service, but grievance procedures are mandatory subjects of bargaining. We advise schools and ESUs that your grievance procedure which applies to certificated staff should be in your negotiated agreement. Some schools modify and use this policy for administrative and classified staff "grievances," but most schools use their general complaint procedure for non-union grievances. Regardless of how you handle your grievance procedures for work-related complaints (negotiated agreement, policy, or handbook), some updates from state and federal law have impacted grievance procedure considerations over the past year. We suggest you consider incorporating the changes below wherever your grievance procedures are housed.

In August, the Nebraska Supreme Court decided *Armstrong v. Clarkson Coll.*, 297 Neb. 595, 901 N.W.2d 1 (2017). The important point for public schools and ESUs in Nebraska relates to grievance procedures. The Court held that prior to filing a lawsuit based upon a breach of contract claim, the plaintiff in the case was first required to exhaust the administrative grievance procedure available to her. We have added a section to our policy making clear that it is a required and not a permissive procedure.

You may recall the NSEA circulating proposed language that local associations presented to boards last year asking the board to consider the grievance procedure as "permissive" or "voluntary" rather than a required administrative procedure to exhaust before filing a lawsuit. We advise our clients not to agree to that. We believe the grievance process is useful, because it forces grievances and related issues into one process for staff members covered by the policy. Most grievances are resolved at the lowest level before they are ever formalized. The downside to a mandatory grievance procedure is that schools may receive more grievances as a result.

Although we shared that concern after reading the case and speaking with the NSEA attorneys, we have not seen a significant uptick in grievances filed. If you have not already, you should talk through that with your board.

Finally, as noted above in the Complaint Procedure updates, schools have seen an increase in the number of individuals who simply file complaints to cause administrative burden. Many of these “serial” complainants are either raising illegitimate issues and/or have no desire to actually resolve claims through the complaint process. We added a section to the policy to address those situations. Even entities like the Office of Civil Rights have added similar complaint processing restrictions for serial filers.

**These changes are not required but are recommended. You should review these changes in light of your current grievance procedures and with your board, including adding it as an item to change during your 2018 negotiations.**

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#### **REVISION OF POLICY 4014: Employment-Related Sexual Harassment**

This policy was revised to direct employees who feel they have been harassed to use the complaint procedure found in board policy, or to report the harassment directly to the Title IX coordinator. Prior to this update, the complaint procedure was already in place, and it allowed employees to go directly to the Title IX coordinator. This revision is mostly to clarify the employee’s options and streamline the complaint process. Previously this policy also listed board members as a proper person to receive a report of sexual harassment. We have removed that option, because we have seen cases in which a board member had knowledge of a sexual misconduct issue but failed to report it to the administration. This fact was used against the district when the court assessed whether the district was indifferent to the alleged incident.

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

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#### **DELETE POLICY 4047: Implementation of Student Assistance Team Label as “[Intentionally Left Blank]”**

During the Safety and Security Updates we released in the fall of 2016, we moved the SAT policy to number 5067. We realized this year that we did not tell you to remove it from its former location in 4047. You do not

need to change the policy, which is now policy 5067, but you should remove policy 4047. We have updated the 4000 Series Memo and the 4000 Series Index to reflect this change.

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

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### **REVISION TO POLICY 5008: Pregnant and Parenting Students**

We revised this policy last year in order to comply with LB 427, which allowed you to meet the May 1, 2018 deadline for implementation of a policy. After NDE distributed its model policy, we asked their legal counsel to review our policy to make sure they agreed that it was consistent with their model. NDE's legal counsel suggested the changes contained in this policy. These changes are minor, but it is always good to have NDE approve our policy, and we almost always make any changes they suggest. We also sent these revisions out in April, so your board may have already adopted this revision.

**This change is required.**

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

We have added "Name of parent and/or guardian" to the list of information about a student which may be released without parent knowledge or consent. This allows you to announce the name of a student's parents at senior recognition night or on other occasions. To be candid, we should have included this on the list before now.

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

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### **REVISION OF POLICY 5026: Sex Discrimination and Sexual Harassment of Students; COMBINE POLICIES 5026 AND 5027**

The Department of Education released new guidance on Title IX investigations in 2017. In the new guidance the DOE rescinded some Obama administration procedures for the investigation and appeal of district decisions involving sexual harassment. The Trump Administration has indicated that the 2001 Title IX Guidance from the Bush Administration should be followed, unless otherwise directed by the DOE. One of the big

changes from this decision is that districts may choose the appeal process for Title IX investigations. A district is not required to offer an appeal from its decision regarding responsibility and disciplinary sanctions. A district can allow only the accused party to have an appeal, as they are the party that “stands to suffer from any penalty imposed” according to decision from the Office of Civil Rights. A district can also allow appeals for both parties once a decision has been made.

In addition to a decision on the appeals process, the district may choose the level of evidence required to reach a conclusion that sexual misconduct has occurred. The district may use a preponderance of the evidence standard or a clear and convincing evidence standard. A preponderance of the evidence standard means that the evidence shows it is more likely true than not that the accusations are true. A clear and convincing evidence standard is a higher bar of proof that requires a party to show that it is substantially more likely than not that the accusations are true.

These are very brief explanations of the appeals and evidence issues raised by the Title IX guidance. The complaint procedure in Policy 2006 will follow a preponderance of the evidence standard, as that is customary in student conduct investigations, and is lawful under the new guidance. Policy 2006 will also reflect a complaint procedure that allows both parties in a student misconduct allegation to appeal the decision.

**This change is required.**

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**DELETE POLICY 5027: Sexual Harassment of Students by Other Students  
Label as “[Intentionally Left Blank]”**

This policy was combined with policy 5026 and will now be “Intentionally Left Blank.”

**This change is required.**

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**REVISION OF POLICY 5035: Student Discipline**

This policy was revised to reflect changes in state law. LB 1081 was passed this legislative session. Among other things it amended § 79-262 and § 79-293 to require that school districts collaborate with their local

county attorney in order to determine what student conduct should be reported to law enforcement as a criminal violation. One of the forms for the 5000 series will be a form letter for subscribers to send to their county attorney requesting collaboration. Subscribers should attach this updated policy to the form letter and send it out as soon as possible.

The amended § 79-262 requires the annual review of reportable student conduct occur before August 1. We have drafted what offenses we believe should be reported to law enforcement. If your county attorney collaborates with the district and requests additional or different conduct be reported, the district will need to work with their county attorney and amend the policy. The student handbook has been updated with this change as well.

**This change is required.**

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### **REVISION OF POLICY 5037: Student Internet and Computer Access**

This policy was revised to correct an accidental omission that occurred in section I.B.3.

**This change is required.**

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

This policy was revised to correct section (B)(4) Materials Required for Course Projects. Course projects that are required in the curriculum cannot have a fee associated with them. Elective coursework counts toward graduation and advancement between grades, and does not qualify as an extracurricular activity under § 79-2,126. However, students who wish to buy different or more advanced materials, such as additional art supplies or lumber, may purchase those materials through the school or provide the materials themselves. The course must include a basic project that can meet the curriculum with materials the district will provide.

**This change is required.**

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## REVISION OF POLICY 5054: Student Bullying

One of the issues we see school administrators struggle with is how to distinguish between conduct which is bullying and other conduct which is annoying or hurtful to students. We have revised the bullying policy to pull two definitions into the policy. We think the definition adopted by the Centers for Disease Control is useful to have in your policy because this is the definition that the federal courts have used in litigation alleging that schools have been deliberately indifferent to bullying among students. We also think the CDC definition provides useful tools to discuss bullying allegations with parents. We have also included the definition of bullying found in state law which requires schools to have an anti-bullying policy. Notice that the policy gives district administrators the discretion to use these two definitions to make their own determination on a case-by-case basis about whether bullying has occurred.

The next set of additions are designed to resolve a conflict between state and federal law. The Nebraska Student Discipline Act says that school administrators may only long-term suspend or expel a student for misconduct which occurs on school grounds, in a school vehicle, or at a school activity. But that does not mean that school administrators can simply ignore off-campus cyberbullying. The IDEA, Section 504, and Title IX all require school staff to take prompt remedial action to assist a student who has been bullied or harassed due to a protected status characteristic -- disability, sex, race, etc. This obligation under federal law exists if the bullying or harassment is interfering with the student's ability to access education, *regardless of where the student was when the bullying or harassment occurred*. We have added two paragraphs to the bullying policy to make the distinction between punishment of the bully and support for the victim clear under the policy. Please also notice that the limits of the Nebraska Student Discipline Act only apply to long-term suspension or expulsion. Schools can (and should) impose a whole range of other consequences on students who bully, including short-term suspension, in-school suspension, counseling, additional academic work detentions, and the like. These consequences serve both to punish the bully and to prove that the district was not deliberately indifferent to the victim, even if the bully could not be expelled.

**This change is required.**

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### **REVISION OF POLICY 5057: District Title I Parent and Family Engagement Policy**

Once again this year, NDE required a few changes to school districts' Title I policies. We collaborated with NDE on these changes and obtained their approval of this policy. This policy should comply with all items to be reviewed in the event your district is subject to an audit or review of your Title I policy.

**This change is required.**

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### **REVISION OF POLICY 5062: Lice and Nits**

This policy has always had two options. Option A is more aggressive and prohibits lice, louse eggs, and nits. Option B was designed to be less aggressive and more in line with what DHHS and the Centers for Disease Control have said, which is that only live lice or eggs should be a basis for exclusion from school. However, the "Option B" version of the policy still contained two references to "nits." This revision simply corrects that. You may not need to do anything to your policy. However, you should double check your policy to be sure the wording is consistent with your board's choice.

**This change is required if you adopted "Option B," and you should check your policy to be sure it is worded correctly if you picked that option.**

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### **REVISION OF POLICY 6021: District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations**

When the Nebraska Department of Education revamped its website, it changed the URL for service agencies that have approved rates. This revision replaces the old URL with the correct one.

**This change is required.**

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### **REVISION OF POLICY 6031: Emergency Exclusion**

We fixed a sentence fragment in this policy. It was the first sentence under the heading "Extension of Exclusion." In that same paragraph, we changed the word "considered" to "made" in the last sentence.

**This change is required.**

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### **NEW POLICY 6036: Reading Instruction and Intervention Services OR Nebraska Reading Improvement Act Policy**

LB 1081 creates the Nebraska Reading Improvement Act that expresses the Unicameral's intent that all students in public schools be able to read at or above grade level by third grade. In order to meet this goal, school boards are required to develop policies to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. Beginning with the 2019-20 school year, schools will be required to administer reading assessments approved by NDE three times per school year to all students in kindergarten through third grade. Schools will also be required to provide supplemental reading intervention programs to students identified with reading deficiencies to ensure that they are reading at or above grade level by the end of third grade. This policy addresses all of the requirements of the new Act. However, the Act also authorizes NDE to adopt rules and regulations. We will review any such rules and regulations and amend the policy as necessary prior to the 2019-20 school year.

**This policy is required.**

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## **Forms Changes**

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### **Employment Application (4000 Series)**

The state laws regarding Veterans Preference have been updated to change the definitions of who is eligible for a preference and place timeline limitations on some eligible individuals. The changes to the law are best

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observed in LB 639 from the last Unicameral session, and you can view the 2-page bill [here](#).

In terms of the changes relevant for schools as employers, the Unicameral added "service members" to the definition section of 48-225 so that the statute not only covers "veterans'" spouses but also the spouses of "servicemembers." The preference given to spouses of servicemembers is limited to the time during which the servicemember is on active duty and up to 180 days of the servicemember's discharge or separation from service. We have updated our form Employment Application to reflect those changes.

*NOTE:* Many schools still do not include the veterans' preference disclaimer in their job postings. Section 48-227(3) states as follows:

(3) All notices of positions of employment available for veterans preference and all applications for such positions by the state or its governmental subdivisions shall state that the position is subject to a veterans preference.

Every job opening you post or advertise should include the following wording: "This position is subject to a veterans preference."

**These changes are required.**

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### **Copyright Compliance for School Staff (4000 Series)**

This document is from the U.S. Copyright office and can be distributed to staff as a way to evidence attempts at copyright compliance in the educational setting.

**This form is not required but recommended.**

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### **Title I School-Parent-Student Compact Example (5000 Series)**

Consistent with the Title I policy, we collaborated with NDE to update our model Title I Compact document. The primary change to note is that it no longer requires the signature of the building principal, parents, or eligible students.

**These changes are required.**

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**Disenrollment Packet  
(5000 Series)**

Disenrollment varies based on student age and circumstance. The new packet provides a separate form for each disenrollment situation authorized by state law. The final page of the packet is for the superintendent to fill out in situations that require an exit interview.

**These changes are not required but are recommended.**

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**Letter to County Attorney Regarding Collaboration  
(5000 Series)**

LB 1081 was passed during the legislative session, which amended section 79-283 to require school districts to collaborate with their county attorney to determine what violations of student conduct should be reported law enforcement.

**This change is required.**

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**Foreign Exchange Student Application Form  
(5000 Series)**

Whenever our policies reference a “form” or “application,” we try to provide a sample for you to use. We did not have a sample application for foreign exchange students despite the fact that policy 5006 requires the prospective host family to “file an application with the administration to enroll the student.”

**This form is not required but recommended.**

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## **Other Issues to Consider**

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### **Procurement With Federal Funds (Policies 3003.1, 3004 and 3004.1)**

Last year we made extensive revisions to our construction and purchasing policies in order to comply with revisions to the federal Education Department General Administrative Regulations (EDGAR). This is the regulation that required you to begin bidding all of your school lunch purchases if you spend more than \$3,500. In early December 2017, Congress raised the limits for all categories of purchasing for the military and for institutions of higher education. This year, the Office of Management and Budget has announced that it will extend those changes to the programs covered by EDGAR, including K-12 educational entities. The new regulations will be released in July and will be effective immediately. We will have to review the regulations when they are released and will also need to confer with several program offices at the Nebraska Department of Education.

**The good news:** The purchasing limits for some federal programs are definitely going to be increased for the 2018-19 school year. The federal regulations will increase the limit for micro-purchases from \$3,500 to \$10,000 and small purchases will increase from \$150,000 to \$250,000. We might also be able to loosen up some of the other administrative burdens that have been placed on your federal purchasing programs during the 2017-18 school year.

**The bad news:** We will have to send a separate update on purchasing policies sometime this summer to allow you to take advantage of those higher purchasing limits. The higher limits could potentially apply to Title I, school nutrition, and special education. We do not yet know if the Nebraska Department of Education will take any steps to retain the lower limits in specific program areas, and will work with those offices within NDE to formulate a single set of policy changes that subscribers can adopt. We will also need to review the actual federal regulations to see what, if any, of the other administrative hoops might be eliminated in our new policies.

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### **Voluntary Termination Incentives**

The Unicameral passed LB 512 during the 105<sup>th</sup> Legislature (2017-18) with an effective date of September 1, 2017. Section 11 of that bill is now codified at section 79-8,142, and it provides certain limitations on early

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retirement incentives. These limitations only apply to school districts that are at their maximum budget authority and at their maximum levy, but we fielded many questions about the changes during this past school year. If you are a school district up against your max budget and levy authority, meeting these requirements will allow qualified payments to be excluded from levy and budget limitations on a scaled basis for the next several years. Section 79-8,142 states:

(1) A school district may agree to pay incentives to a certificated employee in exchange for a voluntary termination of employment.

(2) For purposes of this section, incentives paid in exchange for a voluntary termination of employment include any amount paid, except pursuant to the Retirement Incentive Plan or Staff Development Assistance agreement required under sections 79-854 to 79-856 for school districts involved in a unification or reorganization, to or on behalf of any certificated staff member in exchange for a voluntary termination of employment, including, but not limited to, early retirement inducements and costs to the school district for insurance coverage for such certificated staff member or any member of such certificated staff member's family.

(3) Incentives paid to a certificated teacher in exchange for a voluntary termination of employment shall be a qualified voluntary termination incentive for a certificated teacher for purposes of sections 77-3442 and 79-1028.01 if:

(a) All current and future incentives paid by the school district to such certificated teacher for such voluntary termination of employment **do not exceed thirty-five thousand dollars** in total and such school district has not and shall not pay any other incentives to such certificated teacher for any voluntary termination of employment;

(b) All current and future incentives for such voluntary termination of employment are **paid within five years** after such voluntary termination of employment **or prior to such certificated teacher becoming eligible for medicare**, whichever occurs first;

(c) Such school district has, to the satisfaction of the State Board of Education, **demonstrated** that the payment of such incentives in exchange for a voluntary termination of

employment ***will result in a net savings in salary and benefit costs to the school district over a five-year period;*** and

(d) Such incentives to be paid in exchange for a voluntary termination of employment were ***not included in any collective-bargaining agreement.***

(4) Each school district ***shall report all incentives paid*** in exchange for voluntary terminations of employment on the annual financial report in the manner specified by the department.

(5) The State Board of Education may adopt and promulgate rules and regulations to carry out the purposes of this section.

(Emphasis added).

This statutory change does not necessarily require a change to your school's early retirement policy. However, you should seek a legal review of your policy and agreement if you are looking to use an early retirement program and your district is up against its budget authority and levy limits.

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### **Child Restraint Safety Devices**

LB 42 changes the law related to the use of motor vehicle child safety restraint devices. LB 42 requires:

- All children up to 8 years old must ride properly secured in a federally-approved child safety seat.
- Children must ride rear-facing until up to 2 years old or until they reach the upper weight or height limit allowed by the car seat manufacturer.
- Children under 8 years old must ride in the back seat, as long as there is a back seat equipped with a seatbelt and it is not already occupied by other children under 8.
- Children ages 8 to 18 must ride secured in a safety belt or child safety seat (booster seat).

**This bill does not require a policy change.**

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## **LB 1000: Public Facilities Construction and Finance Act and Bonds**

Effective April 17, 2018, any bonds issued under the Public Facilities Construction and Finance Act must be submitted to a vote prior to their issuance.

**This bill does not require a policy change.**

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### **E-Rate Compliance and Audits**

Earlier this school year there was some discussion among educational technology gurus about what school districts must do to prove they have complied with the Children's Internet Protection Act in order to qualify for E-rate funding. The FCC's Small Entity Compliance Guide requires that schools be able to prove that they:

- Implement technology protection measures to prevent students from accessing material which is harmful to minors;
- Have an internet safety policy;
- Held a public hearing when the board originally adopted the internet safety policy;
- Educate students in internet safety and digital citizenship.

If you are a full policy service subscriber, you comply with all of these requirements under two policies. First, Policy 5037 is your internet safety policy and includes the necessary CIPA wording. As long as you can dig up the minutes of the hearing where you originally adopted the district's first internet safety policy, you will be fully compliant with the FCC's regulations. You do not have to hold an annual hearing or review of this policy.

The curriculum piece is met by policy 5054 on student bullying. Years ago, when the FCC regulations came out, we added the last sentence, "Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship." We have conferred with SuAnn Witt, the State E-rate Coordinator, and she confirms that this statement is sufficient to comply with the FCC regulations.

Finally, the billed entity in a consortium application (such as the State of Nebraska for Network Nebraska services or your ESU) may request that members of the consortium provide this information to prove their subsidiary

compliance with the regulations. Schools who work with consortia for the E-rate applications should confer with the consortium manager to see what, if any, documentation the consortium will require.

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### **The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017**

This law does not apply to most Nebraska schools. This federal law was passed in the wake of the USA Gymnastics sexual abuse scandal. The law is focused on interstate competitive athletics and Olympic and Paralympic national governing bodies that participate in the U.S. Olympic Committee. The law includes amateur sports leagues that engage in interstate competition. The law does not apply to extracurricular athletics between schools in the same state. If your school engages in interstate athletic competition and you have any questions about the requirements of the law, please contact us.

**This law does not require a policy change unless you participate in interstate athletic competitions. If you do, we will help you prepare a policy as needed.**

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### **CONCLUSION**

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



## 2007

### Reimbursement and Miscellaneous Expenditures

1. Board members, employees, and volunteers of the school district are expected to maintain and enhance their effectiveness by being well-informed on issues affecting education. They are encouraged to attend education workshops, conferences, training programs, official functions, hearings, and meetings sponsored by the school district or state and national educational organizations which are helpful to them in performing their duties or which are in the best interests of the school district.
2. This board hereby gives prior approval for board members to attend meetings described in the preceding paragraph. Upon approval by the board president, or the superintendent or designee when the board president is unavailable, such board members may attend authorized meetings without further action or approval by the board, and shall be paid or reimbursed for registration costs, tuition costs, fees or charges, travel expenses, and costs of meals and lodging as permitted by law.
  - a. The superintendent or the superintendent's designee may authorize employees and volunteers to attend meetings described in the first paragraph and may authorize the payment of such registration costs, tuition costs, fees, charges, travel expenses, costs of meals, and/or costs of lodging as he or she deems appropriate and as permitted by law.
  - b. Expenses for attendance at any of the above activities shall be paid by the school district as allowed by law. The Board shall pay or reimburse attendees for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that such reimbursement is permitted by law.
  - c. The board authorizes the expenditure of funds for non-alcoholic beverages for individuals attending public meetings of the board and non-alcoholic beverages and meals for individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, and for any volunteers during or

immediately following their participation in any activity approved by the board.

- d. It is in the best interest of this school district to recognize service by board members, employees, and volunteers. The board authorizes the president, superintendent or the superintendent's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted, provided that no such plaque, certificate, flowers or other item of value shall cost more than \$100.00.
  
- e. Funds may be spent for one recognition dinner each year for elected and appointed officials, employees or volunteers of the school district. The maximum cost per person for such a dinner shall not exceed \$50.00.

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

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

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

**2013**  
**Violation of Board Ethics**

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
  - a. Identify the provision of the code that the member has violated;
  - b. Propose how the member can remedy the violation;
  - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

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

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

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

## **3020 Copyright Compliance**

**Restrictions on Use and Permission.** Copyrighted works such as print, audio, video, software, applications, and other documents or media ("works") may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

**Distribution of Copyright Compliance Materials.** The district will make information available to staff and students which describes and promotes compliance with copyright laws.

**Course Materials Subject to Copyright Protection.** The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

**Copies for Individuals with Disabilities.** This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

**Removal of Unauthorized Copyrighted Works.** Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district's

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

**Violations by Students and Staff.** Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

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

**3022**  
**Volunteers**

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

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

## 3023

### Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

#### **Special Rules Related to Electronic Forms of Communication.**

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

**Option 1 - use if the district uses subscription Google Apps but has not activated Vault:** Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

**Option 2 - use if the district has a Subscription to Google Apps with Vault activated:** The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

**Option 3 - use if the district uses Office 365:** Office 365 allows your system administrator to tailor complete data retention policies for data and communications inclusive of the Office 365 sphere. You will need to check with your system administrator to see how he or she has set the retention for

electronically stored information. If the system administrator has selected the minimum retention options, you can adopt Option 1 above and if the system administrator has selected complete retention, you can adopt the following: The district will archive all Office 365 data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator will be able to retrieve electronic communication which has been deleted.

Option 4 – use if the district does not use a hosted e-mail service: The district’s data storage capacity is limited. Therefore, electronic communication will only be retained on District resources in its original form with its metadata intact for a period of 60 days from the date the electronic communication is created.

**School-affiliated Social Media Posts.** Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor’s system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is “school-affiliated” should refer to the Board’s policy on Staff and District Social Media Use contained elsewhere in these policies.

**Special Rules Related to Security Camera Footage.** Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district’s audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

**Student Records.** The retention of student records is also governed by the board’s policy on student records.

**Records Regarding Pending or Threatened Litigation.** When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

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



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

## 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: \_\_\_\_\_

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

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

**3040**  
**School Safety and Security**

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 decide 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**

**Option 1:**

- 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.

Option 2:

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials are generally not allowed anywhere on school premises.
- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
  - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.
  - b. If the Superintendent determines that additional review is appropriate, he/she will refer the request for consideration by the crisis team.
  - c. The crisis team will consider:
    - i. The current research regarding the potential psychological harm that could be caused by a memorial;
    - ii. The potential disruption to the school's learning environment;
    - iii. The cost to the district of erecting and/or maintaining a memorial;
    - iv. Whether prior tragedies have been commemorated by a memorial;

- v. The potential for future tragedies which could necessitate a similar memorial; and
  - vi. Any other factor which the crisis team deems relevant to its recommendation.
- d. After consideration of the factors outlined above, the crisis team will make a recommendation as to whether the prohibition against memorials should be waived.
- e. The Superintendent will communicate the crisis team's recommendation to the individual requesting the memorial.
- f. If the crisis team recommends waiver of the prohibition against memorials, the individual who made the initial request must inform the Superintendent if he/she wishes to ask the board to approve the memorial.
- g. Memorials may only be approved by the board and only after completion of the process outlined in this policy.
- iii. 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 an annual safety audits using an external consultants 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 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: \_\_\_\_\_

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

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



**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.

**A. Data Governance**

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

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

**B. 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.

**II. Incident Response Plan**

**A. Assessment and Investigation**

1. 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.
2. 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.

3. 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**

1. 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.
2. 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**

1. 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.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

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

## **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 it's 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

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

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

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

## 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.

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

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

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

**3050**  
**Technology in the Classroom**

I. In General

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

II. Devices

A. Non-district issued electronic devices may be used in the classroom, under supervision of a staff member. Teachers who wish to bring a device into the classroom on a regular or permanent basis, should inform the principal before deploying the device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be used 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. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that uses "listen-in" functionality must have that function disabled while the student using the device is in a district classroom. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.
3. 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. The district may at any time direct that a teacher discontinue use of a given device.

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

### III. Applications

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

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

#### C. Staff-Selected Applications.

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

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

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

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

**4012**  
**Staff Internet and Computer Use**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

**I. Staff Expectations in Use of the Internet**

**A. Acceptable Use While on Duty or on School Property**

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

**B. Unacceptable Use While on Duty or on School Property**

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.



3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

## **II. School Affiliated Websites**

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

## **III. Enforcement**

### **A. Methods of Enforcement**

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic

communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

**B. Any violation of school policy and rules may result in that staff member facing:**

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

**IV. Off-Duty Personal Use**

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986,

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

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

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

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

**4013**  
**Grievance Procedure**

**Definition of Grievance.** A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

**Procedural Steps.** The procedure for handling grievances is as set forth below.

**Step 1 - Oral Notice to Principal.** The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

**Step 2 - Written Grievance to the Principal.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

**Step 3 - Written Appeal to the Superintendent of Schools.** If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

**Step 4 - Appeal to the Board of Education.** If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board

shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

**Written Presentation.** All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

**Grievance Meetings or Hearings.** All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

**Association Representation.** A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

**Reprisals.** No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

**Withdrawal of a Grievance.** A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

**Advanced Step Filing.** A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

**Time Limitations.** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the

district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

**Requirement to Grieve.** This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

**Bad Faith or Serial Filings.** The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

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

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

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

## **Employment-Related Sexual Harassment**

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by any employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication

using the district's complaint policy. Complaints involving sexual harassment may also be submitted at any time to the district's Title IX coordinator.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

Sexual harassment of students is addressed in a separate policy.

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

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

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



**5008**  
**Pregnant or Parenting Students**

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

**I. Accommodations Regarding Attendance and Participation**

**A. Generally**

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

**B. Students with Disabilities**

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

**II. Accommodations Regarding Lactation and Breastfeeding**

**A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable

opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

### **B. Educational Process**

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

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

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

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

**5017**  
**Routine Directory Information**

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

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

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

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given to opportunity to prevent the release of this directory information by

filing a written objection with the district.

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

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

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

## 5026

### **Sex Discrimination and Sexual Harassment of Students**

#### I. Sex Discrimination

- A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
- B. Any individual who believes he or she is being discriminated against on the basis of race, color, national origin, sex, marital status, disability, or age may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

#### II. Sexual Harassment

- A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
- B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:
- C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

- D. A student who feels he or she has been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom she or he feels comfortable.
- E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

III. Disciplinary Decisions

- A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.
- B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.
- C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

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

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

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

## **5035 Student Discipline**

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

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

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

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

### **Short-Term Suspension**

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

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

The following process applies to short-term suspension:

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

### **Emergency Exclusion**

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

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

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

### **Long-Term Suspension**

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



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

## **Expulsion**

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

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

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

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

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

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

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

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

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

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

term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

### **Reporting Requirement to Law Enforcement**

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;

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

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

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

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

**5037**  
**Student Internet and Computer Access**

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

**I. Student Expectations in the Use of the Internet**

**A. Acceptable Use**

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

**B. Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.



6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

## **II. Enforcement**

### **A. Methods of Enforcement**

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at

any time.

2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

**B. Consequences for Violation of this Policy**

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

**III. Children's Online Privacy Protection Act (COPPA)**

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

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

## **5045 Student Fees**

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

### **A. Definitions.**

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

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

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

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

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

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

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

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

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

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

## 5. Extracurricular Activities.

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

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

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

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

**6. Post-Secondary Education Costs.**

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

**7. Transportation Costs.**

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

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

**8. Copies of Student Files or Records.**

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

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

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

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

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

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

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$\_\_\_\_\_.

**11. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The



district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

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

- Breakfast Program – Grades K-8
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_
  
- Breakfast Program – Grades 9-12
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_
  
- Lunch Program – Grades K-8
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_
  
- Lunch Program – Grades 9-12
  - Regular Price \$ \_\_\_\_\_
  - Reduced Price \$ \_\_\_\_\_

## **12. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
  
- Swing Choir Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$\_\_\_\_\_

### **13. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$\_\_\_\_\_.

#### **C. Waiver Policy.**

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

#### **D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

#### **E. Voluntary Contributions to Defray Costs.**

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

#### **F. Fund-Raising Activities**

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

**G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

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

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

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

## **5054 Student Bullying**

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

**Bullying Prohibited.** Students are prohibited from engaging in any form of bullying behavior.

**Disciplinary Consequences.** The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

**Bullying Based on Protected Class Status.** Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's antidiscrimination policies.

**Support for Students Who Have Experienced Bullying.** Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if

appropriate, will refer those students to the district's student assistance team.

**Bullying Prevention and Education.** Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

**Policy Review.** The school district shall review this policy annually.

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

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

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

## **5057**

### **District Title I Parent and Family Engagement Policy**

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement 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. 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.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

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

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

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

**5062  
Lice and Nits**

**THIS POLICY CONTAINS OPTIONS A and B. YOU MUST SELECT ONE  
OF THE OPTIONS AND DELETE THE OTHER**

**Option A**

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

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

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

**Option B**

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

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

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

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



**6021**

**District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations**

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 100<sup>1</sup> miles of the school district.

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

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<sup>1</sup> Insert mileage that is appropriate to your district's geographic location.

## **6027 Field Trips**

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

### **1. General Conditions**

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

### **2. Parental Permission**

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

### **3. Supervision**

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

### **4. Student Conduct**

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

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

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

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

## **6031 Emergency Exclusion**

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

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

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

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

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

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice. If the initial request for a hearing is oral, they shall confirm the request in writing.

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

**Appointment and Qualifications of a Hearing Examiner.** If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

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

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

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

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

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

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

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

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

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

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

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

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

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

## 6036

### Reading Instruction and Intervention Services

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

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

**Reading Assessment.** Beginning in 2019-20, the school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

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

The first assessment must occur within the first 30 days of the school year.

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

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

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

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

The supplemental reading intervention program may also include:

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



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

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

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

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

[SCHOOL NAME]  
School-Parent-Student Compact  
20\_\_-20\_\_

The [School] ("District") and the parents of students participating in activities, services, and programs funded by Title I have jointly developed this Compact which outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

**School Responsibilities:**

The faculty and staff of the District, will:

- Provide high quality curriculum and instruction in a supportive and effective learning environment to enable children to meet the challenging State academic standards.
- Consider the promises made in the Compact at parent-teacher conferences.
- Provide parents with frequent progress reports pursuant to district policy.
- Communicate and work with families to support students' learning.

**Parent Responsibilities:**

The parent(s) will support their child's learning in the following ways:

- Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
- Value and support my child's attendance at school.
- Ensure that homework is completed.
- Promote positive use of my child's extracurricular time.
- Participate in parent groups that support the district's students.
- Endeavor to stay informed about my student's progress and request updates as needed.

**Student Responsibilities:**

The student will share the responsibility to improve his or her academic achievement in the following ways:

- Cooperate with my teachers in school and be responsible for my behavior.
- Complete all of my homework assignments on time.
- Participate to the best of my ability in all of my classes.
- Participate in extracurricular activities which will help me become a better student and stay active in my school and community.
- Let my teachers and family know when I need help.

\_\_\_\_\_ Public Schools

\_\_\_\_\_, NE 6 \_\_\_\_\_  
PHONE: \_\_\_\_\_; FAX: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_

**APPLICATION  
FOR EMPLOYMENT**

\_\_\_\_\_  
\_\_\_\_\_  
Please type or print in ink only  
\_\_\_\_\_

\_\_\_\_\_ Public Schools ("School District") is an Equal Opportunity Employer. We consider applicants for all jobs without regard to race, color, sex, pregnancy, national origin, marital status, disability, religion, age (40 years of age or older), or any other legally protected status. Applicants who need a reasonable accommodation to complete this application may contact the HR Director for assistance.

\_\_\_\_\_  
Position Applied For \_\_\_\_\_ Date of Application \_\_\_\_\_

\_\_\_\_\_  
Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

\_\_\_\_\_  
Present Address (Number and Street) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Telephone Number(s): Home ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

**CERTIFICATION OF MINIMUM EMPLOYMENT QUALIFICATIONS**

- I am a high school graduate or hold a GED
- I can understand and follow verbal directions
- I can understand and follow written directions
- I have not been convicted of a crime involving physical or sexual abuse
- I can, after being hired, verify my legal right to work in the United States

**If you have checked all the boxes above, please continue to the second page  
If any box above is unchecked, please submit the application now.**

Have you ever been employed with us before?  Yes  No

If yes, provide date(s) \_\_\_\_\_ to \_\_\_\_\_  
and Department \_\_\_\_\_

Are you under 18 years of age?  Yes  No

If you are under the age of 18, you may need to supply the School District a work permit or limit your hours to those permitted by law.

May we contact your current employer?  Yes  No

Have you ever been terminated from employment?  Yes  No

Have you ever been notified of possible cancellation, termination or non-renewal of employment?  Yes  No

*If yes, please explain the circumstances:*

Have you ever resigned to avoid being notified of possible cancellation, termination or non-renewal of your employment?

Yes  No

*If yes, please explain the circumstances:*

Have you ever had a complaint filed against you with the Professional Practices Committee of the Nebraska Department of Education?  Yes  No

*If yes, please explain the circumstances and the outcome:*

Specify days and hours for which you are available: \_\_\_\_\_

Date available to start work? \_\_\_\_\_

If the job you are applying for requires a valid driver's license, please complete the information below:

Number \_\_\_\_\_ State \_\_\_\_\_ Regular  CDL

Do you have any relatives presently employed by the School District?  Yes  No

If yes, give names, divisions and relationship: \_\_\_\_\_

Are you willing to work overtime if required?  Yes  No

Are you willing to work different shifts, if required?  Yes  No

IT IS THE POLICY OF THE SCHOOL DISTRICT TO CONDUCT A CRIMINAL HISTORY RECORD INFORMATION CHECK FOR ALL APPLICANTS AFTER THE SCHOOL DISTRICT MAKES A DETERMINATION THAT THE APPLICANT IS QUALIFIED FOR EMPLOYMENT AND PRIOR TO THE APPLICANT'S FIRST DATE OF EMPLOYMENT WITH THE SCHOOL DISTRICT. If selected as a final candidate, you will be required to disclose your criminal history or record. Convictions are not an automatic bar from employment, but will be considered as part of the totality of your suitability. You will not be required to disclose any offense for which the record has been sealed. The School District will not ask you to disclose the contents or details of any sealed records or that any sealed records exist.

**EMPLOYMENT EXPERIENCE**

**Start with your current or last job and complete the information below.  
(Attach additional sheets if necessary)**

Employer Name	Address (Street, City, Zip)	Employed From	To
Job Title	Supervisor	Supervisor Phone No.	
Starting Wage	Ending Wage	Reason for Leaving	
Summarize nature of work performed			

Employer Name	Address (Street, City, Zip)	Employed From	To
Job Title	Supervisor	Supervisor Phone No.	
Starting Wage	Ending Wage	Reason for Leaving	
Summarize nature of work performed			

Employer Name	Address (Street, City, Zip)	Employed From	To
Job Title	Supervisor	Supervisor Phone No.	
Starting Wage	Ending Wage	Reason for Leaving	
Summarize nature of work performed			

Summarize nature of work performed

Employer Name                      Address (Street, City, Zip)      Employed From                      To

Job Title                                      Supervisor                                      Supervisor Phone No.

Starting Wage    Ending Wage                      Reason for Leaving

Summarize nature of work performed

Have you served in the United States Armed Forces?     Yes     No

If yes, please give dates of military service: From \_\_\_\_\_ To \_\_\_\_\_

Branch? \_\_\_\_\_

Summarize nature of work performed: \_\_\_\_\_

Are you claiming veterans' preference?                       Yes     No

If yes, a copy of your DD Form 214 must be attached to this application and additional documentation must be provided upon request to determine eligibility. The School District shall give a preference to eligible veterans, veterans' spouses, and/or servicemembers' spouses as required by law. If employment is conditioned on passing an examination, eligible individuals who obtain passing scores on all parts or phases of the examination shall have five percent added to their passing score if a claim for such preference is made on the application. An additional five percent shall be added to the passing score of any disabled veteran.

**EDUCATIONAL BACKGROUND**  
(Attach additional sheets if necessary)

High School Name and Location                      9 \_\_\_\_\_ 10 \_\_\_\_\_ 11 \_\_\_\_\_ 12 \_\_\_\_\_  
(mark highest grade completed)

Community College                      School / Location                      Course of Study

Graduated?     Yes     No    Degree Obtained?     Yes     No

Trade School                      School / Location                      Course of Study

Graduated?     Yes     No    Degree Obtained?     Yes     No

College / University	School / Location	Course of Study
Graduated? <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Seminars / Other		Please describe

**SPECIAL SKILLS**

Computer Skills (please explain your level of proficiency below):

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Use the space below to summarize other relevant experience, skills, background, training and qualifications that you feel make you especially suited for work with the School District.

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**REFERENCES**

**(List three individuals familiar with your work ability. Do not include relatives.)**

Name	Address (Street, City, Zip)	Phone No.	Relationship to Person
Name	Address (Street, City, Zip)	Phone No.	Relationship to Person
Name	Address (Street, City, Zip)	Phone No.	Relationship to Person

**APPLICANT'S STATEMENT**

I certify that answers given in this application are true and complete to the best of my knowledge. I understand that false, misleading or omitted information given in my application or interview(s) may result in discharge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONSENT TO PROVIDE EMPLOYMENT HISTORY  
TO PROSPECTIVE EMPLOYERS**

I, \_\_\_\_\_ (applicant), consent to any and all of my former employers to provide information regarding my employment to any prospective employer(s) who contact them.

I consent to the disclosure of the following information about me by any and all of my former employers:

1. Date and duration of employment;
2. Pay rate and wage history on the date of receipt of this consent;
3. Job description and duties;
4. The most recent written performance evaluation prepared prior to the date of the request for information and provided to me during the course of my employment;
5. Attendance information;
6. Results of drug or alcohol tests administered within one year prior to the request for information;
7. Threats of violence, harassing acts, or threatening behavior related to the workplace or directed at another employee;
8. Whether I was voluntarily or involuntarily separated from employment and the reasons for the separation; and
9. Whether I am eligible for rehire.

The consent is valid for six months from the date of my signature below.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Criminal History Disclosure and  
Acknowledgment and Authorization  
For Criminal Background Check**

**Criminal History Disclosure**

Have you been convicted of a felony or misdemeanor in the last seven years?  Yes  No

(Convictions do not necessarily bar you from employment, but will be considered as part of the totality of your suitability. You are not obligated to disclose any offense for which the record has been sealed. The School District is not asking you to disclose the contents or details of any sealed records or that any sealed records exist.)

If yes, please explain: \_\_\_\_\_

**Acknowledgment and Authorization for Criminal Background Check**

As a condition of my candidacy for employment with the School District, I understand that the School District will conduct a criminal background check for employment purposes.

By signing this Acknowledgment and Authorization, I authorize the School District, or any other company authorized by the School District, to access such information as may be necessary to complete a criminal background check.

I release from liability all persons and entities supplying such information. I indemnify the School District, or any other company authorized by the School District, against any liability which may result from making such requests. I agree that a fax or photocopy of the Acknowledgment and Authorization with my signature will be accepted with the same authority as the original.

I believe to the best of my knowledge that all information provided below is accurate, true and correct, and that I fully understand the terms of this Acknowledgment and Authorization.

Printed Name: \_\_\_\_\_

Other Names Used: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Driver's License Number and State: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Disenrollment Packet**

Disenrollment from school is a serious decision with significant legal ramifications. Nebraska Statutes § 79-201 to 79-209 cover compulsory attendance at public school, exceptions, and the ways that a parent or a student who has reached 18 years of age may disenroll. The forms in this packet will help parents and students complete the legally required steps.

The disenrollment process is different for students of different ages. Multiple forms are contained in this packet. You only need to complete one of the disenrollment forms. When selecting the correct form for disenrollment, please note that the forms ask about your student's current age AND what age your student will be on January 1 of the current school year.

Depending on the age of your student at disenrollment, an exit interview may be required by state law.









## Superintendent Verification of Exit Interview

I \_\_\_\_\_, am Superintendent of \_\_\_\_\_ Public Schools. Principal \_\_\_\_\_ and I attended the exit interview with the parent and child on \_\_\_\_\_, 20\_\_\_. The parent and child presented the information that is required by statute. In my opinion, the parent has legal and actual charge of the child and the child's illness makes attendance impossible or impracticable, or the child is experiencing financial hardship which necessitates employment to support the family.

\_\_\_\_\_  
\_\_\_\_\_, Superintendent

[Print on School District Letterhead]

[Date], 2018

[Insert Name of County Attorney of the County in which the principal office of the school district is located]

[Insert Address]

**RE: Collaboration Required by Statute**

Dear [Name]:

With the passage of LB 1081, the legislature amended Neb. Rev. Stat. § 79-262 to require school districts to collaborate with their county attorney prior to August 1 of each year to establish what student conduct school principals are required to report to law enforcement under § 79-293.

Enclosed is the district's student discipline policy. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at [insert phone number].

We need to get the new policy in place prior to the beginning of the 2018-2019 school year. As such, I request that you contact me with regard to the policies at your earliest opportunity.

Sincerely,

[School Name]

[Superintendent Name], Superintendent

Enclosure: Student Discipline Policies



**PRINCIPAL CONTRACT OF EMPLOYMENT  
SOUTHERN VALLEY SCHOOLS  
2018-2019**

**THIS CONTRACT** is made by and between the Board of Education of the Southern Valley Schools, District No., 540, located in Furnas County in the State of Nebraska, hereinafter referred to as "the Board", and Brandon Marquez hereinafter referred to as "Athletic Director/Assistant Principal".

**WITNESSETH:** The Board hereby agrees to employ the Administrator and the Administrator hereby agrees to accept such employment as Athletic Director/Assistant Principal of Southern Valley 7-12 and to the following terms and conditions:

**SECTION 1. TERM OF CONTRACT.** The Principal shall be employed for a period of 10 months, beginning on the 1<sup>st</sup> day of August, 2018, and expiring on the 1<sup>st</sup> day of June, 2019.

**SECTION 2. SALARY.** In consideration of a 10 month salary of \$85,000.00 to be paid the first year and of the further agreements and considerations hereinafter stated, the Principal agrees to perform faithfully administrative duties for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board of Education. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District.

**SECTION 3. PROFESSIONAL STATUS.** The Athletic Director/Assistant Principal hereby affirms that he/she is not under contract with another School Board or Board of Education covering any part of or all of the same term provided in this Contract.

**SECTION 4. PRINCIPAL DUTIES:** The duties of the Athletic Director/Assistant Principal shall be as described in the BOARD OF EDUCATION POLICY MANUAL, Section 2000, Policies 2200 and 2210, which duties shall be performed in accordance with standards and goals, established by the Superintendent of Schools. The Athletic Director/Assistant

Principal agrees to devote his/her time, skill, labor and attention to his/her duties as Athletic Director/Assistant Principal throughout the term of this Contract; provided, however, the Athletic Director/Assistant Principal may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations with approval of the Superintendent.

**SECTION 5. DISCHARGE.** Throughout the term of this Contract, discharge of the Athletic Director/Assistant Principal's contract shall occur only after mutual agreement of the parties or in compliance with Nebraska Statutes.

**SECTION 6. DISABILITY.** Should the Athletic Director/Assistant Principal be unable to perform his/her duties by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than his/her accumulated sick leave during any school year, the Board may in its discretion make a proportioned reduction from the salary stipulated herein. If such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may in its discretion terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the District.

**SECTION 7. TRANSPORTATION.** The Board shall provide the Athletic Director/Assistant Principal transportation required in the performance of his/her official duties or shall reimburse them for such transportation at the rate as set forth by the Board of Education on an annual basis.

**SECTION 8. SICK and PERSONAL LEAVE.** The Athletic Director/Assistant Principal shall be allowed 10 days per year the first year and 10 ten days per year thereafter accumulative to 45 days. Three days of personal leave and one may be carried over for a maximum of four.

**SECTION 9. PROFESSIONAL DEVELOPMENT.** The Athletic Director/Assistant Principal shall continue his professional development by attending appropriate

professional meetings at the local, state, and national levels with the approval of the Superintendent. The district shall pay for membership the Nebraska Council of School Administrators, NASSP, or NAESP or another organization mutually agreed upon by the Athletic Director/Assistant Principal and Superintendent.

**SECTION 10. FRINGE BENEFITS.** The Athletic Director/Assistant Principal shall receive all fringe benefits of employment (including insurance), which are granted other certificated employees of the District. The Athletic Director/Assistant Principal will also receive a cell phone or have their personal cell phone paid for each month.

**SECTION 11. NO PENALTY FOR RELEASE OR RESIGNATION.** There shall be no penalty for release or resignation by the Athletic Director/Assistant Principal from his Contract; provided no resignation shall become effective until expiration of the contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

**SECTION 12. GOVERNING LAWS.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of his/her respective duties and obligations under this contract.

**SECTION 13. AMENDMENTS TO BE IN WRITING.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**SECTION 14. SEVERABILITY.** If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

**Section 15. Athletic Director/Assistant Principal's RESIDENCE.** The Principal shall reside within the boundaries of the district during his/her term of employment.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this <sup>11th</sup>~~12th~~ day of <sup>JUNE</sup>~~March~~ 2018.  
DT DT

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

Executed by the Principal this 29 day of May, 2018 2018.

Brandon Margul  
Principal

# Teacher's Contract

## For Class II, III, & VI Schools and Class I Schools with a Superintendent

It is recommended that school districts consult with their Board attorney as provided in 79-4,150 (R.R.S.) before using this or any other preprinted contract forms.

THIS CONTRACT made by and between the School District of \_\_\_\_\_, No. \_\_\_\_\_ in the county of \_\_\_\_\_, in the State of Nebraska, hereinafter referred to as "District" and \_\_\_\_\_, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about \_\_\_\_\_, 20\_\_\_\_\_, and end on or about \_\_\_\_\_, 20\_\_\_\_\_, and shall consist of \_\_\_\_\_ days of service including at least \_\_\_\_\_ teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$\_\_\_\_\_ and under the following conditions.

VIZ:

FIRST: The salary of the Teacher shall be payable in \_\_\_\_\_ equal installments. The first installment shall be payable on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and the remaining installments shall be payable on the \_\_\_\_\_ day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-12,110, R.R.S. (1982 Supp.)

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to \_\_\_\_\_ days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duty recognized collective bargaining agent for said teachers and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15<sup>th</sup>. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-12,111 through 79-12,114 R.R.S. (1982 Supp) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before \_\_\_\_\_ shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed \_\_\_\_\_, 20\_\_\_\_\_

Teacher

Executed \_\_\_\_\_, 20\_\_\_\_\_

School District of \_\_\_\_\_

Attest:

No. \_\_\_\_\_

Secretary

County of \_\_\_\_\_

By \_\_\_\_\_



Darren Tobey <darren.tobey@sveagles.org>

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## Running Track

3 messages

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Lance Laurent <lance@protrackandtennis.com>

Mon, Jun 11, 2018 at 11:20 AM

To: Darren Tobey <darren.tobey@sveagles.org>

Cc: Lance Laurent <laurent@protrackandtennis.com>, Gary Bunjer <gary@protrackandtennis.com>

Hi Darren,

I looked at your track and I also had my lead installer look at it. Your track is 7 years old and your warranty is two years past the expiration point. I'm willing to do more work on your track however you would need to participate. The work we did last time has actually done its job by helping in locking down the original base mat system. It is sound all the way around with some wear still showing in the home stretch. I propose to clean the track, cut and patch as needed and install a black poly structural spray (two coats) over all surfaces to include the High jump and the runways. It is normal for a track in its 6-8 year mark to need a structural spray to lock it down and to provide new UV protection. The normal cost to do this would be \$70,880.00. I would be willing to discount this to a cost of \$65,591.00. I would also extend the warranty period for five years. Attached is my original proposal we did in 2015 in where my original evaluation with the tractor tire damage still stands. The entire track has held up well except for the home straight away where all the documented tire damage exists. Please advise on how you would like to move forward. If you want to have the structural spray installed I will send you a detailed proposal for you to execute.

Thank you!

***Lance Laurent***

***President/Owner***

***Pro Track and Tennis, Inc.***

***7409 North 160th Street***

***Bennington, NE 68007***

***Phone: 402.238.2900 | 800.498.4395***

***Fax: 402.238.2987***

***Cell: 402.660.9001***

***lance@protrackandtennis.com***

***www.protrackandtennis.com***

***PRO TRACK AND TENNIS, INC. is a full service Running Track and Sport Court Surfacing Company.***

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