

Board of Education Regular Meeting
Monday, June 12, 2023 7:30 PM
Conference Room at the Southern Valley
Schools Junior/Senior High School Building,
Oxford, Nebraska
43739 Hwy 89
Oxford, NE 68967

1. OPENING

1.1. Call Meeting to Order

1.2. Pledge of Allegiance

1.3. Roll Call

1.4. Excuse Absent Board Members

1.5. Acknowledge Posted Open Meeting Act

2. CONSENT AGENDA

2.1. Publication of Notice Verification

2.2. Notes Regarding Agenda/Additions

2.3. Approval of Agenda

2.4. Approval of Prior Minutes

2.5. Committee Reports

2.6. Financial/Expenditure Reports

3. RECOGNITION OF VISITORS

3.1. Public Comment

4. DISCUSSION ITEMS

4.1. PK-6 Principal's Report

4.2. 7-12 Principal's Report

4.3. AD Report

4.4. Superintendent's Report

4.5. Board Policy Updates per KSB Law

4.6. Current Bus Pricing

4.7. Limits on Tax asking

4.8. Amending 2022-2023 Budget

5. BUSINESS ITEMS

5.1. Approval of Claims

5.1.1. General Fund Checks for Approval

5.1.2. Nutrition Fund Checks for Approval

5.1.3. Activity Fund Checks for Approval

5.1.4. Building Fund Checks for Approval

5.1.5. Bond Fund Checks for Approval

5.1.6. QCPUF Checks for Approval

5.2. Window Replacement

5.3. Handbooks for 2023-2024

5.4. Aqueous Ozone

5.5. New Time Clock

6. NEXT MEETING

7. MOTION TO ADJOURN

Board of Education Meeting
May 8, 2023 at 8:00 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 Ryan Hunt at 08:04 pm. The roll was called and the following members were present: Todd Brown, Steve Hunt, Mike Stalder and Mike Taylor. Member absent: Craig Baily. Others present: Superintendent, Bryce Jorgenson, Secondary Principal, Josh Lanik, Elementary Principal, Mark Grove and Activities Director, Ashley Blickenstaff.

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.

Members present and public recited the Pledge of Allegiance.

Motion to approve the consent agenda passed with a motion by Mike Stalder and a second by Steve Hunt

Craig Baily	N/A
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

Visitors were recognized.

Time was allowed for public comment, none made.

Member Craig Baily arrived at 8:15 pm

Schools Fees Hearing held, no changes except for Cheerleading fees which are increase from \$250 to \$750.

A motion passed to approve student fees with a motion by Steve Hunt and a second by Mike Taylor.

Craig Baily	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

Parent Involvement Hearing for Title I student/parents, no changes made to current policy.

Elementary Principal, Mark Grove reported on completion of NSCAS testing, MAP's testing is near completion. Elementary Field Day was held and multiple classes have been attending field trips. Last day for students is May 16th and May 17th for teachers, report cards will go out May 24th.

Secondary Principal, Josh Lanik discussed NSCAS/NWEA testing and ACT results for Juniors. 9th graders went to a career fair in Holdrege and Juniors set up job shadow days. Work release for Seniors in 2023-2024 was discussed.

Activities Director, Ashley Blickenstaff reported on recent athletic honors and upcoming activities in Track, Golf and Quiz Bowl successes. Coaches are still needed for Boys Basketball, Bowling, Track, and Cross Country. Calendars for summer weights and activities were handed out to members.

Superintendent, Bryce Jorgenson gave a legislative update and reported that June 15th is last day of the sessions. A school van was damaged at a recent event and a replacement is needed; options were reviewed. The school Bus replacement schedule and pricing was discussed. Sway concussion protocol was discussed and baseline testing for students has begun. Items that are postponed until next month are Attendance/Excessive Absenteeism, Review of the Bullying Policy, Review of Handbook changes, Breakfast/Lunch prices, and the Triennial Wellness Policy Review. A second concrete bid by GD Concrete Construction was presented.

Tina Hutchens, Head Coach of the Trap Shooting team reported that 41 High School and Junior High kids participated this year. The cost of supplies, transportation, and events/practices were discussed.

A motion to approve the bills of the General Fund, Activity Fund, Building Fund, and the Nutrition Fund provided by the administration passed with a motion by Mike Stalder and a second by Mike Taylor.

Craig Baily	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

A motion passed to accept concrete bid from GD Concrete Construction with a motion by Todd Brown and a second by Mike Taylor.

Craig Baily	Yes
Todd Brown	Yes
Steve Hunt	Yes
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

The next regular meeting is scheduled for June 12th at 7:30pm in the High School Board meeting room.

Meeting adjourned at 9:45 pm with a motion by Todd Brown and a second by Mike Taylor.

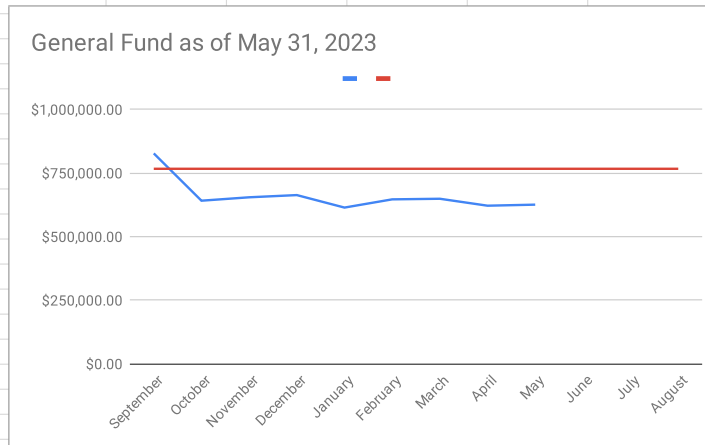
Dated this 19^h day of May 2023

FURNAS COUNTY SCHOOL DISTRICT #540

A/K/A SOUTHERN VALLEY SCHOOLS BY: Ryan Hunt, PRESIDENT

ATTEST: Dana Gesick, Recording Secretary

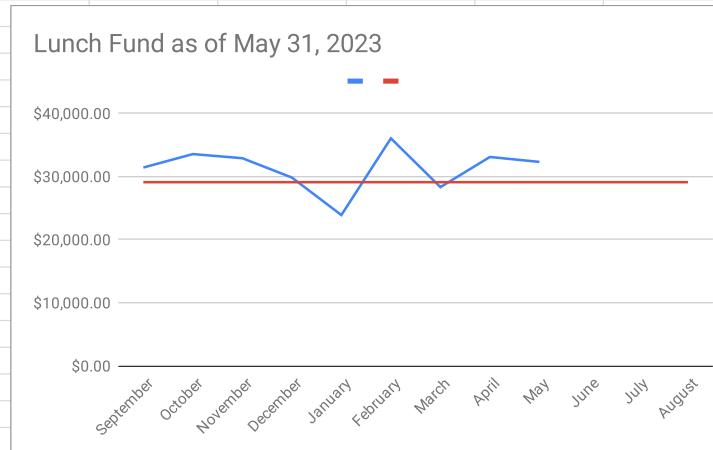
	Monthly Spent	Monthly Budget	Amount Remaining
September	\$827,077.29	\$766,604.00	-\$60,473.29
October	\$641,132.83	\$766,604.00	\$125,471.17
November	\$654,501.43	\$766,604.00	\$112,102.57
December	\$663,189.68	\$766,604.00	\$103,414.32
January	\$614,082.91	\$766,604.00	\$152,521.09
February	\$646,405.44	\$766,604.00	\$120,198.56
March	\$648,751.95	\$766,604.00	\$117,852.05
April	\$621,483.89	\$766,604.00	\$145,120.11
May	\$625,583.00	\$766,604.00	\$141,021.00
June		\$766,604.00	
July		\$766,604.00	
August		\$766,604.00	
Total	\$5,942,208.42	\$9,199,248.00	\$957,227.58



Totals	\$5,942,208.42	\$9,199,248.00	\$957,227.58
% Totals	64.59%		10.41%

[illegible]

	Monthly Spent	Monthly Budget	Amount Remaining
September	\$31,404.80	\$29,083.00	-\$2,321.80
October	\$33,535.81	\$29,083.00	-\$4,452.81
November	\$32,879.00	\$29,083.00	-\$3,796.00
December	\$29,817.83	\$29,083.00	-\$734.83
January	\$23,878.46	\$29,083.00	\$5,204.54
February	\$36,027.87	\$29,083.00	-\$6,944.87
March	\$28,298.51	\$29,083.00	\$784.49
April	\$33,078.00	\$29,083.00	-\$3,995.00
May	\$32,296.12	\$29,083.00	-\$3,213.12
June		\$29,083.00	
July		\$29,083.00	
August		\$29,083.00	



	Budget	Revenue	Difference
September			\$0.00
October			\$0.00
November			\$0.00
December			\$0.00
January			\$0.00
February			
March			
April			
May			
June			
July			
August			

Totals	\$281,216.40	\$349,007.00	-\$19,469.40
% Totals	80.58%	100.00%	-5.58%

	September	8.33%
	October	16.67%
	November	25.00%
	December	33.33%
	January	41.67%
	February	50.00%
	March	58.33%
	April	66.67%
	May	75.00%
	June	83.33%
	July	91.67%
	August	100.00%

	Monthly Spent	Monthly Budget	Amount Remaining				
September	\$0.00	\$39,418.00	\$39,418.00				
October	\$0.00	\$39,418.00	\$39,418.00				
November	\$462,051.25	\$39,418.00	-\$422,633.25				Revenue
December	\$0.00	\$39,418.00	\$39,418.00			January	\$72,800.91
January	\$0.00	\$39,418.00	\$39,418.00			February	
February	\$0.00	\$39,418.00	\$39,418.00			March	
March	\$0.00	\$39,418.00	\$39,418.00			April	
April	\$0.00	\$39,418.00	\$39,418.00			May	
May		\$39,418.00	\$39,418.00			June	
June		\$39,418.00	\$39,418.00			July	
July		\$39,418.00	\$39,418.00			August	
August		\$39,418.00	\$39,418.00				
	Bond Fund						
Totals	\$462,051.25	\$473,016.00	\$10,964.75				
% Totals	97.68%	100.00%	2.32%				
	September	8.33%					
	October	16.67%					
	November	25.00%					
	December	33.33%					
	January	41.67%					
	February	50.00%					
	March	58.33%					
	April	66.67%					
	May	75.00%					
	June	83.33%					
	July	91.67%					
	August	100.00%					

	Monthly Spent	Monthly Budget Amount Remaining							
September	\$3,816.25	\$7,945.00	\$4,128.75						
October	\$0.00	\$7,945.00	\$7,945.00						
November	\$0.00	\$7,945.00	\$7,945.00						
December	\$0.00	\$7,945.00	\$7,945.00						
January	\$0.00	\$7,945.00	\$7,945.00						
February	\$93,816.25	\$7,945.00	-\$85,871.25			January	Budget	Revenue	Difference
March	\$0.00	\$7,945.00	\$7,945.00			February			\$0.00
April	\$0.00	\$7,945.00	\$7,945.00			March			\$0.00
May		\$7,945.00	\$7,945.00			April			\$0.00
June		\$7,945.00	\$7,945.00			May			\$0.00
July		\$7,945.00	\$7,945.00			June			
August		\$7,945.00	\$7,945.00			July			
						August			
	QCPUF								
Totals	\$97,632.50	\$95,340.00	-\$2,292.50						
% Totals	102.40%	100.00%	-2.40%						
	September	8.33%							
	October	16.67%							
	November	25.00%							
	December	33.33%							
	January	41.67%							
	February	50.00%							
	March	58.33%							
	April	66.67%							
	May	75.00%							
	June	83.33%							
	July	91.67%							
	August	100.00%							

June 23 Board Meeting

Report Cards were sent out to those that have everything turned in and fines paid.

I have included the summary of NSCAS scores from this spring.

SV ELEM Spring 23 NSCAS Results

	ELA SV	ELA State	Math SV	Math- State	ELA % on or above-	Math % on or above
3rd Grade	2511	2471	1175	1193	73	31
4th Grade	2522	2504	1273	1224	55	86
5th Grade	2552	2519	1288	1238	68	79
6th Grade	2587	2529	1330	1242	72	82

23-24 Classroom Teaching Assignments

Dani Shultz and Jennifer Aerni - PreK

Jordyn DeVries and Morgan Huxoll - K

De Anna Ruskamp and RayAnn Roskop - 1st

Lacy Rice and Haley Reed - 2nd

Courtney Amundson and Holly Hunt - 3rd

Addison Johnson and Chelsey Sutton - 4th

Glenna Miller and Ali McCord - 5th Jenn Burns - 6th - Departmentalizing

7-12 Principal Board Report
June, 2023

- ACT results for Juniors & Sophomores
- 4th Quarter/2nd Semester Honor Roll
- Summative Evals/Goals Set
- Class Schedule for 23-24 school year
- Senior parking spots in parking lot

Southern Valley

Activities and Athletics



Athletics

Matt Henderson and Mitch Wilson were selected to play in the North Platte All-Star Basketball game on June 2nd at 7:45 p.m. at the McDonald-Belston Gymnasium.

Track

- Mitch Wilson, Ann Bose, and Adi Hunt competed at the 2023 state track meet. Mitchel ran the 300 intermediate hurdles and finished 19th, Ann Bose tied for 5th in the High Jump, Adi Hunt was 9th in the 200 and tied for 14th in the pole vault.

Golf

- Braxton Hammond and Kamden Bose competed at the 2023 state golf meet. Braxton finished tied for 51st and Kamden finished in a three-way tie for 19th.

Activities

- State Journalism - Missed on last board report.

Team Placement 2nd place

State Champion - Celia Zetterberg - Info Graphic

State Champion - Adi Hunt - Sports Action Photography

State Champions - Shae Mitchell, Gabe Grove, Keira Wasenius, Kiera Nash, Ann Bose, and Adi Hunt - In Depth Newspaper Coverage

State Runner-Up - Celia Zetterberg - Yearbook Layout

State Runner-Up - Ann Bose - Yearbook Theme Copy Layout

State Runner-Up - Adi Hunt - Advertising

State Runner-Up - Shae Mitchell - Editorial Cartooning

State Runner-Up - Keira Wasenius - Headline Writing

State Runner-Up - Zuzana Pokorna - Newspaper Column Writing

State Runner-Up - Tori Bose, Camden Wright, Alex Meyers, Ehme Linner, Shyloh Gavierrez, and Madalyn Schoen - Indepth Newspaper Coverage

3rd Place - Ann Bose - Sports Action Photography

3rd Place - Alyson Adams, Lily Holste, Ashton Kirkendall, Celia Zetterberg, and Kady Willcock - Indepth Newspaper Coverage

3rd Place - Ann Bose - Sports News Writing

3rd Place - Ashton Kirkendall - Newspaper Column Writing

New Hires:

Head Coaches

- Gerald Utterback - Head Boys Basketball - Comes from Eustis. Has experience as an assistant boys and assistant girls coach. Will be a para here next year. Wife is an English teacher in Eustis. He has two daughters going into 4th and 7th grades.
- Georgia Mroczek - Head Bowling Coach - Not new to SV, but new to bowling.
- Richard McDonald - Head Track Coach - Has been an assistant coach for track at SV for 5 years and 8 years total.

Assistant Coaches

- Richard McDonald - Coming in again as an assistant

Looking Forward

Hiring Coaches: Assistant coaches for XC, Boys Basketball, and Track

- Summer weights, summer camps, and summer leagues are on!

Superintendent Report
Board Meeting
June 12, 2023

1. Update on Unicameral
2. Conference Changes

3001 Budget and Property Tax Request

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

BUDGET PROCEDURES

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov/>

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

Property Tax Request Hearing Notice. The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in

the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

Decrease or No Change in Total Property Taxes Levied. If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1632(4).

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent

allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

Property Tax Request Hearing Notice. Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

Provide Information to County Clerk. Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5th: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

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

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

I. Applicability of the Policy

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

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

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

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

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

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

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

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner

providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

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

significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
 - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and

number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

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

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

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

income.

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. Competitive Proposals.

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

I. Equipment and Capital Expenditures

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

J. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be

accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records

Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

Through June 30, 2024, the school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

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

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

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

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of

school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

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

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

This policy shall terminate July 1, 2024.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036 Purchasing (Credit) Card Program

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

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and [insert other standing authorized expenditures]. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$[insert amount].

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

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

Documentation. Employees seeking reimbursement for a purchasing card purchase must submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees must maintain copies of any documentation submitted to the school district.

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

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

Purchase Review Procedures. The superintendent, or his or her designee, and [REDACTED] will conduct independent reviews of credit card expenses, or a sample thereof, on a **monthly** basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3059

Audio and Video Recording

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

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

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

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

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those

recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

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

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

4003 Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated [insert designated individual] as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

[Insert designated individual] may be contacted at [insert contact information.]

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or

unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action

which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Review Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4045
Milk Expression

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

These employees must complete the training designated by the school district or superintendent no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003

Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Application for Enrollment. The parent or guardian of an exempt school student who is of appropriate age to attend school, is a resident of the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [REDACTED] of the year of enrollment. For second semester high school courses, the application must be filed by [REDACTED]. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

Limitations Based on Resources. The enrollment of exempt school students is subject to limitations established by the district for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate,

receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. Exempt school students are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 5 credit hours of enrollment in the public school district. All part-time students must also meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5004

Option Enrollment

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

1. Definitions

- a. Option Student Defined.** Option student shall mean a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district shall mean the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district shall mean the school district that a student chooses to attend other than his or her resident school district.

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

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

4. Standards for Acceptance or Rejection of Option Students.

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

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

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

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

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

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
 - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
 - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
 - i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
 - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
 - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
5. **False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.
6. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
7. **Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

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

- a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
- b.** On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. Late Applications and Requests for Release

- a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b.** The board of education will approve late applications to option into the district under the following conditions:
 - i. When the resident district has released the student;
 - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

- b.** The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.
- c.** The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

- a.** A student does not need to be released from his/her resident district under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b.** The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a.** Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

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

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and

- shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;

2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:

- a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
- b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
- c. Violating school bus rules as set by the school district or district staff;
- d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
- e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
- f. Possession of pornography;
- 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 cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing

to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

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

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

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

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

- a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be

governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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. Technological Devices

The district will provide students with the technological devices necessary to complete all basic curricular projects. **To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$_____.**

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$____. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$_____.

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

6. Extracurricular Activities.

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

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

- Student Activity Card: \$____
 - 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 mouthguards
- 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, and Wrestling: \$____
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$____
 - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: \$____
 - Students must provide their own weapons and ammunition
- Science Club: \$____
- FCCLA: \$____
- Spanish Club: \$____

7. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who choose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$_____ per course.

8. Transportation Costs.

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

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

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record

fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

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

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

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

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

11. Participation in Summer School or Night School.

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

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

12. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

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

- Breakfast Program – Grades K-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 \$_____

13. Charges for Musical Extracurricular Activities.

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

- 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 \$_____

14. Contributions for Junior and Senior Class Extracurricular Activities.

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

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 as 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: _____

5049 Firearms and Weapons

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

Definition of Weapon. The term “weapon” means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or

5. A handgun carried as a concealed handgun by a nonstudent adult in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

Definition of Encased. The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

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

1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

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

Consequences – Weapon. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

Confiscation of Firearms. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

5052 School Wellness Policy

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.*

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

2. Goals for Physical Activity

- a. The school district’s curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

3. Goals for Other School-Based Activities Designed to Promote Student Wellness

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

- i. USDA National School Lunch and School Breakfast nutrition standards
 - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

6. Food and Beverage Marketing

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
 - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to

bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

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

12. Operational Responsibility

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5062
Lice and Nits

Upon discovering the presence of live lice or louse eggs, the school will notify the student's parent(s) or guardian(s). The student will be isolated from contact with other students and their belongings, and a parent or guardian must pick the child up from school immediately.

By Nebraska DHHS regulation, students are not permitted to return to school until the student is treated such that no live lice or louse eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined. The student cannot ride the school bus until the district has cleared the student to return to school.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5064
Supplement, Not Supplant

The district will use Title I, Title II, Title IV, and any other funds subject to Supplement, Not Supplant requirements as required by law. The district will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of such funds, be spent on Title programs. The district will ensure that Title funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title programs. Title professional development will not duplicate that which the district provides for non-Title purposes which, in the absence of Title funds, would be provided to all staff.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6003
Instructional Program

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten, exclusive of lunchtime.

[NOTE TO BE DELETED: The hours shown above are the minimum number of instructional hours for each corresponding grade as required by Nebraska law and NDE regulation. They may be, but are not required to be, adjusted upward at the board's discretion.]

2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.
3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.
4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.
5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6004

Curriculum Development

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

Curriculum and Textbook Adoption Schedule

The district will review curriculum and adopt associated textbooks on the following schedule.

SUBJECT AREAS	REVIEW	ADOPTION
Foreign Language		
Fine Arts/Music		
K-12 Language Arts		
Math		
Technology		
Science		
Physical Ed/Health		
Vocational		
Social Studies		
Financial Literacy		
Computer Science and Technology		

Adopted on: _____

Revised on: _____

Reviewed on: _____

6025
Student Cell Phone and Other Electronic Devices

[THIS POLICY CONTAINS SEVERAL OPTIONS. THERE ARE MORE PERMISSIVE OPTIONS AND MORE RESTRICTIVE OPTIONS. YOU SHOULD SELECT AND MAKE ANY NECESSARY CHANGES TO ONLY ONE OPTION AND DELETE THE REST]

(USE AT SCHOOL OPTION)

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

(ONLY BEFORE/AFTER SCHOOL AND DURING PASSING AND LUNCH OPTION)

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's

administration, be subject to additional discipline, up to and including suspension or expulsion.

(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

Students may not use cellular phones in any classroom unless deemed appropriate by a student's education team. [INSERT YOUR STORAGE SYSTEM HERE; FOR EXAMPLE: The District will provide each student with a Yondr bag, and students must lock their cellular phone in the Yondr bag upon entering a classroom. The student may unlock the bag upon exiting the classroom at the end of the class period.]

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this

policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038

Artificial Intelligence

As used in this policy, artificial intelligence tools ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district's academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student's work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
- 4. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
- 5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____

KAREN A. HAASE ^{NE, SD, IA, WY}

STEVE WILLIAMS ^{NE, SD}

BOBBY TRUHE ^{NE, SD}

COADY H. PRUETT ^{NE, CO, SD}



JORDAN JOHNSON ^{NE, WY}

TYLER COVERDALE ^{SD}

SARA HENTO ^{NE, SD}

SHARI RUSSELL, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers

FROM: KSB School Law

DATE: June 2, 2023

RE: Annual Policy Updates

Attached are the 2023 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues that are raised by certain laws that do not necessarily require a policy change but do present new obligations or things to keep in mind as you enter the 2023-24 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Keep in mind that most bills that were enacted into law go into effect three months after the legislature adjourns. This year the Unicameral adjourned sine die on June 1st, so the effective date of most bills will be September 2, 2023. However, if a bill includes a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Wednesday, June 7, 2023, at 9:00 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 have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

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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

REVISION OF POLICY 3001: BUDGET AND PROPERTY TAX REQUEST

We have revised this policy to provide a link to the website at which information on statewide receipts and expenditures and comparisons of cost per pupil and performance to other school districts is available. We also updated a statutory reference. Finally, we amended the policy to follow the changes in LB 243 that make clear that a school may only increase its property tax request by more than the allowable growth percentage “to the extent allowed by law.”

This change is required.

REVISION OF POLICY 3003.1: BIDDING FOR CONSTRUCTION, REMODELING, REPAIR, OR RELATED PROJECTS FINANCED WITH FEDERAL FUNDS

AND

POLICY 3004.1: FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS

Entities auditing school districts looked for an explicit “Buy American” provision in these policies. Although federal law only requires that the Buy American provision be included in any contract and not in the policy, we have added or revised this provision in these policies to appease the policy auditors.

This change is technically not required but is highly recommended.

REVISION TO POLICY 3033: LENDING TEXTBOOKS TO CHILDREN ENROLLED IN PRIVATE SCHOOLS

Section 79-734 requires public schools to purchase and loan textbooks, upon individual request, to children who are enrolled in kindergarten to grade

twelve of a private school which is approved for continued legal operation under rules and regulations established by NDE. LB 705 transfers this obligation to NDE effective July 1, 2024. We have amended this policy to end the public school's obligation to provide textbooks to private schools effective July 1, 2024.

This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

This change is required.

REVISION TO POLICY 3036: PURCHASING (CREDIT) CARD PROGRAM

The Nebraska Secretary of State's Schedule 10 governs how long school districts must maintain certain records. Schedule 10 has been changed and now states that schools must maintain all financial records created or received by the school district for 7 years. We have changed our policy from a 10-year retention requirement to a 7-year requirement.

This change is not required but is highly recommended.

POLICY 3059: AUDIO AND VIDEO RECORDING (RELOCATION OF POLICY 5063)

Now that most middle-high school students, staff members, parents, and patrons have smartphones and other devices, it was time to revisit this policy. While this certainly does not address all technology-based conduct, we have made a few changes that apply to more than just students. This is why it will be relocated into the 3000 series.

For example, previously the policy did not prohibit staff from making secret recordings. We made that change.

We also updated the security camera footage section and made a few other tweaks to better align the policy to school practices.

These changes are not required but are highly recommended. Relocation is required even if you don't amend the policy for ease of tracking future changes.

REVISION TO POLICY 4003: DRUG POLICY REGARDING DRIVERS

We made a minor revision to fix a clerical error regarding the term Medical Review Officer.

This change is required.

REVISION TO POLICY 4045: MILK EXPRESSION

President Biden signed into law the Providing Urgent Maternal Protections for Nursing Mothers Act ("PUMP for Nursing Mothers Act") at the end of 2022. The Act expands protections for salaried employees such as teachers and also requires the break to be paid if the employee is also working while expressing breast milk. We changed our policy to include language regarding the frequency at which an employee can request to pump.

This change is required.

REVISION OF POLICY 4059: BEHAVIORAL AND MENTAL HEALTH TRAINING (FORMERLY SUICIDE PREVENTION TRAINING)

Section 79-2,146 currently requires nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel to receive at least one hour of suicide awareness and prevention training each year. LB 705 amends this section to require "all public school employees who interact with students and any other appropriate personnel" as determined by the superintendent to receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. NDE will develop a list of approved training materials.

Please note, we left the proposed October 31 or within 30 days of initial employment wording in the policy. This is not required by law, so you can adjust the completion deadlines as you see fit.

These changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

This change is required.

REVISION OF POLICY 5003: ADMISSION OF PART-TIME STUDENTS

LB 705 (Sec. 75) will amend Nebraska's part-time enrollment statute, section 79-2,136. Prior to the amendments, the statute contained only one section and generally deferred to school board policy for most part-time enrollment considerations. LB 705 contains some new requirements for the admission of part-time students.

First, the statute creates an ambiguity regarding which classes a part-time student can take. LB 705 added a clause into the original statute, which now reads: "Each school board shall allow the part-time enrollment of students, for all courses selected by the students...." We know many schools limit the classes available to part-time students, in addition to limitations based on class sizes and things like that. It is unclear whether the Unicameral intended the new clause to mean students can select *any* courses they want, or if they intended that to mean any courses offered to part-time students but not necessarily all courses they might be eligible to take if they were full-time students. We left the general restrictions based on class sizes and resources intact but remained silent on strict class availability for part-time students (e.g., only essential courses or only specials) giving each school the opportunity to decide whether they want to make all courses available or continue to limit courses a part-time student can take even if you have capacity.

Second, LB 705 requires school boards to establish policies and procedures relating to participation in extracurricular activities. It requires schools to permit part-time students to participate in extracurriculars "subject to the same requirements, conditions, and procedures" as your full-time students. This means they must comply with all academic, behavioral, and other eligibility rules established by the school, including your student code of conduct. We've also specified that this includes being eligible for NSAA participation, or eligible based on the governing body of any activity not subject to NSAA rules.

The statute has two specific limitations. Current NSAA rules require students to be enrolled in at least 20 credit hours, 10 of which must come from the public school. The statute changes now state that part-time students must be allowed to participate if they are enrolled in 5 credit hours in the public school. This change will reduce the public school enrollment requirement from 10 to 5 hours, and we anticipate the NSAA will make any changes necessary on its end to allow schools to comply with this statute.

The statute also prohibits schools from giving a preference in team selection to full-time students over part-time students.

As for transportation, the statute does not require schools to provide transportation for school attendance purposes, but it does require schools to provide extracurricular transportation or mileage to a part-time student on the same terms as you provide extracurricular transportation to your full-time students. For example, if you drive a bus from the school parking lot to away contests or off-site practices, the part-time student gets to ride the bus to those events. The part-time student would be responsible for getting himself or herself to the designated pick-up point.

Finally, this change also raises a timing issue. Schools will have their policies and handbooks updated to start the year, but these requirements do not go into effect until approximately September 10, 2023. This begs the question of whether a student is subject to the various credit hour and other requirements at the beginning of the fall season, or only after the law becomes effective. To avoid having to do mid-year changes to enrollment, handbooks, and policies, our recommendation is to begin applying the new requirements with the start of fall seasons, assuming the NSAA will provide flexibility for the flex time between the start of fall seasons and the effective date of the new requirements.

These changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

This change is required.

REVISION OF POLICY 5004: OPTION ENROLLMENT

LB 705 made three substantive changes to the option enrollment laws.

1. Special education capacity determinations must and may only be determined on a case-by-case basis. If an option application indicates that a student has an individualized education plan (IEP) or has been diagnosed with a disability, the application must be evaluated by the director of special education services or the director's designee who shall determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations.
2. If the school board wishes to declare a program, class, or school unavailable for the following school year, the board must pass a

resolution with such a declaration **prior to October 15th** of the previous school year.

3. Schools must annually establish, publish, and report the capacity for each school building under the district's control according to procedures, criteria, and deadlines established by the Nebraska Department of Education

These changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

This change is required.

REVISION OF POLICY 5035: STUDENT DISCIPLINE

PK-2nd Grade Students. LB 705 provides that schools will no longer be able to suspend a student in pre-kindergarten through second grade *unless* the student brings a deadly weapon as defined in section 28-109 on school grounds, in a school vehicle, or to a school-sponsored activity or athletic event. Schools must develop a policy to implement this new limitation and must include disciplinary measures inside the school as an alternative to suspension.

Completing Missed Work. Any student who is suspended ***must*** be given an opportunity to complete any classwork, homework, examinations, or other work missed during the period of suspension. "Must" used to say "may." Schools must develop and adopt guidelines that provide any suspended student with the opportunity to complete classwork and homework. The guidelines may not require the student to attend the school district's alternative programs for expelled students in order to complete classwork and homework. The guidelines must be provided to the student and a parent or guardian at the time of suspension.

Short-Term Suspensions. When a principal suspends a student for up to five school days, he or she must give a written notice of the suspension to the parent or guardian within 24 hours "or such additional time as is reasonably necessary." LB 705 has revised this requirement to state that the principal only has an additional 48 hours (a total of 72 hours) to send the written notice of the suspension. The principal has always been required to make a "reasonable effort" to hold a conference with the parent or guardian when the student returns to school. Now there is an additional requirement that the principal document such effort in writing.

Post-Expulsion Requirements. LB 705 includes a new requirement. At the conclusion of an expulsion, a school district must reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska-accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

Long-Term Suspension, Expulsion, or Mandatory Reassignment. The decision to recommend long-term suspension, expulsion, or mandatory reassignment did not have a timeline associated with it. Now, the decision must be made within two school days after learning of the alleged student misconduct. Also, if a student is suspended pending the outcome of a hearing for a long-term suspension, expulsion, or mandatory reassignment, the student must be allowed to complete classwork, homework, examinations, and other work during the period of suspension.

Hearing Examiner. When a hearing is requested under the Student Discipline Act, the superintendent now “recommends” the appointment of a hearing examiner within two school days after receiving the hearing request. Parents have two days to request the designation of a different hearing examiner. Upon receiving the request, the superintendent:

- **Must** provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned; and
- **May** also provide an additional list of hearing examiners that may include hearing examiners employed by or under contract with the school district.

The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended, provided as an alternative hearing examiner, or included on an additional list, if any, and must notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of the notice.

The Hearing. Previously, the hearing had to be “scheduled” within five school days after it was requested. Now, the hearing must be “held” within five school days after the appointment of the hearing examiner.

Previously, students and their parents had the right to examine records and written statements “at a reasonable time” before the hearing. Now, the

school must provide copies of records, written statements, and required affidavits no later than 48 hours before the hearing.

The school must make available those witnesses who have knowledge of or were involved in the alleged misconduct and subsequent discipline of the student if such witnesses are requested by the student or the student's parent, guardian, or representative and ***if*** such witnesses are employees or under contract with the school district.

With changes from LB 705, the hearing examiner now has ten calendar days to provide the findings and recommendations to the superintendent, and the superintendent has five school days after receiving the report to make his or her determination. Previously, there was no time limit for either action.

Appeal. If the student or parent appeals the superintendent's decision, the superintendent's determination will no longer take immediate effect.

School Board Decision. In the event of an appeal, the school board now must take final actions within three calendar days after the hearing. Previously, there was no time limit on the board's ability to make a final decision.

The changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023**. However, Policy 5035 has been revised to reflect these new requirements so that you do not have to change policies and handbooks in September.

These changes are required.

REVISION TO POLICY 5045: STUDENT FEES

The Nebraska Public Elementary and Secondary Student Fee Authorization Act permits schools to charge fees for "postsecondary education costs." However, just like fees charged to participate in extracurriculars or for student meals, the board must designate the "maximum" fee that may be charged. Our policy has always contained a section for postsecondary education costs, but it did not list the maximum for those costs.

This change will now require you to list the maximum fee that might be assessed to a student for postsecondary education costs. Unless you designate the maximum fee (even if the student ends up paying less), it's technically not lawful. If you collaborate with local colleges, universities, or

community colleges to offer postsecondary classes or dual credit classes, you should list the maximum fee a student may be required to pay. Keep in mind that schools cannot charge a fee for earning high school credits. However, you can require families to pay any postsecondary costs if they also want college credit. We recommend listing the max amount *per course*, to include all fees for tuition, materials, etc. You should set the number high enough to account for the most a student may be required to pay, especially if you work with multiple institutions.

This change is required.

REVISION TO POLICY 5049: FIREARMS AND WEAPONS

LB 77 authorizes anyone, other than a minor or prohibited person, to carry a concealed handgun anywhere in Nebraska, with or without a concealed handgun permit. However, the law still prohibits people from carrying a concealed or unconcealed handgun into a public school or on public school property. This prohibition does not apply to a qualified law enforcement officer or qualified retired law enforcement officer carrying a concealed handgun pursuant to 18 U.S.C. 926B or 926C.

We have revised this policy to remove the reference to an exception based on possessing a concealed handgun permit.

This change is required.

REVISION TO POLICY 5052: SCHOOL WELLNESS

The link to the website at the bottom of the policy that contains the evidence-based strategies used in the policy has been updated.

This change is required.

REVISION TO POLICY 5062: LICE AND NITS

For the past several years, we have been asked by numerous clients about the rules governing the exclusion of students who have contracted active cases of lice, louse eggs, and nits. Our policy previously offered two options, one that excluded for nits and one that did not. Several schools have

received significant pushback (and even threats of litigation) for banning students with nits alone until they were treated.

Many state and national organizations have strong opinions on this issue, with entities like the CDC and various medical organizations now recommending against any school exclusion even if a student has an active case of headlice. A small handful of schools have even asked us for a policy that would not exclude students from school at all. While that may technically violate the Nebraska DHHS isolation regulation, we know some schools have nurses, administrators, and others who agree with this position. If you would like that type of policy, please contact one of us.

In revisiting the actual Nebraska DHHS regulation on this point, it states as follows for school exclusion/isolation periods for pediculosis:

Nits are not a cause for school exclusion. Parents of students with live lice are to be notified and the child treated prior to return to school. Only persons with active infestation need be treated. Avoid head-to-head contact. No exclusion of contacts.

In light of the current regulation, we have removed the policy option permitting exclusion for nits, alone (the former "Option A"). The policy now has only one option that tracks the regulation. It states that the school will contact the student's parent/guardian(s) immediately to pick up the child. Because the regulation still says that the child needs to be treated "prior to return to school," we left that in the policy.

This change is required if you previously selected "Option A" which included nits. If you previously selected "Option B," these changes are recommended.

**POLICY 5063: [INTENTIONALLY LEFT BLANK]
(RELOCATED TO POLICY 3059)**

This policy is relocated.

REVISION TO POLICY 5064: SUPPLEMENT, NOT SUPPLANT

We have updated this policy to reflect the provision that requires federal grant funds supplement local effort for all Title funds which expands beyond Title I to include Title II and Title IV grant funds.

This change is technically not required but is highly recommended.

REVISION TO POLICY 6003: INSTRUCTIONAL PROGRAM

We have updated the policy to reflect the minimum number of instructional hours for each corresponding grade as required by Nebraska law and NDE regulations. You may adjust these hours upward if desired.

This change is required.

REVISION TO POLICY 6004: CURRICULUM DEVELOPMENT

We have updated the policy to reflect the new requirement that goes into effect for the 2023-24 school year that all students take at least one course in financial literacy. This required coursework may not be embedded in other curricula throughout a high school student's secondary education. Rather the course must be a standalone class equaling five (5) high school credits or an equivalent one-semester course. The Nebraska Department of Education has curricular resources for [the financial literacy course](#) here. The Financial Literacy Act requires the district to submit a report to the board of education about your compliance with the Act no later than December 31, 2024. **You do not need to worry about reporting for the 2023-24 school year.** We will provide you with the necessary information for that report in the years they will be required and will add them to our running list of annual notices, hearings, and reports at that time.

The Financial Literacy Act was passed as a companion statute to the Computer Science and Technology Act. LB 705 pushed back the effective date of the Computer Science and Technology Act to the 2027-28 school year.

As a side note, Policy 6004 has a table that sets out a schedule for curriculum review and textbook adoption. This table will need to be edited to reflect your district's practices. For example, if your district staff reviews the curriculum in one year and then actually adopts a textbook in the following year, you would adjust the content of the "textbook adoption" cell down a level. This year is also a good time to check the dates that your district has filled in under the "school year" column and to update them as necessary.

The financial literacy curriculum is required for 23-24, but we have added both financial literacy and computer science to the curriculum review chart.

ADDITIONAL OPTIONS ADDED TO POLICY 6025: STUDENT CELL PHONE AND OTHER ELECTRONIC DEVICES

We have added some additional options to policy 6025. The current policy is most permissive, allowing students to use cell phones and other devices so long as they don't violate other school rules. As more schools start to go back to restrictive policies or consider storage plans like classroom turn-in boxes or Yondr bags, we want to provide some additional options. Those are included in the redline of this policy. However, the substance of the current policy did not change.

If you are happy with your current student cell phone and electronic devices policy, you do not need to make any changes.

NEW POLICY 6038: Artificial Intelligence

This is an optional policy. We have received questions from several clients about a board policy on the extent to which students may permissibly use artificial intelligence tools "AI Tools" (such as ChaptGPT and other chatbots) in connection with school assignments. This policy lays out (1) the board's approval of using AI Tools in connection with academic assignments, and (2) details the minimum requirements and expectations for such use.

Under this policy, teachers are responsible for determining the extent to which a student may permissibly use AI Tools in connection with any specific assignment and the policy imposes certain minimum requirements that students using such tools must meet (including disclosure and proper attribution). Please note that the criteria laid out in this policy is not in response to legal requirements. Rather, this policy provides a practical framework for your teaching staff to consider whether and how AI Tools can and should be used in connection with school assignments. The policy also clarifies that student use of AI Tools should be consistent with expectations of academic honesty when using other sources of information. If the board is inclined to adopt this policy (or a version of it), we strongly encourage the board to consult with the administration (who may work with the teaching

staff) to ensure that the framework and expectations are consistent with the teaching practices.

This new policy is optional.

Form Changes

NOTICE OF NON-DISCRIMINATION

Some of our school districts have asked for an all-encompassing, one-and-done nondiscrimination statement. We have not drafted one yet, mainly for two reasons. One, drafting such a single non-discrimination statement that effectively addresses all requirements from a variety of entities has proven difficult to do in a straightforward and streamlined manner. Two, we have decided to wait until the new Title IX and Section 504 regulations have been approved and finalized. But once those changes are made, we will tackle and produce a new notice of non-discrimination.

There is no change to make - yet.

Other Issues To Consider

LB 298: Dyslexia

On or before July 1 of each year, the school district must provide the required information relating to dyslexia to NDE.

LB 298: Written Dress Code and Grooming Policy

On or before July 1, 2025, the school board must adopt a written dress code and grooming policy to be implemented at the start of the 2025-26 school year that is consistent with the model policy developed by NDE and “may include any other procedures and provisions the school board deems appropriate.” NDE must develop and distribute its model dress code and grooming policy on or before December 1, 2024.

LB 705: Behavioral Intervention Training and Teacher Support Act

Sections 2 through 5 of LB 705 create the Behavioral Intervention Training and Teacher Support Act. This Act is effective **July 1, 2023**.

Training. Beginning in school year 2024-25, the Educational Service Unit Coordinating Council shall (i) ensure annual behavioral awareness training is available statewide and (ii) develop, implement, and administer an ongoing statewide teacher support system.

Beginning in school year 2026-27, each school district must ensure that each administrator, teacher, paraprofessional, school nurse, and counselor receives behavioral awareness training. Each administrator, teacher, paraprofessional, school nurse, and counselor who has received such training must receive a behavioral awareness training review at least once every three years. Each school district may offer such training, or similar training, to any other school employees at the discretion of the school district. In addition, all school employees must have a basic awareness of the goals, strategies, and schoolwide plans included in such training.

The Act defines what behavioral awareness training must include.

Report. On or before July 1, 2025, and on or before July 1 of each year thereafter, each school district must submit a behavioral awareness training

report to the Educational Service Unit Coordinating Council. The report must include the school district behavioral awareness training plan and summarize how the plan fulfills the requirements of the Act.

Point of Contact. Each school district must designate one or more school employees as a behavioral awareness point of contact for each school building or other division as determined by such school district. Each behavioral awareness point of contact must be trained in behavioral awareness and shall have knowledge of community service providers and other resources that are available for the students and families in the school district.

Mental Health and Counseling Resources. Each school district must maintain or have access to a registry of local mental health and counseling resources. The registry must include resource services that can be accessed by families and individuals outside of school. Each behavioral awareness point of contact must coordinate access to support services for students whenever possible. Except as provided in section 43-2101, if information for an external support service is provided to an individual student, school personnel must notify a parent or guardian of such student in writing unless the recommendation involves law enforcement or child protective services. Each school district shall indicate each behavioral awareness point of contact for the school district on the school district's website and in any school directory for the school that the behavioral awareness point of contact serves.

LB 705: Nebraska Teacher Recruitment and Retention Act

The purpose of the Nebraska Teacher Recruitment and Retention Act is to provide financial incentives to recruit and retain teachers in Nebraska classrooms. A teacher may apply to NDE for multiple retention grants of \$2,500 if the teacher has signed a contract to complete the teacher's second, fourth, and sixth complete school years of full-time employment in the 2023-24 through 2026-27 school years. A teacher may apply for a high-need retention grant of \$5,000 if the teacher (1) obtains an endorsement in special education, mathematics, science, technology, or dual credit; and (2) signs a contract to complete a school year of full-time employment as a teacher at a Nebraska school in 2024-25, 2025-26, or 2026-27. The Act terminates on January 1, 2028.

The Unicameral encourages "individual schools and school districts to adopt policies incentivizing teacher recruitment and retention through policies similar to the Nebraska Teacher Recruitment and Retention Act." KSB has

not drafted such a policy for its service because such a “policy” would actually need to be negotiated with the teacher’s association and included in the negotiated agreement.

This provision was subject to an e-clause.

LB 705: Student Discipline Act

NDE Policy. NDE must develop and adopt a model policy relating to behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in school on or before July 1, 2025. The model policy shall include appropriate training for school employees on behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in schools and how frequently such training shall be required.

School Policy. On or before August 1, 2025, each school district must develop and adopt a policy consistent with or comparable to the model policy developed by NDE. The school must file the policy with the Commissioner of Education. The policy must be included with any notifications required under the Student Discipline Act.

Behavioral Awareness and Intervention Training. Beginning in school year 2026-27, each school district must ensure that any school employee who has behavioral management responsibilities participates in behavioral awareness and intervention training consistent with the school district’s revised student discipline policy developed and adopted on or before August 1, 2025. The training must be provided by the school district or the school district’s ESU. The training must be consistent with the model policy relating to behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in school developed by NDE (on or before July 1, 2025).

LB 705: Computer Science and Technology Education

The requirement that public school students attend at least five credit hours of computer science and technology education has been extended from the 2026-27 school year to the 2027-28 school year. The deadline to include computer science and technology education aligned to the academic content standards has been extended from 2024-25 to 2025-26. This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

LB 705: FAFSA

Beginning in 2024-25, each public high school student must complete and submit to the United States Department of Education a Free Application for Federal Student Aid prior to graduating from high school unless a parent or legal guardian, the principal or designee, or a student who is 19 or older or emancipated submits an NDE-created declination form. The principal or designee must submit compliance information to the school board and to NDE. This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

LB 705: Youth Organizations

Each school district must, upon request, allow a representative of any youth organization (a corporation chartered by Congress and 29 listed in 36 U.S.C. Subtitle II, Part B, as of January 1, 2023) to provide:

- (i) oral or written information to the students of the school district regarding the youth organization and how the youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship and
- (ii) services and activities to any student of the school district who is a member of the youth organization.

Frequency and Timing. Each requesting youth organization must be allowed to provide its information, services, and activities in a school building or on the school grounds of a school in each school district at least once during each school year. Schools must make a good faith effort to select a date, time, and location for each requesting youth organization to provide its information, services, or activities that is mutually agreeable to the school district and to the youth organization. Oral information may only be provided during noninstructional time.

Background Checks. Prior to allowing a representative of a youth organization to provide information, services, or activities at a school, the representative must be subject to a background check. Except as otherwise provided by the new law or by the rules and regulations of the Nebraska State Patrol, the parameters of the background check shall be determined by the relevant school district. A school district may prohibit any representative of a youth organization that has been convicted of a felony from providing information, services, or activities at any school in the school district. Each representative of a youth organization is responsible for all costs associated with obtaining the background checks.

This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

Other Bills of Interest

LB 243: Adopt the School District Property Tax Limitation Act

LB 583: Change Provisions of the Special Education Act and the Tax Equity and Educational Opportunities Support Act

LB 727: Change Provisions Relating to Revenue and Taxation

LB 753: The Opportunity Scholarships Act

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***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any one of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.



Southern Valley Public Schools

2025 Freightliner – Thomas C2

71 Passenger Capacity

PRICE.....\$122,585.00

Quote Valid Until: June 13, 2023 (Add...\$2000.00 after this date)

Approximate Delivery: 12 months from order

Engine: Cummins ISB 6.7 Liter **(250 HP/660 Torque)** Turbo Diesel

Transmission: Allison 2500 – 6 Speed Automatic

Brakes: Hydraulic

Mileage: NEW

ADDITIONAL SPECIFICATIONS:

- Alternator: 200 amp Delco
- Axle/front: 10,000 lb. set back
- Axle/rear: 21,000 lb.
- Barriers: (2) 39" with proform fireblock covering
- Batteries: Dual (2) Alliance, 1900 CCA
- Block Heater: 750 watt with plug in located in front bumper
- Brakes: Hydraulic disc**
- Cell Phone Charger for Driver – Dual USB ports
- Cruise Control
- Entrance Door: Electric operated with switch in dash
 - Keyed vandal lock included
- Exhaust: Single right hand horizontal muffler and tail pipe
- Fenderettes: Mounted over rear wheels (steel)
- Floor Covering: 5/8" plywood covered with heavy duty vinyl covering
- Fuel Tank: 60 gallon. Safety mounted between frame rails in overhang. Hinged door
- Glove Box and Storage: Large glove box above driver and floor mounted clip board holder
- GVWR: 31,000 lbs
- Heaters/Defrosters:
 - 93,000 BTU left front heater/defroster
 - 53,000 BTU stepwell heater
 - Dual (2) rear 84,000 BTU heaters
 - Bergstrom heater booster pump
 - (2) defroster fans mounted above windshield
- Headroom: 78" interior height

- Heated fuel/water separator
- Horns: Dual electric with center steering wheel activation
- Insulation Package: Acoustic ceiling above driver
- Lettering: SOUTHERN VALLEY PUBLIC SCHOOLS, Unit numbers as requested
- Lights: Halogen extended life headlights with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch.
- LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red.
- LED Marker/Cluster-Per FMVSS .
- LED side mounted turn signals on fender and side panels
- Warning - halogen 8-lamp warning system flush mounted.
- LED Stepwell light
- Strobe Light
- Manuals: Printed operator's maintenance manual
- Mirrors: Open View **remote control - heated/self-defrosting rear view mirrors**
Heated Cross-over mirrors
- Mud Flaps: Front and Rear
- Paint: Yellow w/ black trim. Interior light gray. Undercoated chassis
- Parcel Racks: Interior tubular type above windows w/ padded ends.**
- Radio: AM/FM with roof mounted speakers
- Roof Hatches: 2 installed in self-sealing pre-cut panels
- Rub Rails: Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Sealed with Saf-T-Bond structural adhesive.
- Safety Equipment: (2) Nebraska first aid kits, one mounted front and one at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit.
- Safety Solenoid Switch: Single switch for complete shutdown of all heaters and radio
- Seat/Driver: National 'heated' high back Air Ride adjustable seat** with three point retractable shoulder harness, dual armrests, and adjustable lumbar support.
- Seats/Passenger: (23) 39" & (1) 26" passenger seats covered with 42 oz. Proform leatherette fire block material and pivot cushion for cleaning. Powder-coated frames
- Steering: Tilt steering wheel
- Stop Arm: Highly reflective and equipped with high intensity LED lights
- Surveillance System: REI Digital Video Recorder with (3) cameras**
- Tires: Hankook 11R22.5 w/ mud & snow tread on rear
- Tow Hooks: Front and rear
- Under Storage Luggage Bay: 60", mid mount (Right Side)**
- Ventilator: Static type, non-closable
- Wheelbase: 279"
- Wheels: 22.5 x 8.25 10 hole hub mounted – painted black
- Windows: All side and rear passenger windows tinted
4 push/out windows (2 per side)
- Windshield: Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.
- Winter Front Cover: Snap on cover for grill in yellow.

-WARRANTY:

Thomas/Freightliner comes standard with a 3 year/50,000 mile bumper to bumper warranty....the best in the industry!

Base: Limited 3 year bumper to bumper

Body: Limited 5 years on body

Engine: Limited 5 year/100,000 miles

Transmission: Limited 7 years/unlimited miles

Axles: Limited 5 years/unlimited includes king pins

Corey Sundberg

Corey Sundberg

06/08/2023

Date

From: Leighton Schmidt [leighton.schmidt@sveagles.org]
To: Bryce Jorgenson [bryce.jorgenson@sveagles.org]
Subject: Fwd: Cornhusker International 2025 71 Passenger Bus Quote
Sent: Fri 6/9/2023 10:29 AM GMT-05:00
Importance: Normal

----- Forwarded message -----

From: **Leighton Schmidt** <leighton.schmidt@sveagles.org>
Date: Thu, Jun 8, 2023 at 8:49 AM
Subject: Re: Cornhusker International 2025 71 Passenger Bus Quote
To: Kevin Jochum <kevin.jochum@cornhuskerinternational.com>

I didn't want the In dash AC how much of a price drop is that

On Wed, Jun 7, 2023 at 11:08 AM Kevin Jochum
<kevin.jochum@cornhuskerinternational.com> wrote:

Hello Leighton,

Attached, please find the specs for a 2025 71 Passenger International Bus. This is a very well equipped bus that will have such options as the Cummins 250 HP Engine, Allison 6 Speed Transmission, exhaust brake, interior racks, exterior luggage storage, hydraulic brakes, 3 year/50,000 mile extended warranty and our Safety Star Premium Package. This package really does make the difference over the life of the bus with options such as dual LED strobing stop arms, LED 8-lamp system with visors, LED interior lights, LED headlights, red over-ride switch, dual hand rails, noise kill switch, pre-trip exterior light check system, child-check system, pebble tread 32" wide, driver's side window visor, air-ride seat, appearance package, heated and remote control mirrors to name a few. This bus would make an ideal activity/route bus with all of these options.

I have this bus on order under our demo program and offer you a demo discount as well as your NRCSA membership discount. If I were to order a bus today lead time is running about a year and that is subject to change based on supply chain and market conditions. This bus will have less than 500 miles on it and will include full warranty upon taking possession of it. Pricing is as follows:

2025 71 Passenger International
Bus

\$134,515

Less Demo
Discount

(\$3,500)

Less NRCSA
Discount

(\$1,000)

**Final Price with all applicable
discounts**

\$130,015*

**Optional: Roof Mounted Free Blow Air Conditioning with Dash
Air ADD**

\$11,300

**Optional: Disc Air Brakes and Air
Ride**

\$2,000

ADD

**Optional: REI 4 Camera System
Installed**

\$2,800

ADD

***Please note this bus is subject to prior sale as it is quoted to other districts and quote is good for 30 days.**

This includes beltline lettering and delivery. If you have questions please feel free to reach me at 402-730-7223. Have a great weekend!

Regards,

Kevin Jochum

Bus Sales

Cornhusker International

[3131 Cornhusker Hwy](#)

[Lincoln, Ne 68504](#)

402-466-8461 ex 211 office

402-730-7223cell

Kevin.Jochum@cornhuskerinternational.com



2020 Freightliner – Thomas C2

PRICE.....\$86,850.00

Subject to prior sale

71 Passenger Capacity (lease return)

Engine: Cummins ISB 6.7 Liter – 220 HP

Transmission: Allison 2500 – 6 Speed Automatic

Brakes: Hydraulic

Mileage: 25-40K range

Available: Summer/Fall 2023

ADDITIONAL SPECIFICATIONS:

100 Gallon Fuel Tank (mounted between frame rails)

Heated fuel/water separator

240 Amp Alternator

Triple (3) Batteries

750 Watt Block Heater

11R22.5 Tires w/ Mud & Snow Tread on Rear

Cruise Control

Tilt Steering Wheel

LED Lights

39" School Bus Seats

Heated/Remote Control Review Mirrors

LED Stop Arm Lights

AM/FM Radio w/ PA

Strobe Light

Back Up Alarm

Dual (2) 84,000 BTU Rear Heaters

Tinted Windows

Roof Painted White

Surveillance System: NEW REI Digital Video Recorder with (3) cameras

Remaining factory engine and transmission warranty until 2024



Nebraska/Central Equipment, Inc.

112 Apollo Avenue
Alda, Nebraska 68810
(308) 381-2473 Phone
www.necentral.net

222760



Customer	Southern Valley Public Schools		
Contact	Mr. Byrce Jorgenson & Leighton Schmidt		
Address	43739 NE-89		
City, State, Zip	Oxford, NE 68967	Phone	308-920-2524
Bid Date	June 12, 2023	Email	ljonschmidt@sveagle.com
Estimated Delivery	BLUE BIRD is reporting Pre-Covid Build Scheduling	Rep:	Jamie Egger
Model Year	2024/25	Make	Blue Bird Vision
Wheelbase	273"	Model	BB-BBCV
Capacity	65 or 72 Passenger	Body Length	3303
Base Bid Price	\$125,106.00		

Price includes all applicable discounts and Rebates

Tax, title and license fees not included

Diesel

Corporate News: *BBCV-Diesel: September slots-(Factory a/c = December Builds)

Quantity	Base Model	Description
1	BBCV 3303	B.B. CONVENTIONAL
Quote Id:	222760	Standard Options
1	00198-02	LATCH,LOCKING,DOOR BATTERY CMPT
1	00254	STEPWELL, NATL STDS,1990
1	00374-01	RETAINER REAR EMERG DOOR
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01561	EMERGENCY DOOR ARROWS
1	01922-02	DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
1	02230	DOOR SWITCH,STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02325-18	LOGO,BIRD ONLY,VINYL,BLACK
1	02449-11	GALVALUME I/S PNL,FULL HEM,TEXTURIZED
1	02836-14	SEAT BELT,DRV,3 PT,SINGLE RETRACT,BLACK
1	03183-01	VISOR,ACRYLIC,LEFT SIDE,ADJUSTABLE
1	03288	4 PC FLAT SHADED W/S
1	06266-01	UNDERCOAT,MODIFIED WAX,PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP,BATTERY
1	30102-15	LIGHTS,CL/MK,LED,2 AMBER,2 RED
1	30103-10	LIGHTS,ID,GROMMET MOUNT,LED
1	30105-10	LIGHTS,MKR,LED,INTERMEDIATE
1	30109-01	PRE-TRIP EXTERIOR LIGHT TEST
1	30199-01	SYSTEM,WARN,8-LGT,SEQ
1	30201-01	SEQUENCE,W/L SYSTEM,SEQUENTIAL
1	30210-01	SWITCH,W/L MASTER,LOC,LH
1	30210-03	SWITCH,W/L START,LOC,LH
1	30210-09	LIGHTS,PILOT,W/L SYSTEM,LOC,LH
1	30211-03	CONTROLS,CONFIG,W/L,OPT #3,8-LGT,LH
1	30218-02	SWITCH,W/L,MASTER,GREEN PILOT
1	30225-01	SWITCH,W/L START,MANUAL
1	30228-02	INDICATOR,W/L SYSTEM,AMBER/RED
1	30295-05	LOCATION,STOP ARM,FRONT
1	30316-01	WIRING,W/L SYSTEM,14 GA
1	30321-01	LIGHT,SWITCH PANEL,CHASSIS CTRL
1	30386-05	PAINT,CHASSIS,GRILLE,SURROUND SILVER,CV
1	30400-01	PAINT, INTERIOR, ASTRO WHITE
1	30430-02	VINYL,REFL,RR EMER DR YELLOW,3M
1	30483-25	MIRROR,EXT,OPEN VIEW,SPLIT SYSTEM
1	30484-17	MIRROR,CROSSVIEW,EYE-MAX LP
1	30529-02	3" REFLECTOR,STANDARD,3M DIA GRADE

22	30834-05	PAD,CUSHION,SEAT,REBOND
1	30945-11	BODY CONSTRUCTION FM/CMVSS 221
1	30960-06	STEPWELL, GALVANIZED
1	30977-02	DOOR,ENTRANCE,OUTWARD OPENING
1	30978-01	DOOR CONTROL,MANUAL,PAINTED
1	31015-02	DOOR,EMERGENCY,REAR,2 WINDOW
1	31024-02	TRIM,AISLE,ALUMINUM
1	31026-02	STEPTREAD,VINYL,RIBBED
1	31049-01	HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
1	31114-01	END CAP,RUB RAIL,STAMPED STEEL
1	31166-01	MARKER LGT CONTROL,STEPWELL LGT
1	31188-01	GLASS,ENT DR,LOWER,CLR,TEMP
1	31201-03	BUZZER,REAR EMERG DOOR
1	38105-31	CAMERA,SYSTEM,BACK UP VIEW
1	40000-17	AXLE,STEER,HENDRICKSON NXT,10000 LBS
1	40005-22	SUSPENSION,SPRG,REAR,1-STAGE,21000
1	40018-65	AXLE,REAR,S21-140,5.29
1	40048-02	LUBRICATION,OIL,PETROLEUM,AXLE
1	40049-08	PEDAL,FOOT BRAKE,PARKING,HYD
1	40071-05	BRAKES,HYDRAULIC,MERITOR,70MM 4 POD
1	40076-04	BRAKES,ANTI-LOCK (ABS),HYD,SMARTTRAC
1	40086-04	BUMPER,REAR,STEEL
1	40088-06	BUMPER,FRONT,STEEL 15IN
1	40097-04	COLUMN,STEER,TILT/TELESCOPE,DOUG AUTOTEC
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP
1	40111-02	FLUID,TRANSMISSION,SYNTHETIC
1	40141-03	BATTERY COMPARTMENT,SLIDER TRAY,CHAS MTD
1	40142-24	BATTERIES,GROUP 31,TWO
1	40171-09	GOVERNOR,ROAD SPEED,75 MPH
1	40215-18	EXHAUST,PRIMARY,SING CAN A/T,CUM
1	40233-09	FLTR,FUEL/WATER SEPARATOR
1	40280-04	GAUGE,SPEEDOMETER, MILES
1	40390-14	BALANCE FRONT WHEELS
1	40432-14	TRANS,ALLISON,2500PTS 5 SPD
1	40440-23	WHEELS,STEEL,8.25X22.5,BLK,5HH

Quote Id: 222760 Optional Features

----- CHASSIS -----

1	30058-05	PUMP,HEATER WATER
1	40004-19	SUSP,SPRG,FRT,SOFTEK,LEAF&BIT,10000
1	40051-10	BRAKE INTERLOCK,PARKING,HYD BRAKES
1	40081-19	DRYER,AIR,BENDIX AD-IP
1	40111-08	ANTIFREEZE,ES COMPLEAT OAT
1	40134-07	ALTERNATOR,LEECE-NEVILLE,240 AMP,AVI 160
1	40142-01	SWITCH,BATTERY DISCONNECT
1	40165-07	TORQUE MGNT,SPL070 DRIVELINE
1	40168-01	HEATER,ENGINE BLOCK,INTERNAL,750W
1	40173-02	COMPRESSOR,AUX,ENG INSTALLED
1	40179-50*	ENG,CUM B6.7,DSL,220HP@600LB-FT,EPA/CARB
1	40213-05*	ENGINE EMISSION CONTROL,EPA /CARB 2022
1	40216-01	TAILPIPE,UNDER BUMPER
1	40241-02	FUEL SYSTEM,DSL,100 GAL BFR RH FILL
1	40280-02	GAUGE,AMMETER,FRONT
1	40356-09	TIRE,KUMHO,11R22.5,LRH,KRS12E FT/KRD23 R
1	40411-04	TOW EYES,FRONT
1	40411-05	TOW EYES,REAR

----- BODY -----

1	00179-03	SPRING,GAS,SINGLE DOOR,LUGGAGE BOX
1	00186-01	SINGLE,RHMM,LUGGAGE,16 CU.FT.
1	00219-01	SLIDING BOLT VANDAL LOCK - RCED
1	00358	3 POINT BAR LOCK REAR
1	00505-05	FUEL TANK DOOR,SPRING-LOADED,LOCKING
1	02380-01	PANEL,SIDE, 16 GA, 16 1/4 SKIRT

1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
1	03110	GRIP HANDLES
1	03110-01	STEP,COWL,FOLDING
1	03470-11	77 IN HEADROOM CONVENTIONAL
2	30030-29	VENT,ADVANTAGE,STANDARD
1	30056-01	HOSE,HTR,SILICONE,W/CT CLAMPS
1	30060-07	HEATER,50K,FRT STEPWELL AREA
1	30060-09	HEATER,50K,LH,FRONT,F/M
1	30060-27	HEATER,80K,RH,REAR,F/M
1	30195-12	MONITOR,UNIV.,EXTERIOR LT,DORAN
1	30210-22	SWITCH,HAZARD KY,ADDITIONAL
1	30296-14	S/ARM,AIR,H/I REFL,LED CLUSTER
1	30337-07	INSULATION,BODY,POLYESTER/FIBERGLASS
1	30448-02	LABEL,INSTRUCTION,CHILD CHECK SYS
1	30456-04	MIRROR,REARVIEW,INT,10 X 30
1	30482-13	HEATED MIRROR,EXT,15 MIN TIMER,REM CTRL
1	30756-02	HOLDER,CERTIFICATE,4 X 6
1	30797-01	ARMREST,RH,DRIVER,SEAT,NATIONAL
1	30797-02	ARMREST,LH,DRIVER,SEAT,NATIONAL
1	30857-23	UPH,FIREBLOCK,SEAT BOTTOMS/BACKS
22	30857-44	UPH,FIRE BLOCK,BLUE,PASS
2	30857-51	UPH,FIRE BLOCK,BLUE,BARRIER
1	30905-04	DASH,GLOVE BOX
1	30905-05	CONSOLE MOUNT,ARM REST
1	30981-03	LOCK,SECURITY,ENT DOOR
1	31027-02	STEPTREAD,VINYL,GRAY
1	31184-03	GLASS,RR EMER DR,LWR,DK TINT,TEMP
1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
1	31189-04	GLASS,ENT DR,UPPER,CLR,TEMP,STORM
4	31193-22	WINDOW,S/S,P/O,12",TEMP,TINT,BLK
1	31200-40	WDO ASSY,DRVR,STORM,CLEAR,TEMP,BLK
20	31202-24	WINDOW,S/S,12",TEMP,TINT,BLK
		----- ELECTRICAL -----
1	02226	HORN,BACKING,BUS ROLL ACTIVATED
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30116-05	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30117-23	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
1	30120-05	LGTS,DIR,FRT AMBER,FENDER MNT,LED
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30121-05	WIRING,DIR,SIDE,REAR,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW
1	30158-03	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	30173-06	LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
1	30175-03	LIGHT,7" STOP/TAIL,LED
1	30176-09	LIGHT,7 INCH BACKUP,LED
1	30184-01	ARM CONDITION,PTI,NOT ACC MAINTAINED
1	30185-05	MONITOR,POST TRIP INSPECT,BLUE BIRD D01
1	30186-01	ARMING,PTI,WARNING LIGHTS
1	30187-01	ALARM CONDITION,PTI,ENT DOOR OPEN
1	30188-01	ALARM INDICATION,PTI,HEADLIGHTS & HORN
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30210-07	SWITCH,W/L,EM OVERRIDE,LOC,LH
1	30222-04	SWITCH,EMERGENCY OVERRIDE
1	30244-04	LOCATION,STROBE,18" FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30260-25	RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING

1	30297-10	WIRING,S/ARM,AIR W/INDEP FLSHR
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30315-01	WIRING,DRIVERS SEAT,HEATED
1	30331-02	CIRCUIT PROTECTION,BREAKERS,MANUAL RESET
1	31156-04	LIGHT,STEPWELL,LED
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
1	40453-02	ELECTRONIC STABILITY CONTROL
1	40493-16	PROGRAM,TCM,F/S 2.0,GHG

----- PAINT -----

1	01505	I-1 CAPACITY (NO.) PASSENGERS
1	01525-01	REFLECTIVE VINYL,FRONT BUMPER
1	01525-02	REFLECTIVE VINYL,REAR BUMPER
1	02330-03	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
4	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT
1	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT
5	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
5	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
1	30395-02	BACKGROUND,WARN LGT,3" BLACK
4	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M
1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW

----- SEATS -----

1	02783-01	SEAT,26,NON S/BELT,HBK,REAR
21	02783-04	SEAT,39,NON S/BELT,HBK
1	02980-11	SHOULDER PADS
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR
1	30795-11	SEAT,DRV,NATIONAL,PED,W/HEAT CUSH,GRAY
1	30815-02	CUTTER,SEAT BELT,TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK

----- ACCESSORIES -----

1	00575	FLAPS FRONT RUBBER
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	00754	TRIANGULAR WARNING DEVICE FLOOR
2	30572-01	FAK,NEBRASKA
1	30663-01	BODY FLUID KIT,NEBRASKA
1	30905-03	HOLDER,CUP

----- INTERIOR -----

1	00986-11	FLOOR,PLYWOOD,5/8" TREATED
1	01014	STEEL FLOOR TRIM
1	01506	SOUND DEADENING SPRAY COAT 1/16 THK
1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
1	02615-11	PARCEL RACKS
1	30026-01	FAN,AUXILIARY,UPPER RIGHT,6"
1	30026-02	FAN,AUXILIARY,UPPER LEFT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
1	30906-02	COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
1	31021-09	COVERING,FLOOR,RUBBER,DARK GREY
1	31028-11	COVERING,FLOOR,RUBBER

----- EXTERIOR -----

1	00600	FENDERS REAR RUBBER
1	03442	WIPER BLADES ALL WEATHER,18IN

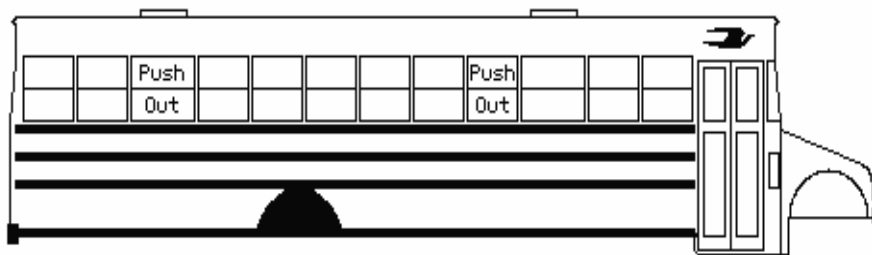
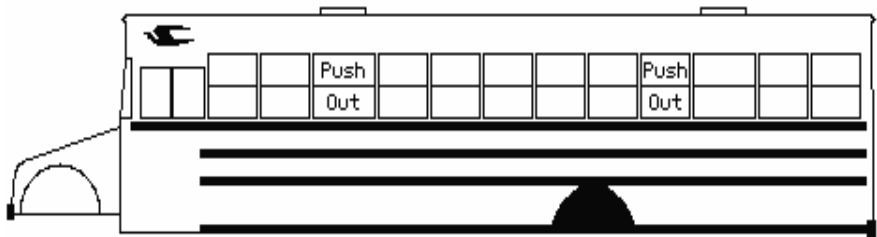
Quote Id:	222760	Dealer Options
1	Aftermarket Ma Lettering	

Quote Id:	222760	Additional Feature Information
0150500	I-1 CAPACITY (NO.) PASSENGERS User Location: I/S OVER RH WINDSHIELD	
3003029	VENT,ADVANTAGE,STANDARD User Location: 03RH	

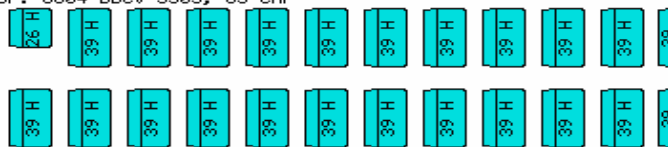
3003029 VENT,ADVANTAGE,STANDARD
 User Location: 10RH
 3057201 FAK,NEBRASKA
 User Location: ABOVE RH WINDSHIELD
 3057201 FAK,NEBRASKA
 User Location: ABOVE REAR EMERGENCY DOOR

Quote Id: 222760 Lettering / Bus Number
 Lettering BLBS Black Lettering
 5"
 SOUTHERN VALLEY PUBLIC SCHOOLS

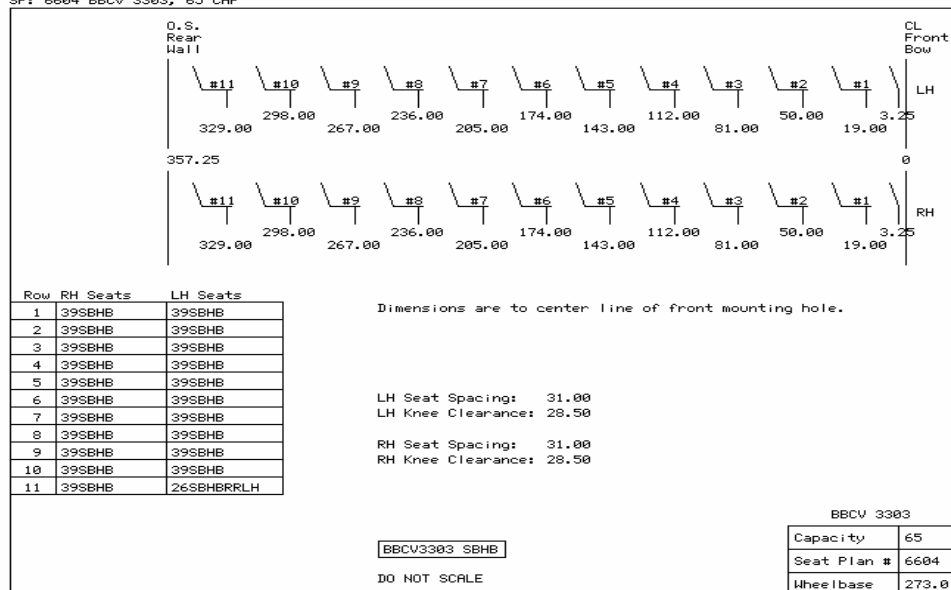
Quote Id: 222760 Body Plan / Seat Plan Information
 Body Plan: 5014480
 Seat Plan: 6604

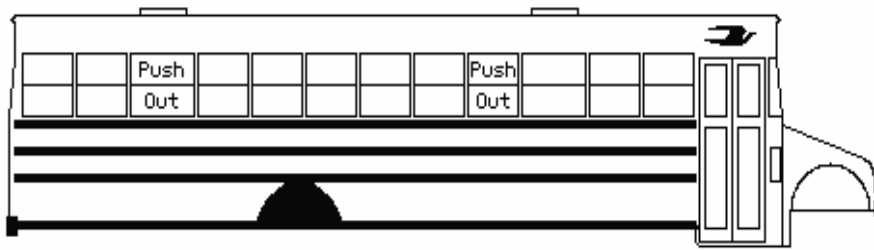


SP: 6604 BBCV 3303, 65 CAP

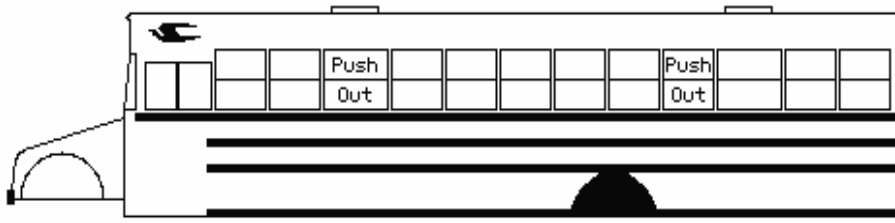
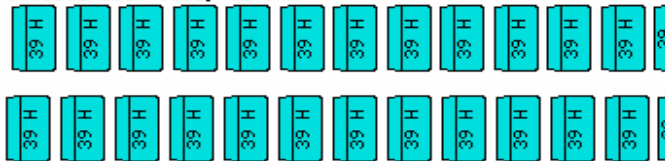


SP: 6604 BBCV 3303, 65 CAP

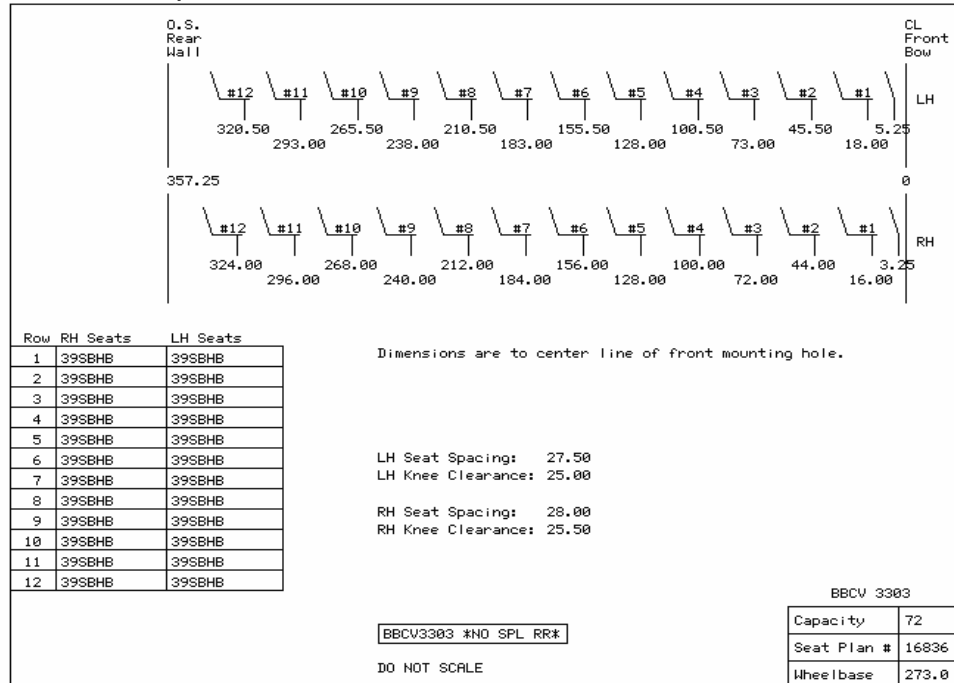




SP: 16836 BBCV 3303, 72 CAP



SP: 16836 BBCV 3303, 72 CAP



NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2023/24 STATE AID CERTIFICATION

SOUTHERN VALLEY SCHOOLS (33-0540-000)

FORMULA STUDENTS CALCULATION

(	Fall Membership	x	ADM/FM Ratio	)	+	Contracted Out	=	Formula Students
(	347	x	1.0016242349	)	+	0	=	347.56
KDG Adjustment		(	0 students	x .5)	times ADM Factor		=	0.00
Early Childhood (007)		(	25 students	x 973.0 hours / 1,032 hours	x .6)		=	14.14
<i>Total Formula Students</i>								361.71

FORMULA NEEDS CALCULATION

Basic Funding	5,567,263.00
Poverty Allowance	106,508.00
Limited English Proficiency Allowance	0.00
Focus School & Program Allowance	0.00
Summer School Allowance	0.00
Special Receipts Allowance	282,936.00
Transportation Allowance	251,117.00
Elementary Site Allowance	0.00
Distance Education & Telecommunications Allowance	2,238.00
Averaging Adjustment	0.00
New School Adjustment	0.00
Student Growth Adjustment	0.00
Community Achievement Plan Adjustment	0.00
Limited English Proficiency Allowance Correction	0.00
Student Growth Adjustment Correction	0.00
Poverty Allowance Correction	0.00
Non Qualified LEP Adjustment	0.00
Total Calculated Formula Needs	6,210,062.00
Formula Needs Stabilization	0.00
Total Formula Needs	6,210,062.00

FORMULA RESOURCES CALCULATION

Yield From Local Effort Rate	806,906,050 / 100 x 1.0000000000	8,069,061.00
Net Option Funding		0.00
Allocated Income Tax Funds		46,428.00
Other Actual Receipts		668,676.00
Community Achievement Plan Aid		0.00
Foundation Aid		542,559.00
Total Formula Resources		9,326,724.00

Some numbers may be rounded for presentation. For further information, see the "Tax Equity and Educational Opportunities Support Act" document available on the FOS/State Aid website. For questions, contact (402) 450-1418 or (402) 471-4320.

Note: Due to missing Federal Poverty data for the 2022/23 school year, State Aid was calculated using 2021/22 numbers.

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2023/24 STATE AID CERTIFICATION

SOUTHERN VALLEY SCHOOLS (33-0540-000)

STATE AID CALCULATION

Equalization Aid	0.00
Net Option Funding	0.00
Allocated Income Tax Funds	46,428.00
Community Achievement Plan Aid	0.00
Foundation Aid	542,559.00
Total State Aid Calculated	588,987.00
Prior Year (2022/23) State Aid Correction	0.00
Total State Aid	588,987.00
Carryover Adjustment from years prior to 2023/24	0.00

Some numbers may be rounded for presentation. For further information, see the "Tax Equity and Educational Opportunities Support Act" document available on the FOS/State Aid website. For questions, contact (402) 450-1418 or (402) 471-4320.

Note: Due to missing Federal Poverty data for the 2022/23 school year, State Aid was calculated using 2021/22 numbers.

2023/24 BUDGET AUTHORITY AND ALLOWABLE RESERVE PERCENTAGE CERTIFICATION

COUNTY: FURNAS
COUNTY-DISTRICT NUMBER: 33-0540-000
DISTRICT NAME: SOUTHERN VALLEY SCHOOLS

Certified Budget Authority	\$7,919,726	Budget Based
Allowable Reserve Percentage	45 %	
Access to Prior Year's Unused Budget Authority	\$154,531	

Certified Budget Authority:

Certified Budget Authority is calculated three ways. The greater of the Budget Based Calculation, the Student Growth Adjustment Calculation, or the Formula Needs Calculation becomes a district's Certified Budget Authority.

Budget Based Calculation: $((GFBE - SGF - SPED - GFLE) \times 1.025)$

Student Growth Adjustment Calculation: $((GFBE - SGF - SPED - GFLE) + (SGA \pm SGACORR))$

Formula Needs Calculation: $((FN \times 1.10) - (SPED \times 1.025))$

		Data Source
GFBE	2022/23 General Fund Budget	2022/23 LC-2 Line B-100
SGF	2022/23 Special Grant Funds	2022/23 LC-2 Line B-110
SPED	2022/23 Special Education Budget	2022/23 LC-2 Line B-120
GFLE	2022/23 General Fund Lid Exclusions (Schedule A)	2022/23 LC-2 Line B-130
SGA	2023/24 Student Growth Adjustment	2023/24 State Aid
SGACORR	2023/24 Student Growth Correction	2023/24 State Aid
FN	2023/24 Formula Needs	2023/24 State Aid

2023/24 Basic Allowable Growth Rate (BAGR) is 2.5%.

Access to Prior Year's Unused Budget Authority:

This amount is equal to the lesser of 2% of 2022/23 adjusted expenditures (2% of LC-2 Line B-140) or 2022/23 Total Unused Budget Authority (LC-2 Line B-175) *if the district has Unused Budget Authority available.*

Please Note: *To access this additional budget growth, the amount must be manually entered on Line A-355 of the 2023/24 LC-2.*

Any questions about this information or how it is to be used in meeting the budgeting requirements of state law can also be directed to School Finance at the Nebraska Department of Education, Box 94987, Lincoln, NE 68509-4987, or by calling (402)450-0867 or (402)540-0649.

Property Tax Authority Certification

Section A										Section B					Section C	Section D					Section E		Section F	Section G	Section H		
AgencyID	District	GF Tax Asking	SBF Tax Asking	2022/23 Property Tax Request (Budget Doc from LC-2)	GF Non-Property Tax Revenue (2020/21 AFR)	SBF Other Non-Property Tax Revenue (2020/21 AFR)	2020/21 Non-Property Tax Revenue (AFR)	21/22 SPED Reimbursement from 2021/22 AFR	22/23 TEEOSA	TOTAL Property Tax & Non-Property Tax Revenues	Base Growth 3%	Basic Growth % for Membership	Basic Growth % for LEP	Basic Growth % for Poverty	TOTAL BASE GROWTH %	REVENUE CAP Total Revenue Total Base Growth %	Gen Fund Non-Property Tax Revenue (2021/22 AFR)	SBF Other Non-Property Tax Revenue (2021/22 AFR)	Non-Property Tax Revenue (AFR)	2022/23 SPED EST from SPED FFR	23/24 TEEOSA to be Paid W Foundation Aid	2023-24 PROPERTY TAX REQUEST AUTHORITY	Change Year to Year	% of Tax Request Increase Decrease	Additional Base Growth Percentage if 70% Board Approval	Amount of Additional Property Tax Authority if Approved	2023-24 Property Tax Request Authority including Board Approved Amount
01-0003-000	KENESAW PUBLIC SCHOOLS	3,750,000	319,192	4,069,192	382,226	2,236	384,462	187,258	291,462	4,932,374	3.0000%	0.9266%	0.0000%	0.6950%	4.6216%	5,160,330	388,682	2,322	391,004	161,570	730,459	3,877,297	(191,895)	-4.72%	7%	345,266	4,222,563
01-0018-000	HASTINGS PUBLIC SCHOOLS	16,135,192	-	16,135,192	3,005,828	-	3,005,828	2,788,837	20,773,426	42,703,283	3.0000%	0.0000%	0.1930%	1.0682%	4.2612%	44,522,964	2,816,907	-	2,816,907	3,152,445	20,633,545	17,920,067	1,784,875	11.06%	5%	2,135,164	20,055,231
01-0090-000	ADAMS CENTRAL PUBLIC SCHOOLS	12,434,343	1,000,000	13,434,343	1,460,816	4,859	1,465,675	796,612	665,667	16,362,297	3.0000%	0.7302%	0.0000%	0.3714%	4.1033%	17,033,697	1,362,660	4,760	1,367,420	789,939	2,092,620	12,783,718	(650,625)	-4.84%	6%	981,738	13,765,456
01-0123-000	SILVER LAKE PUBLIC SCHOOLS	4,306,915	151,515	4,458,430	299,358	5,437	304,795	248,735	31,855	5,043,815	3.0000%	0.0000%	0.0000%	0.8168%	3.1686%	5,236,329	288,678	3,290	291,968	326,029	340,253	4,278,079	(180,351)	-4.05%	7%	353,067	4,631,146
02-0009-000	NELIGH-OKADALE SCHOOLS	5,050,505	475,758	5,526,263	739,370	8,201	747,571	509,251	51,102	6,834,187	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	7,039,213	719,951	23,524	743,475	441,449	551,086	5,303,203	(223,060)	-4.04%	7%	478,393	5,781,596
02-0018-000	ELGIN PUBLIC SCHOOLS	3,088,619	202,020	3,290,639	563,454	35,352	598,806	140,240	399,419	4,429,104	3.0000%	1.2281%	0.0000%	1.4912%	5.7193%	4,682,418	639,432	40,776	680,208	203,233	577,839	3,221,138	(69,501)	-2.11%	7%	310,037	3,531,175
02-0115-000	SUMMERLAND PUBLIC SCHOOLS	5,821,938	-	5,821,938	615,990	14,779	630,769	344,877	36,890	6,834,474	3.0000%	3.2593%	0.0000%	1.2963%	7.5556%	7,350,856	559,415	70,643	630,058	400,716	669,077	5,651,005	(170,933)	-2.94%	7%	478,413	6,129,419
03-0500-000	ARTHUR COUNTY SCHOOLS	2,232,232	30,303	2,353,535	86,522	16,590	103,112	82,689	296,164	2,835,500	3.0000%	0.0000%	0.0000%	0.2586%	3.2586%	2,927,898	85,477	11,595	97,072	101,275	460,495	2,269,056	(84,479)	-3.59%	7%	198,485	2,467,541
04-0001-000	BANNER COUNTY PUBLIC SCHOOLS	2,657,822	50,505	2,708,327	221,721	102	221,823	66,298	480,030	3,476,478	3.0000%	3.9437%	0.0000%	0.5282%	7.4718%	3,736,235	190,862	14,379	205,241	132,182	649,061	2,749,751	41,424	1.53%	7%	243,533	2,993,104
05-0071-000	SANDHILLS PUBLIC SCHOOLS	2,555,556	154,020	2,709,576	117,976	194	118,170	54,881	179,041	3,061,468	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	3,153,312	120,471	660	121,131	60,596	257,221	2,714,364	4,788	0.18%	7%	214,303	2,928,667
06-0001-000	BDONE CENTRAL SCHOOLS	6,969,697	914,019	7,883,716	1,106,269	22,855	1,129,124	448,381	427,343	9,888,564	3.0000%	3.4666%	0.0000%	1.0399%	8.3865%	10,322,324	1,149,660	44,959	1,194,019	422,884	1,356,603	7,248,818	(534,898)	-6.78%	6%	593,314	7,942,132
06-0017-000	ST EDWARD PUBLIC SCHOOLS	2,995,380	45,455	3,040,835	182,988	505	183,493	244,880	21,698	3,490,906	3.0000%	0.0000%	0.0000%	0.3704%	3.3704%	3,608,562	197,173	1,001	198,174	254,942	267,383	2,888,063	(152,727)	-5.02%	7%	244,363	3,132,427
06-0075-000	RIVERSIDE PUBLIC SCHOOLS	4,514,118	82,022	4,596,140	265,297	-	265,297	124,397	126,760	5,112,594	3.0000%	0.0000%	0.2817%	0.5634%	3.8451%	5,309,177	262,449	-	262,449	138,349	471,142	4,491,237	(104,903)	-2.28%	7%	357,882	4,849,118
07-0006-000	ALLIANCE PUBLIC SCHOOLS	10,738,384	1,379,450	12,117,834	1,182,521	7,947	1,190,468	650,352	2,552,349	16,511,003	3.0000%	0.0000%	0.0469%	0.2815%	3.3284%	17,060,552	1,279,926	8,068	1,287,994	861,638	2,544,851	12,366,069	248,235	2.05%	6%	990,660	13,356,729
07-0010-000	HEMINGFORD PUBLIC SCHOOLS	6,105,572	303,030	6,408,602	334,178	3,536	337,714	257,997	739,720	7,744,033	3.0000%	0.4267%	0.0000%	0.5200%	3.9467%	8,049,664	400,000	2,398	402,398	293,594	1,227,921	6,125,751	(282,851)	-4.41%	7%	542,082	6,667,833
08-0051-000	BOYD COUNTY SCHOOLS	4,541,330	66,168	4,607,498	324,629	279	324,908	269,703	179,914	5,382,023	3.0000%	0.0000%	0.0000%	0.5921%	3.5921%	5,575,351	343,785	283	344,068	279,040	563,147	4,389,096	(218,402)	-4.74%	7%	376,742	4,765,838
09-0010-000	AINSWORTH COMMUNITY SCHOOLS	6,099,567	569,447	6,669,014	608,657	12,943	621,600	366,016	47,337	7,704,367	3.0000%	0.0000%	0.0000%	0.6911%	3.8943%	8,004,399	581,157	14,424	595,581	470,874	621,928	6,316,016	(353,398)	-5.30%	7%	539,306	6,855,322
10-0002-000	GIBBON PUBLIC SCHOOLS	5,969,675	335,281	6,304,956	562,124	452	562,576	259,009	1,317,748	8,444,289	3.0000%	0.0000%	0.0000%	0.4633%	3.8943%	8,736,742	603,826	2,288	606,114	279,139	1,135,612	6,715,877	410,921	6.52%	6%	506,657	7,222,534
10-0007-000	KEARNEY PUBLIC SCHOOLS	43,509,588	353,535	43,863,123	6,600,489	2,324	6,602,813	2,859,117	10,092,488	63,417,541	3.0000%	0.0000%	0.0425%	0.4810%	3.5236%	65,652,099	6,645,790	923	6,646,713	3,425,812	10,034,566	45,545,008	1,681,885	3.83%	5%	3,170,877	48,715,885
10-0009-000	ELM CREEK PUBLIC SCHOOLS	3,808,938	185,977	3,994,915	390,531	1,139	391,670	250,926	612,621	5,250,132	3.0000%	0.4819%	0.0000%	0.4970%	3.9789%	5,459,030	398,372	1,848	400,220	205,755	788,080	4,064,975	70,060	1.75%	7%	367,500	4,432,485
10-0019-000	SHELTON PUBLIC SCHOOLS	3,646,465	61,419	3,707,884	312,616	974	313,590	234,080	501,350	4,756,904	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	4,899,611	261,091	229	261,320	227,707	410,893	3,999,691	291,807	7.87%	7%	332,983	4,332,674
10-0069-000	RAVENNA PUBLIC SCHOOLS	5,186,221	666,792	5,853,013	557,609	532	558,141	509,505	38,332	6,958,991	3.0000%	1.5259%	0.0000%	0.8583%	5.3842%	7,335,677	556,077	14,220	570,297	503,827	608,162	5,651,391	(201,622)	-3.44%	7%	487,129	6,138,520
10-0105-000	PIKASANTO PUBLIC SCHOOLS	3,311,174	116,162	3,427,336	314,835	517	315,352	314,729	3,029,428	6,445,115	3.0000%	0.4160%	0.0000%	0.0000%	3.4160%	6,661,540	357,619	571	358,190	497,745	623,629	3,422,584	(14,752)	-0.41%	7%	311,466	3,734,050
10-0119-000	AMHERST PUBLIC SCHOOLS	2,505,050	-	2,505,050	372,635	1,484	374,119	225,088	1,977,137	5,081,394	3.0000%	0.0000%	0.0000%	0.5014%	3.5014%	5,259,314	281,771	4,219	285,990	220,551	2,068,620	2,684,153	179,103	7.15%	7%	355,698	3,039,850
11-0001-000	TEKAMAH-HERMAN COMMUNITY SCHS	6,573,763	454,809	7,028,572	654,572	6,763	661,335	491,699	65,840	8,247,546	3.0000%	0.8730%	0.0000%	0.4464%	4.3194%	8,603,794	587,557	4,638	592,195	398,974	842,401	6,770,224	(258,448)	-3.68%	6%	494,853	7,265,077
11-0014-000	OAKLAND CRAIG PUBLIC SCHOOLS	5,657,576	-	5,657,576	499,846	1,399	501,245	398,259	158,218	6,715,298																	

Property Tax Authority Certification

Section A										Section B					Section C	Section D					Section E			Section F	Section G	Section H	
Agency/D	District	GF Tax Asking	SBF Tax Asking	2022/23 Property Tax Request (Budget Doc from LC-2)	Non-Property Tax Revenue (2020/21 AFR)	SBF Other Non-Property Tax Revenue (2020/21 AFR)	2020/21 Non-Property Tax Revenue (AFR)	21/22 SPED Reimbursement from 2021/22 AFR	22/23 TEEOSA	TOTAL Property Tax & Non-Property Tax Revenues	Base Growth 3%	Basic Growth % for Membership	Basic Growth % for LEP	Basic Growth % for Poverty	TOTAL BASE GROWTH %	REVENUE CAP Total Revenue X Total Base Growth %	Gen Fund Non-Property Tax Revenue (2021/22 AFR)	SBF Other Non-Property Tax Revenue (2021/22 AFR)	2021/22 AFR Non-Property Tax Revenue (AFR)	2022/23 SPED EST from SPED FFR	23/24 TEEOSA to be Paid W Foundation Aid	2023-24 PROPERTY TAX REQUEST AUTHORITY	Change Year to Year	% of Tax Request Increase Decrease	Additional Base Growth Percentage if 70% Board Approval	Amount of Additional Property Tax Authority if Approved	2023-24 Property Tax Request Authority including Board Approved Amount
28-0010-000	ELKHORN PUBLIC SCHOOLS	87,462,625	2,341,212	89,803,837	11,170,443	181,405	11,351,848	5,784,314	17,271,454	124,211,453	3.0000%	1.6496%	0.0564%	0.2323%	4.9382%	130,345,304	14,387,460	167,989	14,555,449	6,115,113	20,067,758	89,606,984	(196,853)	-0.22%	4%	4,968,458	94,575,442
28-0015-000	DOUGLAS CO WEST COMMUNITY SCHS	9,797,373	1,964,646	11,762,019	1,415,906	3,622	1,419,528	6,776	1,061,628	14,249,551	3.0000%	1.0800%	0.0935%	0.3271%	4.5005%	14,891,273	1,607,987	4,118	1,612,105	677,811	2,744,776	9,856,581	(1,905,438)	-16.20%	6%	854,997	10,711,578
28-0017-000	MILLARD PUBLIC SCHOOLS	143,185,428	5,569,831	148,755,259	23,880,762	551,502	24,432,264	12,477,264	73,384,179	259,048,966	3.0000%	0.0000%	0.0520%	0.5465%	3.5985%	268,370,844	23,693,544	711,291	24,404,835	13,405,295	75,045,219	155,515,495	6,760,236	4.54%	4%	10,361,959	165,877,454
28-0054-000	RAILSTON PUBLIC SCHOOLS	21,257,049	815,320	22,072,369	4,746,021	4,081	4,750,102	2,299,451	10,659,909	39,781,831	3.0000%	0.2160%	0.2097%	1.0959%	4.5216%	41,580,607	8,419,481	6	8,419,487	2,234,497	9,687,575	21,239,048	(833,321)	-3.78%	5%	1,989,092	23,228,139
28-0059-000	BENNINGTON PUBLIC SCHOOLS	22,235,858	20,798	22,246,656	3,234,170	49,616	3,283,786	14,715,084	20,072,007	47,175,084	3.0000%	5.2776%	0.0000%	0.3809%	8.6585%	51,259,716	3,441,731	5,408	3,447,139	1,663,616	19,595,337	26,553,424	4,206,768	18.83%	5%	2,358,754	28,912,178
28-0066-000	WESTSIDE COMMUNITY SCHOOLS	47,239,653	1,767,677	49,007,330	5,756,180	521,165	6,277,345	5,650,123	21,433,876	82,368,674	3.0000%	0.3528%	0.1372%	0.7006%	4.1906%	85,820,409	9,714,989	397,211	10,112,200	6,000,745	29,249,045	40,458,419	(8,548,910)	-17.44%	5%	4,118,434	44,576,853
29-0117-000	DUNDY CO STRATTON PUBLIC SCHS	5,580,739	303,030	5,883,769	375,758	1,602	377,360	159,246	41,816	6,462,191	3.0000%	0.1504%	0.0000%	0.5639%	3.7143%	6,702,215	420,480	1,779	422,259	150,295	449,942	5,679,719	(204,050)	-3.47%	7%	452,353	6,132,072
30-0001-000	EXETER-MILLIGAN PUBLIC SCHOOLS	3,968,837	404,040	4,372,877	238,958	24,962	263,920	315,935	38,993	4,991,725	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	5,141,477	342,410	34,451	376,861	301,727	267,214	4,195,675	(177,202)	-4.05%	7%	349,421	4,545,096
30-0025-000	HILLMORE CENTRAL PUBLIC SCHS	7,393,399	622,386	8,016,325	1,258,698	16,805	1,275,503	773,817	90,653	10,156,298	3.0000%	0.0000%	0.0000%	0.8212%	3.8212%	10,544,387	1,155,878	20,116	1,175,994	725,454	948,846	7,694,093	(322,322)	-4.02%	6%	609,378	8,303,471
30-0054-000	SHICKLEY PUBLIC SCHOOLS	3,616,616	252,525	3,869,141	291,391	606	291,997	143,768	214,942	4,519,948	3.0000%	0.3077%	0.0000%	1.5000%	4.8077%	4,737,148	285,305	626	285,931	150,281	406,510	3,894,426	25,285	0.65%	7%	316,389	4,210,816
31-0506-000	FRANKLIN PUBLIC SCHOOLS	4,378,788	166,667	4,545,455	263,848	932	264,780	447,630	141,213	5,399,078	3.0000%	1.9355%	0.0000%	0.6653%	5.6008%	5,701,470	249,812	1,151	250,963	363,625	608,085	4,478,797	(66,658)	-1.47%	7%	377,935	4,856,732
32-0046-000	MAYWOOD PUBLIC SCHOOLS	3,031,306	-	3,031,306	153,855	25,300	179,155	36,509	448,188	3,695,158	3.0000%	3.2941%	0.4412%	0.8924%	7.6176%	3,976,642	151,145	5,750	156,895	90,426	683,907	3,045,414	14,108	0.47%	7%	258,661	3,304,075
32-0095-000	EUSTIS-FARNAM PUBLIC SCHOOLS	3,010,101	439,394	3,449,495	209,621	712	210,333	110,355	24,658	3,794,841	3.0000%	0.0000%	0.0000%	0.4601%	3.4601%	3,926,147	213,171	1,181	214,352	125,544	275,355	3,310,896	(138,599)	-4.02%	7%	265,639	3,576,535
32-0125-000	MEDICINE VALLEY PUBLIC SCHOOLS	2,792,057	56,805	2,848,862	173,840	-	173,840	188,159	950,001	4,160,862	3.0000%	0.0000%	0.0000%	0.5357%	3.5357%	4,307,978	167,975	163	168,138	135,144	942,360	3,062,336	213,474	7.49%	7%	291,260	3,353,597
33-0018-000	ARAPAHOE PUBLIC SCHOOLS	3,446,680	202,020	3,648,700	312,364	35	312,399	206,905	158,723	4,326,727	3.0000%	0.0000%	0.0000%	0.1987%	3.1987%	4,465,125	350,861	-	350,861	194,265	586,371	3,333,628	(315,072)	-8.64%	7%	302,871	3,636,499
33-0021-000	CAMBRIDGE PUBLIC SCHOOLS	3,055,951	121,212	3,177,163	244,459	517	244,976	182,207	1,014,386	4,618,732	3.0000%	0.0000%	0.0000%	0.1800%	3.1800%	4,765,608	253,010	524	253,534	181,096	862,706	3,468,272	291,109	9.16%	7%	323,311	3,791,583
33-0540-000	SOUTHERN VALLEY SCHOOLS	6,161,616	227,273	6,388,889	395,499	4,785	400,284	78,265	38,303	7,105,741	3.0000%	2.5360%	0.0000%	0.3890%	5.9251%	7,526,761	383,235	2,294	385,529	327,870	588,987	6,224,375	(164,514)	-2.57%	7%	497,402	6,721,777
34-0001-000	SOUTHERN SCHOOL DISTRICT 1	4,011,908	200,595	4,212,503	353,912	269	354,181	376,743	1,654,223	6,597,560	3.0000%	0.0000%	0.0000%	1.0870%	4.0870%	6,867,293	312,967	294	313,261	338,150	1,505,768	4,710,204	497,701	11.81%	7%	461,836	5,172,040
34-0015-000	BEATRICE PUBLIC SCHOOLS	12,590,909	1,937,466	14,528,375	2,204,349	2,579	2,206,928	1,729,338	5,449,448	23,914,089	3.0000%	0.7734%	0.0403%	0.6284%	4.4202%	24,976,352	2,214,719	6,306	2,221,025	1,777,061	5,455,074	15,523,192	994,817	6.85%	6%	1,434,845	16,958,038
34-0034-000	FREEMAN PUBLIC SCHOOLS	4,733,261	195,303	4,928,564	502,979	5,265	508,244	213,376	951,892	6,602,076	3.0000%	3.5698%	0.0000%	0.4324%	7.0022%	7,064,368	520,624	1,510	526,134	198,508	1,647,954	4,691,722	(236,792)	-4.80%	7%	462,145	5,153,917
34-0034-000	DILLER-ODELL PUBLIC SCHOOLS	3,961,918	757,576	4,719,494	425,320	32,228	457,548	135,202	326,403	5,638,647	3.0000%	0.0000%	0.0000%	0.5581%	3.5581%	5,839,278	440,615	32,558	473,473	195,399	6,649,386	4,521,038	(198,456)	-4.21%	7%	394,705	4,915,743
35-0001-000	GARDEN COUNTY SCHOOLS	3,417,819	50,505	3,468,324	310,823	2,978	313,801	234,763	26,924	4,043,812	3.0000%	0.0000%	0.2486%	0.0000%	3.2486%	4,175,180	312,138	2,758	314,896	219,441	306,610	3,334,233	(134,091)	-3.87%	7%	283,067	3,617,300
36-0100-000	BURWELL PUBLIC SCHOOLS	4,452,159	202,020	4,654,179	264,216	1,546	265,762	162,454	453,670	5,536,065	3.0000%	0.0000%	0.0000%	0.8046%	3.8046%	5,746,690	214,813	1,006	215,819	177,406	787,396	4,566,069	(68,110)	-1.89%	7%	387,525	4,953,594
37-0030-000	ELWOOD PUBLIC SCHOOLS	3,452,734	525,399	3,978,033	368,989	2,050	369,039	156,928	42,788	4,466,788	3.0000%	0.0000%	0.0000%	0.0000%	3.0000%	4,600,792	292,611	1,385	294,996	146,258	339,308	3,820,630	(157,403)	-3.96%	7%	313,675	4,133,305
38-0011-000	HYANNIS AREA SCHOOLS	2,701,768	328,283	3,030,051	163,211	540	163,751	99,231	29,080	3,322,113	3.0000%	0.0000%	0.0000%	0.7394%	3.7394%	3,446,341	171,019	603	171,622	102,221	313,135	2,859,363	(170,688)	-5.63%	7%	232,548	3,091,911
39-0060-000	CENTRAL VALLEY PUBLIC SCHOOLS	6,749,264	171,711	6,920,975																							

Property Tax Authority Certification

Section A										Section B				Section C	Section D				Section E		Section F	Section H					
AgencyID	District	GF Tax Asking	SBF Tax Asking	2022/23 Property Tax Request (Budget Doc from LC-2)	GF Non-Property Tax Revenue (2020/21 AFR)	SBF Other Non-Property Tax Revenue (2020/21 AFR)	2020/21 Non-Property Tax Revenue (AFR)	21/22 SPED Reimbursement from 2021/22 AFR	22/23 TEEOSA	TOTAL Property Tax & Non-Property Tax Revenues	Base Growth 3%	Basic Growth % for Membership	Basic Growth % for LEP	Basic Growth % for Poverty	TOTAL BASE GROWTH %	REVENUE CAP Total Revenue Total Base Growth %	Gen Fund Non-Property Tax Revenue (2021/22 AFR)	SBF Other Non-Property Tax Revenue (2021/22 AFR)	2021/22 AFR Non-Property Tax Revenue (AFR)	2022/23 SPED EST from SPED FFR	23/24 TEEOSA to be Paid W Foundation Aid	2023-24 PROPERTY TAX REQUEST AUTHORITY	Change Year to Year	% of Tax Request Increase Decrease	Additional Base Growth Percentage if 70% Board Approval	Amount of Additional Property Tax Authority if Approved	2023-24 Property Tax Request Authority including Board Approved Amount
59-0005-0000	BATTLE CREEK PUBLIC SCHOOLS	4,717,172	505,051	5,222,223	481,559	754	482,313	270,821	880,061	6,855,418	3.0000%	3.8447%	0.0000%	0.4261%	7.2708%	7,353,864	474,482	2,038	476,520	302,435	1,742,169	4,832,740	(389,483)	-7.46%	6%	411,325	5,244,065
59-0013-0000	NEWMAN GROVE PUBLIC SCHOOLS	3,603,961	202,020	3,805,981	349,146	3,374	352,520	148,612	28,821	4,335,934	3.0000%	7.9891%	0.0000%	0.6522%	11.6413%	4,840,693	350,566	5,899	356,465	167,107	329,546	3,987,575	181,594	4.77%	7%	303,515	4,291,091
59-0800-0000	ELKHORN VALLEY SCHOOLS	5,555,556	-	5,555,556	406,067	-	406,067	382,091	56,480	6,400,194	3.0000%	0.0000%	0.0000%	0.0368%	3.0368%	6,594,553	474,207	1	474,208	365,962	710,540	5,043,843	(511,713)	-9.21%	7%	448,014	5,491,856
60-0900-0000	MC PHERSON COUNTY SCHOOLS	2,308,491	20,406	2,328,897	80,736	12,792	93,528	62,938	5,917	2,491,280	3.0000%	0.0000%	0.0000%	1.4423%	4.4423%	2,601,950	69,447	13,999	83,446	60,742	84,869	2,372,893	43,996	1.89%	7%	174,390	2,547,283
61-0004-0000	CENTRAL CITY PUBLIC SCHOOLS	9,303,030	530,303	9,833,333	876,667	3,925	880,592	498,278	102,538	11,314,741	3.0000%	0.0000%	0.0420%	0.2308%	3.2727%	11,685,042	830,642	7,215	837,857	742,494	1,199,519	8,905,172	(928,161)	-9.44%	6%	678,884	9,584,056
61-0049-0000	PALMER PUBLIC SCHOOLS	2,806,093	46,481	2,852,574	316,126	717	316,843	159,714	1,443,890	4,773,021	3.0000%	0.9655%	0.0000%	0.7241%	4.6897%	4,996,859	230,197	778	230,975	152,617	1,722,720	2,890,547	37,973	1.33%	7%	334,111	3,224,659
62-0021-0000	BAYARD PUBLIC SCHOOLS	3,224,707	121,212	3,345,919	446,757	355	447,112	227,865	1,847,935	5,868,831	3.0000%	0.0000%	0.1967%	0.7377%	3.9344%	6,099,736	387,025	631	387,656	255,954	1,847,221	3,608,905	262,986	7.86%	7%	410,818	4,019,723
62-0063-0000	BRIDGEPORT PUBLIC SCHOOLS	6,660,299	-	6,660,299	386,758	-	386,758	256,908	673,148	7,977,113	3.0000%	3.1301%	0.0000%	0.7012%	6.8313%	8,522,054	374,884	-	374,884	328,997	1,580,974	6,237,199	(423,100)	-6.35%	6%	478,627	6,715,825
63-0001-0000	FULLERTON PUBLIC SCHOOLS	4,612,122	98,990	4,711,112	306,477	116	306,593	261,361	33,935	5,313,001	3.0000%	0.0000%	0.0000%	0.8247%	3.8247%	5,516,210	308,054	150	308,204	330,960	479,500	4,397,546	(313,566)	-6.66%	7%	371,910	4,769,466
63-0030-0000	TWIN RIVER PUBLIC SCHOOLS	7,676,768	780,527	8,457,295	518,849	1,702	520,551	407,807	53,048	9,436,701	3.0000%	0.0000%	0.2278%	0.0000%	3.2278%	9,743,368	489,930	3,190	493,120	413,408	656,942	8,179,898	(277,397)	-3.28%	7%	660,709	8,840,607
64-0033-0000	JOHNSON-BROCK PUBLIC SCHOOLS	2,735,403	243,232	2,978,635	256,588	1,541	258,129	142,423	817,448	4,196,635	3.0000%	1.4907%	0.0000%	0.4658%	4.9565%	4,404,642	268,689	1,405	270,094	139,791	1,180,212	2,814,545	(164,090)	-5.51%	7%	293,764	3,108,310
64-0239-0000	AUBURN PUBLIC SCHOOLS	6,919,308	101,207	7,020,515	970,453	115	970,568	620,141	3,594,959	12,206,183	3.0000%	0.7963%	0.0351%	0.7728%	4.6042%	12,768,182	832,934	26	832,960	642,141	4,090,842	7,202,339	181,724	2.59%	6%	732,371	7,934,610
65-0011-0000	SUPERIOR PUBLIC SCHOOLS	4,686,669	454,545	5,141,414	462,580	4,376	466,956	475,874	1,033,376	7,087,620	3.0000%	0.0000%	0.0000%	0.8871%	3.8871%	7,363,123	442,437	3,397	445,834	447,829	895,264	5,574,196	432,782	8.42%	7%	496,133	6,070,329
65-2005-0000	SOUTH CENTRAL NEBRASKA UNIFIED S	11,316,982	353,535	11,670,517	856,730	14,113	870,843	898,471	96,073	13,535,504	3.0000%	2.0065%	0.0243%	0.5097%	5.5405%	14,285,854	823,208	9,080	832,288	838,679	1,089,527	11,525,360	(145,157)	-1.24%	6%	812,154	12,337,515
66-0027-0000	SYRACUSE-DUNBAR-AVOCA SCHOOLS	8,370,011	151,515	8,521,526	731,775	214	731,989	603,101	119,774	9,976,390	3.0000%	0.1501%	0.0000%	0.2423%	3.4038%	10,315,963	759,888	585	760,473	648,727	1,290,212	7,165,551	(904,975)	-10.62%	6%	598,583	8,215,135
66-0111-0000	NEBRASKA CITY PUBLIC SCHOOLS	10,707,439	139,141	10,846,580	1,440,203	203	1,440,406	1,224,748	4,654,065	18,165,799	3.0000%	0.0000%	0.0000%	0.7918%	3.7918%	18,854,614	1,420,109	12,034	1,432,143	1,095,821	4,608,970	11,717,680	871,100	8.03%	6%	1,089,948	12,807,628
66-0501-0000	PALMYRA DISTRICT O R 1	5,770,822	202,020	5,972,842	662,096	884	662,980	448,234	1,291,541	8,375,597	3.0000%	5.1852%	0.0231%	0.7407%	9.9415%	9,125,135	591,596	-	591,596	393,976	1,704,644	6,434,919	462,077	7.74%	6%	502,536	6,937,455
67-0001-0000	PAWNEE CITY PUBLIC SCHOOLS	3,148,069	50,505	3,198,574	244,536	1,366	245,902	348,852	1,193,642	4,986,970	3.0000%	0.0000%	0.0000%	0.4839%	3.4839%	5,160,710	248,341	840	249,181	324,438	1,126,826	3,460,265	261,691	8.18%	7%	349,088	3,809,353
67-0069-0000	LEWISTON CONSOLIDATED SCHOOLS	2,878,788	542,424	3,421,212	141,138	1,773	142,911	134,533	332,808	4,031,464	3.0000%	1.7610%	0.0000%	1.4151%	6.1761%	4,280,451	140,887	2,363	143,250	120,398	631,394	3,385,409	(35,803)	-1.05%	7%	282,002	3,667,612
68-0020-0000	PERKINS COUNTY SCHOOLS	6,297,980	303,030	6,601,010	643,956	343	644,299	309,039	64,890	7,619,238	3.0000%	0.0000%	0.0000%	0.0397%	3.0397%	7,850,839	687,499	3,493	690,932	272,066	645,846	6,241,995	(359,015)	-5.44%	7%	533,347	6,775,341
69-0044-0000	HOLDREGE PUBLIC SCHOOLS	10,728,384	707,071	11,435,455	1,114,422	45,504	1,159,926	859,798	185,200	13,640,379	3.0000%	0.0000%	0.0155%	0.5739%	3.5895%	14,129,994	1,000,696	47,461	1,148,157	919,742	1,689,741	10,372,354	(1,063,101)	-9.30%	6%	818,423	11,190,777
69-0054-0000	BERTRAND PUBLIC SCHOOLS	4,284,544	515,152	4,799,696	348,154	3,794	351,948	288,906	30,024	5,470,574	3.0000%	0.5240%	0.0000%	0.3275%	3.8515%	5,681,275	286,553	3,342	289,895	220,246	385,740	4,785,394	(14,302)	-0.30%	7%	382,940	5,168,334
69-0055-0000	LOOMIS PUBLIC SCHOOLS	3,212,833	-	3,212,833	197,077	3	197,080	113,969	750,161	4,273,143	3.0000%	2.7651%	0.1765%	0.4118%	6.3338%	4,545,775	217,044	-	217,044	139,009	1,133,988	3,054,138	(158,699)	-4.94%	7%	299,120	3,353,254
70-0002-0000	PIERCE PUBLIC SCHOOLS	7,540,625	201,106	7,741,731	660,097	1,963	662,060	324,569	599,181	9,317,541	3.0000%	0.0000%	0.0000%	0.2055%	3.2055%	9,616,213	646,490	2,111	648,160	407,413	1,483,800	7,076,840	(664,891)	-9.59%	6%	559,052	7,635,892
70-0005-0000	PLAINVIEW PUBLIC SCHOOLS	5,106,061	454,545	5,560,606	389,339	8,716	398,055	271,473	44,560	6,274,094	3.0000%	0.0000%	0.0000%	0.3312%	3.312%	6,483,719	372,473	5,897	378,370	268,051	544,056	5,293,242	(267,364)	-4.81%	7%	439,229	5,732,470
70-0542-0000	OSMOND COMMUNITY SCHOOLS	3,094,613	50,505	3,145,118	273,344	326	273,670	205,594	207,727	3,624,109	3.0000%	0.0000%	0.0000%	1.7066%	4.7066%	4,012,471	279,323	-									

Property Tax Authority Certification

		Section A									Section B					Section C	Section D						Section E			Section F	Section G	Section H
Agency/D	District	GF Tax Asking	SBF Tax Asking	2022/23 Property Tax Request (Budget Doc from LC-2)	GF Non-Property Tax Revenue (2020/21 AFR)	SBF Other Non-Property Tax Revenue (2020/21 AFR)	2020/21 Non-Property Tax Revenue (AFR)	21/22 SPED Reimbursement from 2021/22 AFR	22/23 TEEOSA	TOTAL Property Tax & Non-Property Tax Revenues	Base Growth 3%	Basic Growth % for Membership	Basic Growth % for LEP	Basic Growth % for Poverty	TOTAL BASE GROWTH %	REVENUE CAP Total Revenue X Total Base Growth %	Gen Fund Non-Property Tax Revenue (2021/22 AFR)	SBF Other Non-Property Tax Revenue (2021/22 AFR)	2021/22 AFR Non-Property Tax Revenue (AFR)	2022/23 SPED EST from FFR	23/24 TEEOSA to be Paid W Foundation Aid	2023-24 PROPERTY TAX REQUEST AUTHORITY	Change Year to Year	% of Tax Request Increase Decrease	Additional Base Growth Percentage if 70% Board Approval	Amount of Additional Property Tax Authority if Approved	2023-24 Property Tax Request Authority including Board Approved Amount	
90-0017-000	WAYNE COMMUNITY SCHOOLS	9,953,556	404,040	10,357,596	868,354	778	869,132	682,456	708,705	12,617,889	3.0000%	0.5497%	0.0000%	0.5233%	4.0729%	13,131,808	959,837	711	960,548	683,615	1,689,310	9,798,335	(559,261)	-5.40%	6%	757,073	10,555,408	
90-0560-000	WAKEFIELD PUBLIC SCHOOLS	4,816,162	516,320	5,332,482	560,668	6,943	567,611	307,785	1,438,020	7,645,898	3.0000%	2.6667%	0.7647%	0.5882%	7.0196%	8,182,610	547,432	8,670	556,102	327,641	2,699,464	4,599,403	(733,079)	-13.75%	6%	458,754	5,058,157	
90-0595-000	WINSIDE PUBLIC SCHOOLS	2,948,485	505,051	3,453,536	408,848	3,595	412,443	147,585	597,395	4,610,959	3.0000%	0.0000%	0.0000%	0.0682%	3.0682%	4,752,432	636,573	1,877	638,450	137,129	921,532	3,055,321	(398,215)	-11.53%	7%	322,767	3,378,088	
91-0002-000	RED CLOUD COMMUNITY SCHOOLS	3,232,323	202,020	3,434,343	173,979	393	174,372	217,605	435,968	4,262,288	3.0000%	0.0000%	0.0000%	0.7432%	3.7432%	4,421,836	175,229	864	176,093	233,624	714,063	3,298,056	(136,287)	-3.97%	7%	298,360	3,596,416	
91-0074-000	BLUE HILL COMMUNITY SCHOOLS	3,528,090	113,594	3,641,684	413,075	4,534	417,609	301,015	736,743	5,097,051	3.0000%	1.2632%	0.0000%	0.8421%	5.1053%	5,357,269	429,143	6,321	435,464	313,129	1,078,550	3,530,126	(111,558)	-3.06%	7%	356,794	3,886,919	
92-0045-000	WHEELER CENTRAL SCHOOLS	3,402,063	123,843	3,525,906	164,980	216	165,196	61,393	10,941	3,763,436	3.0000%	7.4038%	0.2885%	2.0192%	12.7115%	4,241,827	214,951	313	215,264	60,702	179,311	3,786,550	260,644	7.39%	7%	263,441	4,049,990	
93-0012-000	YORK PUBLIC SCHOOLS	12,373,737	545,455	12,919,192	1,969,471	58,941	2,028,412	1,043,946	2,340,525	18,332,075	3.0000%	1.5933%	0.3878%	0.9748%	5.9560%	19,423,929	1,930,371	109,992	2,040,363	1,199,063	3,065,582	13,118,921	199,729	1.55%	6%	1,099,925	14,218,845	
93-0083-000	MC COOL JUNCTION PUBLIC SCHS	2,929,293	101,010	3,030,303	209,861	974	210,835	312,259	914,026	4,467,423	3.0000%	0.0000%	0.1277%	0.2553%	3.3830%	4,618,555	189,440	1,216	190,656	287,245	1,169,035	2,971,619	(58,684)	-1.94%	7%	312,720	3,284,339	
93-0096-000	HEARTLAND COMMUNITY SCHOOLS	4,198,964	63,636	4,262,600	400,193	500	400,693	373,760	66,397	5,103,450	3.0000%	0.0000%	0.0000%	0.3715%	3.3715%	5,275,514	383,747	505	384,252	344,303	556,199	3,990,760	(271,840)	-6.38%	7%	357,242	4,348,001	

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Posted - All; Batch Description 2 Records Selected

User ID: DJG

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Acco Brands USA LLC	4726772379	General Supplies	130.98
Total Acco Brands USA LLC			130.98
Ag Valley Coop	162780 05252023	fuel	340.45
Total Ag Valley Coop			340.45
All City Garage Door LLC	6324	bus barn door repairs	728.00
Total All City Garage Door LLC			728.00
Alma Auto Parts	14766-121562	bus supplies	145.97
Alma Auto Parts	14766-121713	bus supplies	183.78
Total Alma Auto Parts			329.75
Amazon Capital Services	13F9-33Q3-NFW3	sped teaching supplies	137.15
Amazon Capital Services	193C-HF4L-641C	custodial supplies	73.78
Amazon Capital Services	1F61-4JWG-LT1Q	princ supplies	38.96
Amazon Capital Services	1JPY-39RG-771K	sped teaching supplies	24.95
Amazon Capital Services	1KRV-QLT1-7MYN	general supplies	39.58
Amazon Capital Services	1KY6-M6C3-9VTP	fcs teaching supplies	14.44
Amazon Capital Services	1PPC-PHHJ-9Y37	library books	430.67
Total Amazon Capital Services			759.53
Apple Financial Services	103643	computers payment	23,370.00
Total Apple Financial Services			23,370.00
Beaver City Municipal Plant	421000 06012023	bus barn electricity	13.69
Total Beaver City Municipal Plant			13.69
Beaver Creek Mowing	861171	Oxford/Beaver Bus Barn/ball field mowing	650.00
Beaver Creek Mowing	861172	May mowing/school/oxford bus barn	4,075.00
Beaver Creek Mowing	861173	April spraying	380.00
Total Beaver Creek Mowing			5,105.00
Blick Art Materials	790795	teaching supplies - HS/EL art	2,544.38
Blick Art Materials	852358	teaching supplies	60.40
Blick Art Materials	895840	teaching supplies - RJ	8.60
Total Blick Art Materials			2,613.38
Bluffs Sanitary Supply	466714	custodial supplies	592.36
Total Bluffs Sanitary Supply			592.36
Clearlyfly	INV505855	phone	102.62
Total Clearlyfly			102.62
Cobra Midwest	1290	custodial supplies	975.00
Total Cobra Midwest			975.00
Comdata Corporation	xe877 06012023	fuel	361.71
Total Comdata Corporation			361.71
Computer Hardware	153234	mimio boards	3,208.00
Total Computer Hardware			3,208.00

Vendor Name	Invoice Number	Description	Amount
Cornhusker International Trucks- Lincoln	3387552	bus supplies	128.92
Cornhusker International Trucks- Lincoln	3388047	bus supplies	218.42
Total Cornhusker International Trucks- Lincoln			347.34
Demco, Inc.	7311315	library supplies	284.34
Total Demco, Inc.			284.34
Discount School Supply	P42150420001	pre k teaching supplies	157.29
Discount School Supply	P42150420002	preK teaching supplies	54.22
Total Discount School Supply			211.51
Dish Network	4465 05202023	dish	221.65
Total Dish Network			221.65
Eakes Office Products Gi	5171820523	first payment/last payment(deposit)	4,717.28
Eakes Office Products Gi	INV459357	copier fees	6,677.13
Total Eakes Office Products Gi			11,394.41
Elevate Counseling and Consulting LLC	1 05182023	counseling services	1,350.00
Total Elevate Counseling and Consulting LLC			1,350.00
Engel's Sales & Service	0090498	maintenance	60.00
Engel's Sales & Service	76895	mower maintenance	124.05
Engel's Sales & Service	76975	mower maintenance	141.55
Total Engel's Sales & Service			325.60
Esu #11	2223-3-12	3rd Quarter Spec Ed services	29,700.35
Esu #11	4328	Hal 2nd semester/3rd Qtr Inservice	2,606.47
Total Esu #11			32,306.82
ESU Coordinating Council	COOP002369	computer supplies	217.62
Total ESU Coordinating Council			217.62
Frontier Communications	2221 05072023	phone	852.15
Frontier Communications	V*2221 05072023	phone	(852.15)
Total Frontier Communications			0.00
GOPHER - NW 5634	IN289235	teaching supplies - DB	206.96
Total GOPHER - NW 5634			206.96
Greg Huerta	Huerta 06062023	mileage reimbursement	222.70
Total Greg Huerta			222.70
Harlan County Journal	57691	May meeting mins	6.75
Harlan County Journal	57695	april mins and claims	149.93
Total Harlan County Journal			156.68
HomeTown Leasing	06192023	copier lease	2,331.14
Total HomeTown Leasing			2,331.14
Husker Hardware LLC	1123	custodial supplies	662.90
Total Husker Hardware LLC			662.90

Vendor Name	Invoice Number	Description	Amount
J W Pepper & Son Inc.	365300723	teaching supplies	38.40
J W Pepper & Son Inc.	365349331	teaching supplies	57.60
Total J W Pepper & Son Inc.			96.00
Jeff Lange Counseling LLC	1 05182023	May counseling services	1,508.60
Total Jeff Lange Counseling LLC			1,508.60
JENNIFER SCHUTZ,OTR/L	956375 05312023	OT Services May	2,363.56
Total JENNIFER SCHUTZ,OTR/L			2,363.56
Jostens	769755DC	honor medals	91.60
Jostens	V*769755DC	honor medals	(91.60)
Total Jostens			0.00
K.log, Inc.	23-321749-1	storage cabinets	2,552.70
Total K.log, Inc.			2,552.70
Kelley's Super Market Inc	2222 06012023	supplies	229.87
Kelley's Super Market Inc	22221 06012023	fcs supplies	189.11
Total Kelley's Super Market Inc			418.98
Kerm's Korner	7337060	fuel	3,412.22
Total Kerm's Korner			3,412.22
KSB School Law	14212	legal counsel/annual policy update	1,547.50
Total KSB School Law			1,547.50
LINDA EHRKE	Ehrke 05162023	PreK/6th promotion cake	270.00
Total LINDA EHRKE			270.00
Loup Valley Lighting Inc.	23-15983	custodial supplies	102.51
Total Loup Valley Lighting Inc.			102.51
Menards	52805	custodial supplies	198.52
Menards	53104	custodial supplies	87.30
Total Menards			285.82
Midamerican Research Chemical	0790338-IN	custodial supplies	8,171.45
Midamerican Research Chemical	0792425-IN	custodial supplies	265.11
Total Midamerican Research Chemical			8,436.56
Midwest Technology Products	2137195-00	general supplies	259.16
Total Midwest Technology Products			259.16
Nash, Tonya	Nash 04302023	may/april mileage reimbursement	62.10
Total Nash, Tonya			62.10
NCSA	714873	23 Admin Days - Lanik	225.00
NCSA	Gesick 2023-24	2023-2024 Membership	285.00
NCSA	Lanik 2023-2024	NCSA Membership 2023-24 - Lanik	385.00
Total NCSA			895.00
Nebraska Life	112082	2 year subscription	44.00

Board Report - Board

Posted - All; Batch Description 2 Records Selected

Vendor Name	Invoice Number	Description	Amount
Total Nebraska Life			44.00
NSTA	NSTA 06092023	Training/Conference	150.00
Total NSTA			150.00
One Call Concepts, Inc.	3050712	locate fee	9.14
Total One Call Concepts, Inc.			9.14
Oxford Super Market	540 05042023	supplies	304.73
Oxford Super Market	540 06012023	supplies	89.94
Total Oxford Super Market			394.67
Oxford Utilities	7704 05312023	utilities	660.90
Oxford Utilities	7914 05192023	utilities	34.42
Total Oxford Utilities			695.32
Pearson Education	21832271	sped teaching supplies - em	2,804.98
Pearson Education	21907001	teaching supplies sped	4.50
Total Pearson Education			2,809.48
Reliable Pest Control, Inc	18727	pest control	900.00
Reliable Pest Control, Inc	44434	pest control	190.00
Total Reliable Pest Control, Inc			1,090.00
S & W Auto Parts	746984	bus supplies	131.94
S & W Auto Parts	747088	bus supplies	33.87
S & W Auto Parts	747533	bus supplies	39.38
Total S & W Auto Parts			205.19
S&S Worldwide	IN101198006	teaching supplies	95.25
Total S&S Worldwide			95.25
Scenario Learning LLC	INV74611	Subscription renewal	1,410.75
Total Scenario Learning LLC			1,410.75
Schmidt, Leighton	Schmidt 05152023	phone reimbursement	119.84
Total Schmidt, Leighton			119.84
School Health Corporation	4200803-00	nurse supplies	863.89
School Health Corporation	4200803-01	teaching supplies	39.98
Total School Health Corporation			903.87
School Specialty Inc	308104286162	teaching supplies - JY	1,003.53
Total School Specialty Inc			1,003.53
Sinclair Oil Corporation	7375058 06222023	fuel	2,890.73
Total Sinclair Oil Corporation			2,890.73
Softchoice Corporation	9101293	software renewal	5,590.42
Total Softchoice Corporation			5,590.42
SPORTS SAFE Testing Service	12875	drug testing May	252.00
Total SPORTS SAFE Testing Service			252.00

Vendor Name	Invoice Number	Description	Amount
Striv, Inc.	2861	teaching supplies - MM	1,322.72
Total Striv, Inc.			1,322.72
Twin Valley Automotive LLC	1863	vehicle maintenance	406.00
Total Twin Valley Automotive LLC			406.00
Twin Valleys Public Power	1863	vehicle maintenance	406.00
Twin Valleys Public Power	729 06-06-2023	electricity	10,864.05
Twin Valleys Public Power	729 06062023	electricity	10,864.05
Twin Valleys Public Power	V*1863	vehicle maintenance	(406.00)
Twin Valleys Public Power	V*729 06062023	electricity	(10,864.05)
Total Twin Valleys Public Power			10,864.05
TwoPturf, LLC	4547	Turf Care Program	2,331.00
Total TwoPturf, LLC			2,331.00
U.S. Bank	2836 06062023	cc charges	1,376.35
Total U.S. Bank			1,376.35
Valley Voice	40132	board mins	72.58
Valley Voice	40133	act fund listing	23.65
Valley Voice	40134	nutrition fund listing	7.21
Valley Voice	40135	building fund listing	3.60
Valley Voice	40136	gen fund listing	38.89
Total Valley Voice			145.93
Verizon Wireless	4216 05152023	cell phone	80.02
Total Verizon Wireless			80.02
Viaero Wireless	595461 06012023	internet	196.70
Total Viaero Wireless			196.70
Village of Stamford	015 06012023	utilities	362.00
Total Village of Stamford			362.00
VVS Inc	3600:5921973	supplies	227.30
Total VVS Inc			227.30
Woodward's Disposal Service, Inc.	NO9131-2965	shredding	40.00
Total Woodward's Disposal Service, Inc.			40.00
Yanda's Music And Pro Audio	649576	teaching supplies	59.80
Yanda's Music And Pro Audio	649577	teaching supplies	55.00
Yanda's Music And Pro Audio	649580	teaching supplies	59.80
Yanda's Music And Pro Audio	649583	teaching supplies	55.00
Yanda's Music And Pro Audio	649586	teaching supplies	63.50
Yanda's Music And Pro Audio	649589	teaching supplies	56.00
Yanda's Music And Pro Audio	649604	teaching supplies	55.00
Yanda's Music And Pro Audio	649608	teaching supplies	56.00
Yanda's Music And Pro Audio	649611	teaching supplies	55.00
Yanda's Music And Pro Audio	649617	teaching supplies	78.80
Yanda's Music And Pro Audio	649620	teaching supplies	55.00
Yanda's Music And Pro Audio	649623	teaching supplies	55.00

Board Report - Board

Posted - All; Batch Description 2 Records Selected

Vendor Name	Invoice Number	Description	Amount
Yanda's Music And Pro Audio	649748	teaching supplies	85.75
Yanda's Music And Pro Audio	649783	teaching supplies	69.00
Yanda's Music And Pro Audio	649791	teaching supplies	55.80
Yanda's Music And Pro Audio	649809	teaching supplies	60.25
Yanda's Music And Pro Audio	649819	teaching supplies	59.25
Yanda's Music And Pro Audio	649827	teaching supplies	59.25
Yanda's Music And Pro Audio	649831	teaching supplies	69.00
Yanda's Music And Pro Audio	649836	teaching supplies	60.25
Yanda's Music And Pro Audio	649842	teaching supplies	26.00
Yanda's Music And Pro Audio	649843	teaching supplies	59.25
Yanda's Music And Pro Audio	649845	teaching supplies	69.75
Yanda's Music And Pro Audio	649952	teaching supplies	83.50
Yanda's Music And Pro Audio	649955	teaching supplies	87.25
Yanda's Music And Pro Audio	649970	teaching supplies	93.00
Yanda's Music And Pro Audio	649973	teaching supplies	86.75
Yanda's Music And Pro Audio	649983	teaching supplies	86.75
Yanda's Music And Pro Audio	649991	teaching supplies	86.75
Yanda's Music And Pro Audio	650001	teaching supplies	99.45
Total Yanda's Music And Pro Audio			2,000.90

Fund Number 01

148,098.01

Checking Account ID 1

148,098.01

Payroll Register - Totals

Posted; Payroll Type Extra, Pay Off Contracts, Regular, Void; Processing Month 06/2023

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
Checking Account ID: 1								
ADD								
ACX1 Activity Bus W/RET			1,093.26					
ACX2NORET Activity Bus NO RET			469.00					
BUS1WRET Bus Driver W/RET			2,600.00					
BUS2NORET Bus Driver NO RET			6,550.00					
HR1 Hourly W/ret			58,212.63					
HR2 Hourly W/o Ret			430.05					
OVT1 Overtime W/ret			1,828.12					
SUB2WORET Substitute W/O RET			4,860.00					
VACATION Vacation			14,796.36					
			<u>90,839.42</u>					
CONTRACT								
ACS1 Activity Coaching 1			5,434.42					
ACS2 Activity Coaching 2			3,947.93					
ACS3 Activity Coaching 3			775.81					
ACS4 Activity Coaching 4			457.31					
ACS5 Activity Coaching 5			64.59					
ACS6 Activity Coaching 6			120.84					
LTD LTD			570.00					
SAL1WRET Salaried W/RET			273,477.20					
SAL2 Salary			450.00					
			<u>285,298.10</u>					
DEDUCTION								
125HEALTH 125 Health Care		950.00			950.00	SO125	SOUTH CENTRAL STATE BANK 125	
403B 403b		1,000.00			1,000.00	ESSDACK	Fidelity Investments	A
403BROTH 403bROTH		1,015.51			1,015.51	ESSDACK	Fidelity Investments	A
AFLACPOST AFLAC Post		608.50			608.50	AFLAC	Aflac	
AFLACPRE AFLAC Pre		3,938.23			3,938.23	AFLAC	Aflac	
BCBHSA HSA		4,418.11	7,020.85		11,438.96	BACABKHSA	Banner Capital Bank- HSA	
DENTAL Dental		(43.28)	4,255.10		4,211.82	BLUECROS	Blue Cross Blue Shield	
GARNISHAA2 Garnishment		362.94			362.94	CREDITMANA	Credit Management Services Inc	
GARNISHRB Garnishment		541.75			541.75	CREDITMAN1	Credit Management	
HEALTH Health			94,276.47		94,276.47	BLUECROS	Blue Cross Blue Shield	
HMANAUTO H.M. Auto Insur		325.03			325.03	HORAMANN	Horace Mann Insurance Co	
LEGALSHIEL LegalShield		86.75			86.75	LEGALSHIEL	LegalShield	
LIFE Life Insurance		1,040.66	199.99		1,240.65	PRINFINA	Principal Financial Group	
LTD Long Term Disab		2,141.16			2,141.16	PRINFINA	Principal Financial Group	
VISION Vision		950.17			950.17	PRINFINA	Principal Financial Group	
		<u>17,335.53</u>	<u>105,752.41</u>	<u>0.00</u>	<u>123,087.94</u>			
RET DEDUCTION								
RET RETIREMENT	349,355.77	34,166.99	25,677.66		59,844.65	SOUTHERNVA	Southern Valley School- General Clearing Account	
RET237 INCREASED RET	349,355.77		8,831.03		8,831.03	SOUTHERNVA	Southern Valley School- General Clearing Account	
		<u>34,166.99</u>	<u>34,508.69</u>	<u>0.00</u>	<u>68,675.68</u>			
TAX								
FIT FIT	330,623.53	23,203.83			23,203.83	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
FUTA FUTA	376,137.52							
MEDICARE MEDICARE	365,790.52	5,304.03	5,304.03		10,608.06	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SITNE SIT NE	330,623.53	11,556.14			11,556.14	SITNE	NEBRASKA DEPARTMENT OF REVENUE	A
SOCSEC SOC SEC	365,790.52	22,679.05	22,679.05		45,358.10	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SUTANE SUTA NE	365,790.52							
WCNE WORK COMP NE	376,137.52							
		<u>62,743.05</u>	<u>27,983.08</u>	<u>0.00</u>	<u>90,726.13</u>			

<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>
				Net Pay:	261,891.95	
				Cash Total:	544,381.70	
Non - FIT Taxable Deductions	46,055.74					
Non - SIT Taxable Deductions	46,055.74					
Non - SOC SEC Taxable Deductions	10,888.75					
Non - MEDICARE Taxable Deductions	10,888.75					
Direct Deposits	261,891.95					
Automatic Payments	92,741.64					
Adds + Contracts + Deduction Adds	376,137.52					

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
Brink, Whitney	Brink 06092023	lunch refund	83.05
Total Brink, Whitney			83.05
Cash-wa Distributing	13784624	food/supplies	1,197.88
Cash-wa Distributing	13785709	food	994.59
Cash-wa Distributing	13794168 Gen	supplies	1,204.40
Total Cash-wa Distributing			3,396.87
Heartland Refrigeration LLC	16460	ice cream machine repair (1/2)	1,202.05
Total Heartland Refrigeration LLC			1,202.05
Hogeland's Market	2228 06022023	food/supplies	41.31
Total Hogeland's Market			41.31
SV General	06202023	Nutrition Salaries 06202023	13,910.62
Total SV General			13,910.62
US Foods	3958576	food/supplies	2,049.44
Total US Foods			2,049.44
Wiedel, Denise	Wiedel 05182023	food/supplies reimburse	201.94
Total Wiedel, Denise			201.94
Fund Number 06			20,885.28
Checking Account ID 6			20,885.28

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 5	Fund Number 05	ACTIVITY FUND	
Aguayo, Vanessa	Aguayo 05102023	greenhouse labor	60.00
Total Aguayo, Vanessa			60.00
Alma Public Schools	Alma 05252023	RPAC Meeting	50.00
Total Alma Public Schools			50.00
BSN Sports LLC	921540817	weight room supplies	165.00
Total BSN Sports LLC			165.00
Burns, Jennifer	Burns 05172023	Elementary stucco GM -dance DJ gift card	50.00
Total Burns, Jennifer			50.00
Cambridge School Foundation	Cambridge 06072023	Southwest NE Educators	300.00
Total Cambridge School Foundation			300.00
Casey's	Caseys 05102023	PBIS	139.90
Total Casey's			139.90
Cash-wa Distributing	13752115 Act	ffa supplies	41.74
Cash-wa Distributing	13791273	concessions supplies	258.60
Cash-wa Distributing	13794168	Distr Track - hospitality buns	193.50
Total Cash-wa Distributing			493.84
Cash	State TR - food	state track -food	120.00
Total Cash			120.00
Computer Hardware	153613	computer repair	700.00
Computer Hardware	153722	computer repair	250.00
Computer Hardware	153725	computer repair	250.00
Computer Hardware	153728	computer repair	250.00
Total Computer Hardware			1,450.00
Cook, Brenda	Cook 05102023	district track hospitality supplies	17.44
Total Cook, Brenda			17.44
Cross Creek Golf Course	JE 2201Golf	Golf practice	100.00
Cross Creek Golf Course	JE2201	Golf practice round	100.00
Total Cross Creek Golf Course			200.00
Flosports, Inc.	262873132	track wrestling	100.00
Total Flosports, Inc.			100.00
Granada Theatre	Granada 05102023	AR Movie - Elementary	250.00
Total Granada Theatre			250.00
Harco Athletic Reconditioning, Inc	28135	FB-Helmets/supplies	3,474.00
Total Harco Athletic Reconditioning, Inc			3,474.00
Harlan County Meat Processors	HCMP 05042023	special projects - staff appreciation	227.59
Harlan County Meat Processors	HCMP 05112023	concessions- District TR	479.79
Total Harlan County Meat Processors			707.38

Vendor Name	Invoice Number	Description	Amount
hex and the hive, The	60	EL library award tees	72.00
hex and the hive, The	61	staff worker tees	480.00
Total hex and the hive, The			552.00
Hi-Line Bulls	AB05302023	Refund nsa membership and coach's clinic	105.00
Total Hi-Line Bulls			105.00
Holiday Inn Express & Suites West Omaha - Elkhorn	1629	state track lodging	2,235.00
Total Holiday Inn Express & Suites West Omaha - Elkhorn			2,235.00
Image Tech & Printing	10084	tees - jr shooters	512.50
Total Image Tech & Printing			512.50
Kearney High School	AB06082023	BBB CAMP	175.00
Total Kearney High School			175.00
Lake Maloney Golf Course	JE2202 Golf	golf state practice round	200.00
Total Lake Maloney Golf Course			200.00
Mid America Youth Basketball	MAYB 05052023	girls basketball camps	315.00
Mid America Youth Basketball	V*MAYB 05052023	girls basketball camps	(315.00)
Total Mid America Youth Basketball			0.00
Misko Sports Inc	INV-1972	golf shirts	1,298.00
Misko Sports Inc	INV-1996	Weight room tees	197.00
Misko Sports Inc	INV-2041	FB equipment - helmets/pads	6,630.00
Misko Sports Inc	INV-2077	Football package	810.00
Total Misko Sports Inc			8,935.00
Nebraska Coaches Association	NECC 05302023	membership	1,740.00
Total Nebraska Coaches Association			1,740.00
Nebraska FPS	2023-17	state FPS	275.00
Total Nebraska FPS			275.00
Nebraska Schools Activities Association	District TR 05112023	District Track fees	964.60
Total Nebraska Schools Activities Association			964.60
Noel, Bobbi	Noel 05102023	ffa fruit refund	30.00
Total Noel, Bobbi			30.00
Olson, Drew	Olson 05052023	girls bball camp	275.00
Total Olson, Drew			275.00
Oxford Super Market	13 05042023	concessions supplies	71.40
Total Oxford Super Market			71.40
Platinum Awards & Gifts	159004	plaque engraving	170.00
Total Platinum Awards & Gifts			170.00
Stalder, Laurel	Stalder 05102023	ffa greenhouse labor	30.00

Vendor Name	Invoice Number	Description	Amount
Total Stalder, Laurel			30.00
Straight Flush Septic Pumping	Jr Shooters 05162023	Jr shooters supplies	978.92
Total Straight Flush Septic Pumping			978.92
University of Nebraska- Kearney	Mcphillamy 05172023	scholarship N McPhillamy - Beaver Legion	400.00
Total University of Nebraska- Kearney			400.00
Weatherwax, Trica	Weatherwax 05172023	retirement party - cupcakes	200.00
Total Weatherwax, Trica			200.00
Wilcox-Hildreth Public School	Wil Hil 05052023	girls basketball camp	285.00
Total Wilcox-Hildreth Public School			285.00
Wood River Pubic School	Wood River 05052023	girls basketball camp	200.00
Total Wood River Pubic School			200.00
Fund Number 05			25,911.98
Checking Account ID 5			25,911.98

06/08/2023 01:27 PM

Posted - All; Board Checking Account ID 7; Processing Month 06/2023

User ID: DJG

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number	Detail Description		Amount	
Checking Account ID 7	Fund Number 07	BOND FUND		
	SVALLEYPSG21 061523	BOKF, NA	06/12/2023	11,376.25
07 5000 832 000 000		Bond Payment - Interest		11,176.25
07 5000 833 000 000		Bond Payment - Fees		200.00
Total BOKF, NA				11,376.25
Fund Number 07				11,376.25
Checking Account ID 7				11,376.25

PROPOSAL



STATE GLASS

612 East 4th Street • ~~833-3331~~
Grand Island, NE 68802-1141
308-384-1067 • Fax 308-384-3331

Page No. / of / Pages

PROPOSAL SUBMITTED TO Southern Valley Schools - Greg	PHONE	DATE 5/26/2023
STREET 43739 Hwy 89	JOB NAME Same	
CITY, STATE AND ZIP CODE Oxford, NE 68967	JOB LOCATION Oxford, NE	

We hereby submit specifications and estimates for:

We propose to furnish and install the following material in existing doors and windows:

1 - ¼" clear tempered

18 - 1" clear tempered insulating glass units

6 - 1" Graylite 2 dark gray tempered insulating glass units

We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Ten Thousand Eight Hundred Seventy Five Dollars

10,875.00

Payment to be made as follows:

dollars (\$).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Steve Metzger

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

Southern Valley Activities



Handbook

2023-2024

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Introduction

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Southern Valley Public Schools provides students with the opportunity to participate in a comprehensive activities program that includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.

Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.

The provisions in this handbook are subject to change at the sole discretion of the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that it is up to date. If you have any questions regarding this handbook, please contact the Activities Director or Superintendent for assistance.

NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES

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

Name: Ashley Blickenstaff
Title: Activities Director
Address: 43739 HWY 89 Oxford, NE 68967
Telephone: 308-868-2222
E-mail: ashley.blickenstaff@sveagles.org

For further information on notice of nondiscrimination, visit <https://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html> for the address and phone number of the office that serves your area or call 1-800-421-3481.

SECTION ONE:

GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM

Academic Eligibility

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) requirements concerning scholastic eligibility (see Section Three of this Handbook), (2) be registered for 10 credit hours per semester and be in regular attendance, and (3) have not less than a 70% grade in two or more classes for a period of one week to remain eligible to participate in any portion of the activities program. Participants must attend practices and participate in all conditioning during any period of ineligibility. Students will also be ineligible daily if they are missing more than 2 assignments in one class when daily eligibility is run.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance or practice while serving a short-term suspension, long-term suspension, or expulsion from school.

Attendance at Practices and Contests

Participants in the activities program are expected to attend and be on time at all practices and meetings scheduled by the coach or sponsor. Participants may be excused for absences resulting from a participant's illness, a death in the family, a doctor's appointment, a court appearance, or other absences that are arranged in advance. The coach, sponsor, or director of an activity may require a participant who has an excused absence to complete an alternate assignment for missing a practice, meeting, event, performance, or contest. A participant who is unable to attend a scheduled practice, meeting, or game must contact the coach or sponsor in advance. Students who are absent from school due to illness are not required to provide the coach or sponsor with additional notification of the student's absence from practice.

Students who are absent from school beyond the start of the 2nd hour will not be permitted to practice or participate in an athletic contest or activity performance unless the student has the building principal's prior permission to participate despite the absence.

If a participant misses a scheduled contest or performance, the coach or sponsor may impose discipline up to and including suspension of the participant from the activity for the remainder of the season or length of the activity.

Closings

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be canceled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration.

Colors

The Southern Valley School colors are purple, black, and silver and the Southern Valley Alma Saints team is columbia blue, navy, and gold

Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the “most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed.”

The School District will:

1. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:
 - Heads UP Concussions in Youth Sports
 - Concussion in Sports—What You Need to Know
2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
 - a. The signs and symptoms of a concussion;
 - b. The risks posed by sustaining a concussion; and
 - c. The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to

participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed healthcare professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed,
and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Dances

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may be prohibited from participating in school dances as a consequence for violating school rules or these activity rules. All guests attending any dance at Southern Valley may be breathalyzed prior to entry and he/she must pass the test to enter.

Junior High Dances

Junior High (7-8) dances are restricted to students currently enrolled in Southern Valley Junior High School and will be sponsored by Southern Valley Junior High teachers and parents. Any organization wishing to sponsor a junior high dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional chaperone. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible or who have violated any code of conduct policy will not be allowed to attend school dances.

High School Dances

All high school dances are restricted to Southern Valley High School students and their guests. The age requirement for attending all High School dances for an outside guest is under age 21. All dates who are not a SV student must be approved by administration. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional adult. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible or who have violated any code of conduct policy will not be allowed to attend school dances.

Homecoming and Prom

The Homecoming dance is open to students and guests of Southern Valley High School.

The Junior/Senior Prom is open to students and guests of Southern Valley High School junior and senior classes. Guests must follow all rules that the students must follow. Each student is responsible for his/her guest's conduct. Appropriate attire is required for these dances. No blue jeans, shorts, or T-shirts will be allowed at the banquet or dance for Prom unless authorized by the Prom sponsors and Activities Director/Principal. Black dress jeans will be acceptable.

Electronic Communication

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education (“Rule 27”).

Equipment

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks that are checked out to them by the school.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been checked out to him/her and is lost or stolen.

Fundraising

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district’s policies. Use of the school mascot shall not be permitted unless approved by the Activities Director or Superintendent by any outside entity.

Individual Training Rules and Rules of Conduct

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them at all times.

Initiations and Hazing

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

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

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

Injuries

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant’s parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

Note: The release requirement will be satisfied if the initial doctor’s order specifies the duration of the student’s restriction from participation and/or competition. Also see Concussion Awareness above.

Insurance

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents' responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

Lettering Requirements

Lettering requirements will be communicated in individual sport/activity handbooks to participants

Practices

The individual head coach or sponsor, in cooperation with the Activities Director, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor for practice.

To be eligible to practice, a participant must satisfy the following requirements:

1. Submit to the coach or sponsor a signed physical form from a physician or qualified designee
2. Signed Activities Code of Conduct that verifies the student and parent(s) understands the school's position regarding the school's position regarding the use of possession of alcohol, tobacco, and other related drugs.
3. NSAA Consent to Participate Form
4. \$20 Activities Fee paid to the office

Managers:

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook. Managers and the number used for each specific sport/activity must be approved by the Activities Director. High school students wishing to be managers take precedence over all other students.

Sunday and Wednesday Night Activities

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices for Athletics and Activities will be organized so all participants are showered, dressed, and /or leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be

when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night. The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday or when approved by the Activities Director ahead of time. Practices scheduled for Sunday must have the prior approval of the activities director or building principal. Practices include any activity that is considered prepping for a contest.

Transportation

All participants are required to ride provided school transportation to an event unless prior authorization is obtained from the Activities Director. Students that do not have this authorization are not allowed to compete if they drive themselves. Students who miss the scheduled leave time designated by the coach/sponsor will be left behind and will not be permitted to drive themselves or compete. Students who miss a bus are also subject to suspension from the coach/sponsor. Students are encouraged but not required to ride home from away activities on school provided transportation. A participant may ride home with his or her parent/guardian only if the parent/guardian signs them out with the coach or sponsor of the activity on the required form. A participant may ride home with an adult if the participant's parent/guardian has personally contacted the Activities Director or designee prior to the activity and the person approved and authorized to take them signs them out.

Section Two: Available Activities

Athletic Teams

Football	Justin Adams, TJ Vacura, Tyler Petibone
JH Football	Justin Adams, Jason Huerta, Dexter Becker
Volleyball	Ali Hosier, Amanda Adams
JH Volleyball	Amanda Adams, Georgia Mroczek
Softball (Coop with Alma)	Brad Reaves, Jaydee Wolzen, Paige Houser
Cross Country	Kristi Bose
JH Cross Country	Kristi Bose
Boys Bowling	Leo Hinkle
Girls Bowling	Georgia Mroczek
Boys Basketball	Gerald Utterback, TBD
JH Boys Basketball	Justin Adams, Ali Hosier
Wrestling	Dexter Becker, Dave Becker
JH Wrestling	Dexter Becker, Fred Brown
Girls Basketball	Richard McDonald, Justin Adams
JH Girls Basketball	Justin Adams, Ali Hosier
Golf (Boys Only)	Jeremy Epp
Track (Boys & Girls)	Richard McDonald, Larry Guy, Leo Hinkle, Ali Hosier
JH Track (Boys & Girls)	RayAnn Roskop, Ali Hosier, Dexter Becker, Justin Adams

Activities

Band	Garret Kreifels
Cheer	Ashley Billeter
Family Career and Community Leadership of America (FCCLA)	Linda Dannehl
Future Business Leaders of America (FBLA)	Joe York
Future Farmers of America (FFA)	Christen Reiman
Future Problem Solvers (FPS)	TBD
Journalism	Meredith McQuay
Mock Trial	Meredith McQuay
National Honor Society	Anita Krejdl
One Act Play Production	Ashley Blickenstaff, Rebecca Jorgenson
Quiz Bowl	Chad Hamilton, Meredith McQuay
Speech	Kristi Bose
Student Council	Melinda Hunt, Steph Holste
Trap Shooting	Tina Hutchens
Vocal Music	Tabitha Stalder
Unified Bowling	Tina Brown

Section Three:

Nebraska State Activity Association

Eligibility

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws/>. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Student must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Student is ineligible if nineteen years of age before August 1 of the current school year. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.)
4. Student must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Students must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
6. Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester.
7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, he/she has established his/her eligibility at the high school where he/she

participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

9. **Student eligibility related to domicile can be attained in the following manners:**
 - a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
 - b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
 - c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
 - d. **If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.**
10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2022-2023 school year prior to May 1, 2022; for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2022. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered, and accepted prior to May 1, 2022, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.
13. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp, or school. (*Refer to NSAA Bylaw 3.5.1.1 for exception in Swimming and Diving.)
14. A student shall not participate on an all-star team while a high school undergraduate.
15. A student must maintain his/her amateur status.

NSAA Sportsmanship Rules

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at <http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts that may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction or discontinuance of a contest.

If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.

Section Four:

Code of Conduct Athletes and Parents/Fans

Standard Code of Conduct

Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of all conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and Activity Participation Rules. The Administration of Southern Valley School District is allowed to hand down consequences they feel fit for any activity that is detrimental to the overall goal and objective of the Southern Valley School District and its Activities Programs.

Southern Valley Activities Policy

By choosing to be a part of the activity program at Southern Valley Jr. Sr. High School, a student agrees to abide by the training rules established by the coaches, sponsors, and administration. These rules and policies have been adopted by the Southern Valley Board of Education. The coaches, sponsors, administration and Board of Education are in agreement that the use or possession of tobacco, alcohol, and controlled substances are not only detrimental to the student but also to the activity they represent. All school-sponsored extracurricular activities will fall under these guidelines.

The following guidelines are in effect from the NSAA first allowable practice date in the fall of the students 7th grade year to the last scheduled NSAA activity which Southern Valley High School offers in the spring of a students senior year. These rules apply to all students, grades 7-12, who have participated in an activity, who are currently participating in an activity, or who plans to participate in an activity in the future. **If a student is in violation of the first offense, he/she will be placed on probation for the remainder of the school year from the time of confession or conviction, and any further violations in the probationary period will constitute a second offense.** In the event an investigation is warranted, and the student in question does not confess to the infraction and is convicted in a court of law, he/she will automatically be subject to the penalty as a second offense from the time of the conviction. A student is required to serve out his/her penalty before he/she will be allowed to participate in any further competition in any activity program at Southern Valley Schools. A student can practice and attend public performances, but may not participate in the public performance while serving his/her suspension. Suspensions can and will be carried over to the next activity season in which the student chooses to participate in. All service work must be done outside of the regular school day within the Southern Valley School District. Public performances include Junior Varsity, 9/10, and Junior High contests.

The Principal and/or the Activities Director will make an independent investigation into any matters which result in a student being charged with a violation. The following are some situations that may warrant an investigation:

1. Students in school-sponsored and/or extracurricular activities may not engage in the following conduct . . . Possession, use, distribution, or being at parties in the presence of alcohol, illicit drugs, tobacco, or controlled substances, or any lookalike or imitations thereof, without parental supervision, or being under the influence of alcohol, illicit drugs, tobacco, or controlled substances, or any lookalike or imitations thereof. "Lookalike or imitations" means substances such as K2 and products like electronic cigarettes, vapor pens, etc. (Note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes). This policy will take effect for a student entering the first day of school in 7th grade and last 365 days a year until the last Activity/Athletic event day of the student's senior year.
2. Any information provided by law enforcement officers as to the violation of these policies.
3. Any conviction involving the use, possession, or distribution of controlled substances or alcoholic beverages.
4. Any confession by the student involving the use, possession, or distribution of tobacco, alcohol, or any controlled substances.
5. Any electronic picture or video that depicts a student using, possessing, or distribution of tobacco, alcohol, or any controlled substances will result in the same consequences.
6. If the student is charged or convicted of any criminal charge or determined to be a delinquent child under any other circumstances which is indicative of the behavior not representative of a good citizen.
7. Any person under nineteen years of age who attends Southern Valley who possesses, dispenses, delivers, or administers anabolic steroids as defined in section 28-401 in violation of the Uniform Controlled Substances Act

Any further appeal would have to come through the judicial process.

**MANDATORY DRUG TESTING POLICY FOR STUDENTS
INVOLVED IN EXTRACURRICULAR ACTIVITIES OR THAT HAVE VOLUNTARILY
BEEN PLACED IN THE DRUG TESTING PROGRAM BY THEIR PARENT/GUARDIAN
at SOUTHERN VALLEY SCHOOLS**

Implementation Date: January 4th, 2017 (Revised May 10, 2021)

Extracurricular Drug Testing Program

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right. Students in all extracurricular activities in grades 7-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

DEFINITIONS

DPA: A national certified Drug Program Administrator, which shall use a certified laboratory in testing of samples. The Board will choose a nationally certified DPA for the purpose of determining through random selection the student(s)/participant(s) to be tested.

DPC: The Drug Program Coordinator shall be the building Principal/Activities Director or his/her designee.

MRO: Medical Review Officer

Illicit substance - A drug classified by the Drug Enforcement Administration (DEA) as being available only by prescription from a physician or classified as being controlled and having no therapeutic use.

Banned Substance - A substance defined by School policy as being banned from use by students.

ILLICIT OR BANNED SUBSTANCES

For the purpose of this Policy, the following drug classes, substances or their metabolites that can be tested for are considered illicit or banned for Southern Valley Schools Students:

Alcohol (Ethyl or ETG), Amphetamines, Anabolic Steroids, Barbiturates, Benzodiazepines, Cocaine Metabolites, Marijuana Metabolites, Methadone, MDMA (Ecstasy), Nicotine (Hydroxycotinine), Opiates (Including Synthetics), Phencyclidine, Propoxyphene, Synthetic Drugs (K2, Bath Salts), CBD Oil that contains THC

1. Purpose of Random Drug Testing
 - 1) To provide for the health and safety of all students;
 - 2) To undermine the effects of peer pressure by providing legitimate reason for students to refuse use of illegal drugs and/or alcohol;

- 3) To identify students who use illegal drugs, tobacco, and/or alcohol; and
- 4) To encourage students who use illegal drugs, tobacco, and/or alcohol to participate in appropriate treatment programs.

2. Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook. An orientation for students and parents will be held at the start of the school year to talk about the policy and procedures.

3. Activity Programs: Any activity that meets the guidelines of an extracurricular activity at Southern Valley Public Schools, which shall include the following but not limited to:

All Southern Valley activities including (homecoming and prom).

4. Students Who Are Required to Submit to Drug Testing

a. Grades. All students in grades 7-12 who participate in any extracurricular activity are part of the pool subject to random drug testing.

b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to try out for, practice with, or participate in the extracurricular activity. The consent form is attached to this policy.

c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. A participant may be subject to testing at any time during the said 365-day period.

d. Withdrawal. Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for 365 days from the date of withdrawal. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from Activity form is received by the Drug Program Coordinator.

5. Drugs. Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:

- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*
- b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
- c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in Neb. Rev. Stat. § 48-1902(1).

6. Testing Procedures

- a. Student Selection. All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing. The DPA will identify students on the master by number.
- b. Reasonable Suspicion Testing. In addition to random drug testing, a student is subject to drug testing at any time when the Drug Program Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Program Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.
- c. Parental Request. Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non-random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.
- d. Type of Test. The school district reserves the right to utilize breath, saliva, hair or urinalysis testing procedures. Urine and oral fluid samples, which screen positive, will be confirmed by GC/MS (Gas Chromatography/Mass Spectrometry) or Similar confirmation test. Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).

The vendor will have all specimens tested for the specified illicit or banned substances by a qualified laboratory certified by the **Substance Abuse and Mental Health Services Administration** (SAMHSA). The testing laboratory should have greater than 10 years experience in toxicology testing and chain-of-custody procedures. All specimens must be initially tested using a highly accurate immuno-assay technique, with all presumptive positive results then confirmed by a **Liquid Chromatography/Mass Spectroscopy** (LC/MS) or similar confirmatory test.

- e. Collection Site. The activities director will designate the collection site at which student will provide specimens. The collection site may be off the premises of the school district.
- f. Sample Collection. Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.
- g. Collection Procedures. The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list.

The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.

- h. **Drugs.** Students may be randomly tested for any drugs, including but not limited to alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, synthetic drugs (ex: THC, K2), Nicotine (Hydroxycotinine), steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.
- i. **Results.** The DPA shall notify the student and the Drug Program Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Program Coordinator of the positive test result. The Drug Program Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.
- j. **Request for a Retest.** A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Program Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.
- k. **Scope of Tests:** The drug screen tests for one or more illegal drugs, alcohol, and/or tobacco. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after the selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.
- l. **Non-Punitive Nature of Policy:** No student shall be penalized academically for testing positive for illegal drugs or alcohol. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by

valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified as soon as possible by the district.

7. Refusal to Test.

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for the **next twelve (12) months**.

8. Tampering.

Tampering is the use of any agent or technique which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the MRO or the Drug Testing Coordinator determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties set forth in Section 9 of this Policy.

9. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug testing results with any law enforcement agencies.

10. Appeal

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the board of education.

11. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

12. Prescription Drug Error Positive

A student that is determined to have used a prescription drug without a legal prescription in their name will be given a positive test result by the MRO. If in meeting with the Parent/Guardian it is determined that this is the result of a parent/guardian error and not an intended abuse of the substance, the following will occur: The parent will submit, in writing to the designated official, an explanation of the error and recognition of the law in regards to prescription drugs. Upon receipt of this document and recognition as a reasonable explanation by the Designated Official, the suspension from driving and activities will be lifted and no assessment or intervention will be required. The student will undergo a follow-up drug screen at the parent's expense to ensure the banned substance(s) are gone or in decay. Upon completion of these requirements, this positive test will be removed from the student's record. This rule may only be applied one time in a student's enrollment within the school district. Further errors ruled positive by the MRO will constitute the actions listed above.

13. Consequences for Testing Positive.

Whenever the MRO Certifies and has reported that a test result indicates the presence of drugs, Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The consequences shall be as follows (All offenses are cumulative in grades 7-12):

ALCOHOL, TOBACCO, AND CONTROLLED SUBSTANCE VIOLATIONS:

1st Offense

- 35 Calendar Day Suspension from all Activities/Athletics from the date of discovery.
- Suspension can be reduced to 21 calendar days if the student attends an educational training session which is approved by the administration. The cost of the training will be at the expense of the student..
- 4 hours of voluntary service at Southern Valley School District
- 365 Day Suspension from all dances & royalty at Southern Valley School District
- Can reduce suspensions from dance and royalty to not being eligible for royalty if the student attends an educational training program. The cost of the training will be at the expense of the student.
- Student must submit to 3 follow-up drug tests at the expense of the student. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

2nd Offense

- 84 Calendar Day Suspension from all Activities/Athletics from the date of discovery which can be reduced to 63 calendar days if the student attends an educational training session which is approved by the administration. The cost of the training will be at the expense of the student.
- 12 hours of voluntary service at Southern Valley School District
- 365 Day Suspension from all dances & royalty at Southern Valley School District
- Can reduce suspensions from dance and royalty to not being eligible for royalty if the student attends an educational training program. The cost of the training will be at the expense of the student.

. Student must submit to 3 follow-up drug tests at the expense of the student. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

3rd Offense

- . 365 day suspension from all Activities/Athletics from the date of discovery
- . 20 Hours of voluntary service at Southern Valley School District
- . 365 Day Suspension from all dances and royalty at Southern Valley School District.
- . The student must attend an educational training session at their expense.
- . Student must submit to 3 follow-up drug tests at the expense of the student. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.
- . The student must complete a drug/alcohol/tobacco evaluation by a certified counselor and follow the recommendations of the counselor to return to participation.

4th Offense

- . Lifetime ban of participating in Activities/Athletics at Southern Valley School District
- . Lifetime ban from all dances and royalty at Southern Valley School District
- . The student must complete a drug/alcohol/tobacco evaluation by a certified counselor and follow the recommendations of the counselor.

If the suspension is not completed or the offense occurs in the summer the suspension will carry over to the next school year and begin on the first day of fall practice if the student participated in a fall activity. If they do not it starts the first day of school.

A calendar day means any day on a 7 day calendar.

If a student does not have a positive test for 365 days they will get one violation back one time.

****Students serving a suspension are still expected to attend and participate in practice and will be allowed to be on the bench with the team. Any activities during the summer will be considered practice.****.

Fan & Parent Code of Conduct

The intent of the Southern Valley School Districts Activities program is to provide a wide variety of opportunities for our students to explore their gifts and talents through the Arts and Competition. The intent is for students to learn the value of teamwork, dedication, determination, goal setting, and sportsmanship. As a district we want our fans and parents to set the example of sportsmanship through respect for the game, opponents and officials for our students to follow. Behavior that does not follow these guidelines is unacceptable and will not be tolerated. If you as a fan or parent at an activity are not providing a good example for our students to follow you will be asked to meet with the Activities Director and will be given a written warning of the poor behavior and the consequences if this type of behavior occurs again. If you are ejected from a game for poor fan behavior or fan misconduct you will be automatically given up to the following suspension. This suspension will not be shorter but can be made longer by the Administrative Team, if conduct dictates so.

1st Offense: 14-day suspension from all Southern Valley Activities and Athletics.

2nd Offense: 365-day suspension from all Southern Valley Activities and Athletics.

3rd Offense: Lifetime suspension from all Southern Valley Activities and Athletics.

Section Five: Concussions

A Parent's Guide to Concussions

WHAT IS A CONCUSSION?

A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness (“knocked-out”) to suffer a concussion.

CONCUSSION FACTS

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl's lacrosse, girls' soccer, boy's lacrosse, wrestling, and girls' basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms that interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize.

WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

Signs Observed by Parents or Guardians

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can't recall events prior to hit or fall
- Can't recall events after hit or fall

Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to “diagnose” a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

WHEN IN DOUBT – SIT THEM OUT!

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child’s physician, explain what has happened, and follow the physician’s instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent’s doctor or emergency room immediately.

WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices.** The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a healthcare professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a stepwise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

Step 1: Light exercise, including walking or riding an exercise bike. No weight-lifting.

Step 2: Running in the gym or on the field. No helmet or other equipment.

Step 3: Non-contact training drills in full equipment. Weight training can begin.

Step 4: Full contact practice or training.

Step 5: Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

HOW CAN A CONCUSSION AFFECT SCHOOLWORK?

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

WHAT CAN YOU DO?

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

OTHER FREQUENTLY ASKED QUESTIONS:

Why is it so important that an athlete not return to play until they have completely recovered from a concussion?

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

Is a “CT scan” or MRI needed to diagnose a concussion?

Diagnostic testing which includes CT (“CAT”) and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete’s story of the injury and the health care provider’s physical examination.

What is the best treatment to help my child recover more quickly from a concussion?

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television, and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

How long do the symptoms of a concussion usually last?

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

How many concussions can an athlete have before he or she should stop playing sports?

There is no “magic number” of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete’s risk for further and potentially more serious concussions. The decision to “retire” from sports is a decision best reached following a complete

evaluation by your child's primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?

The issue of "chronic encephalopathy" in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions that happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from A Parent's Guide to Concussion in Sports, National Federation of High School Associations.

Some of this information has been adapted from the CDC's "Heads Up: Concussion in High School Sports" material by the NFHS's Sports Medicine Advisory Committee. Please go to www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm for more information.

AUTHORIZATION AND ACKNOWLEDGEMENT

WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY RESULT FROM ATHLETIC PARTICIPATION

Many forms of athletic competition result in violent physical contact among players, the use of equipment that may result in accidents, strenuous physical exertion, and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques.

I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

Signature of Parent

Printed Name of Parent

Date

Printed Name of Student

Printed Name of Student

Printed Name of Student

Printed Name of Student

SOUTHERN VALLEY SCHOOLS
CONSENT TO PERFORM RANDOM DRUG TESTING
2023 - 2024

Student Name _____ Grade _____

As a student and parent:

< We understand and agree that participation in extracurricular activities is a privilege that may be withdrawn for violations of the Extracurricular Drug Testing Policy.

< We have read the Extracurricular Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.

< We understand that when students participate in any extracurricular activity, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity. We have read this consent statement and agree to its terms.

< We understand this is binding while a student is enrolled in the Southern Valley School District.

CONSENT TO PERFORM DRUG TESTING

We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs, alcohol, and tobacco/nicotine in accordance with the Extracurricular Drug Testing Program adopted by the Board of Education. We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy. We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.

We understand that consent pursuant to this Consent to Perform Random Drug Testing will be effective for the extracurricular activities in which this student might participate during the current school year.

We hereby release the Southern Valley Board of Education and its employees from any legal responsibility or liability for the release of such information and records, pursuant to the policy.

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

ACKNOWLEDGEMENT OF CONDUCT CODE

I understand that as a student representing the school district in activities, I am obligated to comply with the athletic handbook, including the code of conduct. I understand that if I violate the code of conduct or other rules in this handbook, I may be suspended from participation in all co-curricular activities and/or school sponsored activities or events.

Signature of Student

Printed Name of Student

Date

Signature of Student

Printed Name of Student

Date

Signature of Student

Printed Name of Student

Date

I understand that my student is obligated by this handbook, including the statements above.

Signature of Parent

Printed Name of Parent

Date

2023 - 2024

SOUTHERN VALLEY SCHOOL
School District #540

Student Handbook

***The back cover of this handbook
shall be signed by the student,
parent or guardian
and returned to school by
August 25, 2023***

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SECTION 1

General Information for K-12 students

SOUTHERN VALLEY PUBLIC SCHOOLS

INTRODUCTION

It is with great excitement I welcome all of you to the start of the 2022-23 school year at Southern Valley. I am very honored and blessed to have the opportunity to lead our district into the future. My main focus in year one is to build relationships with everyone in our school district. In order for a school or business to operate at its best, it's very important I create relationships inside our school building with students and staff and outside our building with our communities. I would like to invite anyone who has any questions or concerns to contact me at any time. I would love the opportunity to sit and visit with you about the opportunities Southern Valley provides.

Please familiarize yourself with this handbook. Many times conflicts between students, teachers, and/or administration are the result of one or more parties not knowing or understanding policies and procedures. If you should have any questions about the information in this handbook, please feel free to contact the appropriate principal or myself.

Good Luck!

Bryce Jorgenson, Superintendent

Parents and Students of Southern Valley Schools:

This handbook is a guide for you. Read it carefully. It will aid you in becoming acquainted with your school. The teachers are here not only to teach, but also assist you in making your school career educational and memorable.

You should plan your school career carefully and follow your plan. This may require considerable thought and willpower. However, your high school career is crucial. Now is the time to develop and establish the wholesome attitudes and desirable values you deem necessary for success during your adult life.

Make your family, friends, more importantly, yourself proud. Today you are an important part of your class and your community; some day you will also become an important part of a business or a profession. Do not fail those who are counting on you.

Southern Valley School is your school. It will only be as good as you the student body wants it to be. Your faculty desires to assist you in achieving the goal that you set for your school.

**Josh Lanik
Jr/Sr High Principal**

**Mark Grove
Elementary Principal**

Board of Education

Ryan Hunt – President
Steve Hunt- Vice President
Todd Brown - Secretary
Craig Baily - Treasurer
Mike Taylor - Member
Mike Stalder - Member

Administration

Bryce Jorgenson – Superintendent
Josh Lanik – 7-12 Principal
Mark Grove – PK-6 Principal
Ashley Blickenstaff -- Athletic Director

Classified Staff

Dana Gesick – Secretary/Business Manager
Pam Wessels – Jr/Sr High Secretary/AD Secretary
Margaret McInturf – Elementary Secretary/Lunch Coordinator

Ashley Billeter -- School Nurse
Amy Russell – Elementary Library Aide
Amanda Adams -- Paraeducator
Joanna Chesterman – Paraeducator
Linda Culver -- Paraeducator
Samantha Ehrke – Paraeducator
Adrianna Frerichs – Paraeducator
Tina Hutchens -- Paraeducator
Gloria Kimball -- Paraeducator
Ellen Kuhl -- Full Time Sub
Georgia Mroczek -- Paraeducator
April Reaves -- Paraeducator
Lucinda Smith – Paraeducator
Gerald Utterback – Paraeducator
Ali Vacura – Paraeducator

Jr. Sr. High School Staff

Bryce Jorgenson – Superintendent
Josh Lanik - - - Principal 7-12
Ashley Blickenstaff - - - Athletic Director
Justin Adams - - - Social Studies
Dexter Becker - - - Physical Education/Weight Training
Ashley Blickenstaff - - - English/Drama
Joey Bose - - - Math
Kristi Bose - - - English & Media
Tina Brown - - - Special Education
Marjorie Damitog - - - Science
Linda Dannehl - - - FCS
Jeremy Epp - - - Social Studies
Jared Fausch - - - Computer Coordinator/LAN Manager
Chad Hamilton - - - Math
Stephanie Holste - - - Special Education
Jason Huerta - - - Spanish and Auto Mechanics
Melinda Hunt - - - 7-12 Guidance
Rebecca Jorgenson - - - Art
Anita Krejdl - - - Math
Garret Kreifels - - - Instrumental
Emily McDonald - - - School Psychologist
Richard McDonald - - - Science
Meredith McQuay - - - English & Journalism
Brad Reaves - - - Industrial Arts & Technology
Christen Reiman - - - Agriculture, Science, & Welding
Tabitha Stalder - - - Vocal
Joe York - - - Business Education

Elementary Staff

Bryce Jorgenson - - - Superintendent
Mark Grove - - - Principal
Danielle Schultz - - - Pre School
Jennifer Aerni - - - Pre School
Jordyn DeVries - - - Kindergarten
Morgan Huxoll - - - Kindergarten
DeAnna Ruskamp - - - First Grade
RayAnn Roskop - - - First Grade
Lacy Rice - - - Second Grade
Haley Reed - - - Second Grade
Courtney Amundson - - - Third Grade
Holly Hunt - - - Third Grade
Chelsey Sutton - - - Fourth Grade
Addison Johnson - - - Fourth Grade
Ali McCord - - - Fifth Grade
Glenna Miller - - - Fifth Grade
Jennifer Burns - - - Sixth Grade
Rena Brooks - - - Title I
Hennessey Lans - - - Special Education
Kim McQuiston - - - Special Education
Tricia Weatherwax - - - Guidance
Emily McDonald - - - School Psychologist
Amanda Lans - - - Speech Therapist
Emma Phillips - - - Speech Therapist
Kristi Bose - - - Librarian
Tabitha Stalder - - - Vocal Music
Garret Kreifels - - - Instrumental Music
Patty Hansen - - - Art
Ali Hosier - - - P.E.

Staff is provided, by Educational Service Unit #11, for special needs

Classified Staff

Denise Wiedel - Food Service Manager

Brenda Cook – Assistant Cook

Lena Jackson – Assistant Cook

-- Assistant Cook

Greg Huerta - Maintenance Supervisor

Kevin Harper – Custodian

Joshua Karash -- Custodian

Becky Robinson – Custodian

JayDee Wolzen - Custodian

Peg Wolzen – Part-Time Custodian

Leighton Schmidt – Transportation Director

Chloe Bennetts – Bus Driver

Fred Brown – Bus Driver

Todd Brown – Bus Driver

Chris Joppa -- Bus Driver

Tina Hutchens – Bus Driver

Janet Schmidt - Sp. Ed. Driver

Mike Schwanz – Bus Driver

Dennis Tegtman – Bus Driver

Don Vacha – Bus Driver

Kirk Einspahr -- Activity Driver

Ryan Hunt – Activity Driver

Mike Taylor – Activity Driver

SCHOOL CALENDAR 2023-2024

August 11 & 14	Teacher Workdays
August 15	First day for Students - Friday Dismissal
September 4	Labor Day -- No School
September 13	No School - Teacher In-Service (10:00 - 2:00) Parent Teacher Conferences (2:30-7:30 p.m.)
October 2	ESU 11 Teacher In-Service (no school)
October 13	End of 1st Quarter
October 16	Start of 2nd Quarter
October 27	Fall Break - No School
November 8	Teacher In-Service - Friday Dismissal
November 22	12:30 Dismissal
November 23-24	Thanksgiving Vacation
December 8	Wrestling Invite -- No School
December 21	End of First Semester (Friday Dismissal)
December 23 – 27	NSAA Moratorium
January 3	Teacher Workday -- No School
January 4	School Resumes
January 17	Teacher In-Service - Friday Dismissal
February 15	Parent Teacher Conferences (3:00-9:00 PM) (Friday dismissal for students)
February 16	Spring Break -- No School
March 6	End of 3rd Quarter
March 7 & 8	Spring Break -- No School
March 11	Start of 4th Quarter
March 29	Easter Break -- No School
April 1	Easter Break -- No School
May 4	Senior Graduation – 1:00 PM
May 6	SV JH Track Invite -- 12:30 Dismissal
May 15	End of Second Semester -- Last day of school
May 16	Teacher Workday

INTENT OF STUDENT HANDBOOK

This handbook is intended to be used by students, parents and staff as a guide to the rules, regulations, and general information about Southern Valley Public Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

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

SOUTHERN VALLEY PUBLIC SCHOOL’S MISSION STATEMENT:

The mission of the Southern Valley School District is to create a positive atmosphere in which all students, through a well-rounded curriculum based on high educational standards, are provided an opportunity for continuing success.

PBIS STATEMENT:

*Positive Behavior Intervention and Support (PBIS) is an approach to supporting students to be successful in school. PBIS was developed from research in the fields of behavior theory and effective instruction. School-wide PBIS focuses on the development and implementation of pro-active procedures and practices to prevent problem behavior for **ALL** students and improve school climate.*

MTSS STATEMENT:

Multi-Tiered Systems of Support (MTSS) is an educational framework for continuous improvement, problem-solving, and decision-making. It promotes an integrated system, connecting general and special education, along with all teaching and learning components, into a high-quality, standards-based instruction and intervention framework. This framework is used to meet students' academic, social-emotional, and behavioral needs. The district has two teams that operate under this framework, one for K-6 and one for 7-12, with the two communicating and collaborating for transition needs.

FEDERAL REQUIREMENTS

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

Drug-Free Schools

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug -free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

Standards of Conduct; Notice to Students and Parents

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District

to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING SOUTHERN VALLEY SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and reentry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and reentry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw

Pursuant to the provisions of the No Child Left Behind Act, parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use, distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product to include any vaping device and products or lookalikes.

Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardians will be notified.
5. Law enforcement will be notified.

6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

Intervention

The Southern Valley School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and reentry programs, which are available to students.

Administration

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

DATING VIOLENCE - POLICY #5030

Southern Valley Public Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

For purposes of this policy “dating violence” means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. “Dating partner” means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District’s authority.

Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District’s dating violence policy.

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

The administration will be responsible for ensuring that this dating violence policy is published in the school district’s student-parent handbook or an equivalent such publication. Parents and legal guardians shall be informed of the dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

REMINDER
NO WEAPONS ARE ALLOWED AT SOUTHERN VALLEY PUBLIC
SCHOOLS—
REGARDLESS OF THE CONCEALED HANDGUN LAW

Southern Valley Public Schools

The Legislature has passed a concealed handgun law. We want to remind and assure staff, students, parents and visitors to our schools that weapons are **not** permitted to be brought to or possessed in our school buildings, school grounds, or school activities.

The concealed weapons law will allow adults to get a permit to carry a concealed handgun. Permit holders will be allowed to carry a concealed handgun in many places, but **NOT** at our school. Anyone who carries a handgun or weapon at our school is in violation of Board policies and is also committing a crime which will be reported to law enforcement.

We have copied below a section of the law:

Laws 2009, LB 63, Section 13 (1)(2)

Sec. 13. Section 28-1204.04

- (1) Any person who possesses a firearm in a school, on school grounds, in a school-owned vehicle, or at a school-sponsored activity or athletic event shall be guilty of the offense of unlawful possession of a firearm on school grounds.
Unlawful possession of a firearm on school grounds is a Class IV felony
- (2) Any firearm possessed in violation of subsection (1) of this section in a school, on school grounds, in a school-owned vehicle, or at a school-sponsored activity or athletic event shall be confiscated without warrant by a peace officer or may be confiscated without warrant by school administrative or teaching personnel. Any firearm confiscated by school administrative or teaching personnel shall be delivered to a peace officer as soon as practicable.

STUDENT DISCIPLINE #5035/WEAPON POLICY #5049

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning student, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. *Short-Term Suspension:* Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
 - a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
 - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes
 - b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
 - c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
 - d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
 - e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. *Long-Term Suspension:* A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school

days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. *Expulsion:*

- a. *Meaning of Expulsion.* Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
- b. *Suspensions Pending Hearing.* When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if 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.
- c. *Summer Review.* Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. *Alternative Education:* Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. *Suspension of Enforcement of an Expulsion:* Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion

takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

- f. *Students Subject to Juvenile or Court Probation.* Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
- 4. *Other Forms of Student Discipline:* Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not 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. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. *Student Conduct Expectations.* Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well-being or rights of other students, staff or visitors.
- C. *Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment.* The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned,

leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, including e-cigarettes, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.

13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
 - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
 - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
 - d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.
- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or undergarments:
 - 1. No buttocks (crack or cheeks), No cleavage, No midriffs
 - 2. No spaghetti straps, No off the shoulder tops, No sagging pants, No short shorts or skirts.
- b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs or which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar language.
- c. Hats and headwear can be worn on Fridays with expectation they will be removed when requested. (Ex: During the Pledge of Allegiance, when attending a special assembly, or when asked by a teacher or administrator).

All staff members have the authority to send students in violation of the dress code policy to the office. The administration will have the final authority in determining the appropriateness of any student attire. Continual violations of the dress code will result in disciplinary actions under paragraph A.4a (15) of this policy.

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

Coaches, sponsors, or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups, or students who are representing the school as part of an extracurricular activity program.

Consequences:

Level One Offense – Change clothes immediately

Level Two Offense (Not complying with a request by the teacher or staff member) – change clothes immediately and notify parents

Level Three Offense (Multiple referrals) – Insubordination with in-school suspension

2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:

- (1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

- (a) Tests (includes tests, quizzes and other examinations or academic performances):

- (1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
- (2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulas in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
- (3) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
- (4) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for

- another student, without the specific knowledge and permission of the instructor.
- (5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- (1) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
 - (2) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
 - (3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
 - (4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
 - (5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of

another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

- (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
 - (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
 - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
 - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions. "Electronic devices," include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, laptop computers, and other electronic

or battery powered instruments which transmit voice, text, or data from one person to another.

c. Possession and Use of Electronic Devices.

- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as authorized by classroom teachers. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
- (2) Students are permitted to possess and use electronic devices before school hours, at lunchtime, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.
- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a laptop computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Students shall not use electronic devices at any time or place for:
 - (a) activities which disrupt the educational environment;
 - (b) illegal activities in violation of state or federal laws or regulations;
 - (c) unethical activities, such as cheating on assignments or tests;
 - (d) immoral or pornographic activities;
 - (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; or
 - (f) activities which invade the privacy of others.Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Electronic devices used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.
- (3) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school

principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

- (4) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (5) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (6) Subsequent Violations: Students who are repeat offenders of this policy shall be subject to the imposition of any appropriate disciplinary action, which may include suspension and expulsion from school.
 - e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Students are expected to bring all books and necessary materials to class. This includes study halls.
4. Assignments for all classes are due as assigned by the teacher.
5. Students are not to operate the mini-blinds or the windows.
6. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
7. Students are to be in their seats and ready for class on the tardy bell.
8. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
9. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
10. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
11. Snow handling is prohibited.

G. Law Violations

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District's policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
 - (a) Knowingly possessing illegal drugs or alcohol.
 - (b) Aggravated or felonious assault.
 - (c) Vandalism resulting in significant property damage.
 - (d) Theft of school or personal property of a significant nature.
 - (e) Automobile accident.
 - (f) Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.

When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

Legal Source: Neb. Rev. Stat. Sections 79-254 to 79-296

Part-Time Enrollment

See policy #5003

Medication Administration Policy

See policy #5024

Student Self-Management of Asthma, Anaphylaxis, and/or Diabetes

See policy #5053

District Title I Parent and Family Engagement Policy - #5057

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 the 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.

HOMELESS STUDENTS POLICY #5014

A. General Policy

The school district will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the school district.

B. Homeless Liaison

The district’s homeless liaison is the Superintendent. Students in homeless situations who require assistance should contact the liaison at 308-868-2222 or in person at 43739 Highway 89, Oxford, NE 68967.

C. Definitions

- a. “Homeless children and youth” means individuals who lack a fixed, regular, and adequate nighttime residence and include
 - 1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels,

- hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals or are awaiting foster care placement; and
 - 2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - 3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - 4. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
- b. The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained by the act of Congress or by state law.
 - c. “Child” and “youth” refers to persons who, if they were children of residents of the District, would be entitled to a free education.
 - d. The term "unaccompanied youth" includes a youth not in the physical custody of a parent or guardian.
 - e. “School of origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

4. Strategies to Address Enrollment Delays. In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district shall immediately contact the school last attended by the student to obtain academic and other records. The school district’s homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

5. Transportation. Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:

- a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.
- b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.

6. Dispute Process. If a dispute arises over school selection or enrollment in a school:

- a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;
- b. The child, youth, parent, or guardian shall be referred to the district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after receiving notice of the dispute;
- c. The parent or guardian of the child or youth shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

7. Appeal Process

- a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.
- b. **State Board of Education.** If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

STUDENT PRIVACY PROTECTION POLICY #5015

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA) and The No Child Left Behind Act (NCLB).

A. Surveys

Surveys Created by a Third Party

This section applies to every survey that is created by a person or entity other than a district staff member or student; regardless of whether the student answering the questions can be identified; and regardless of the subject matter of the questions.

Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.

Surveys Requesting Particular Sensitive Information

Sensitive information shall include:

- Political affiliations or beliefs of the student or the student's parent(s);
- Mental or psychological problems of the student or the student's family;
- Sexual behavior or attitudes;
- Illegal, anti-social, self-incriminating, or demeaning behavior;
- Critical appraisals of other individuals with whom respondents have close family relationships;

- Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
- Religious practices, affiliations, or beliefs of the student or student's parent(s); or
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.

No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.

School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.

Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.

Survey Inspection Requests

School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.

All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.

The principal shall respond to survey inspection requests without delay.

B. Invasive Physical Examinations

The term "invasive physical examination" means:

- any medical examination that involves the exposure of private body parts; or
- any act during such examination that includes incision, insertion, or injection into the body; and
- does not include a hearing, vision, or scoliosis screening.

Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:

- required as a condition of attendance;
- administered by the school and scheduled by the school in advance; and
- not necessary to protect the immediate health and safety of the student, or of other students.

This policy does not apply to any physical examination or screening that:

- is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
- is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
- is otherwise authorized by Board policy.

C. Collection of Personal Information from Students for Marketing

The term "personal information" means individually identifiable information including:

- student's and parent(s)' first and last name;

- home or other physical address;
- telephone number; and/or
- social security number.

No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.

This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:

- post-secondary education recruitment;
- military recruitment;
- tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
- student recognition programs.

D. Inspection of Instructional Material

Definition

The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).

The term does not include academic tests or academic assessments.

Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.

Curriculum inspection requests must be made to the building principal in writing.

Building principals shall respond to inspection requests within a reasonable amount of time.

E. Notification of Rights and Procedures

The superintendent shall notify parents of:

- this policy and its availability upon request from the office of the district;
- how to opt their child out of participation in activities as provided for in this policy;
- the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
- how to request access to any survey or other material described in this policy.

This notification shall be given to parents at least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

ANTI-BULLYING POLICY #5054

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.

NOTICE CONCERNING STAFF QUALIFICATIONS #4022

All educators must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements. Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

NOTICE OF PARENTAL RIGHTS

The Family Education Rights and Privacy Act (FERPA) provides parents and guardians certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the day the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate. If you believe one of your student's records is inaccurate, you should write the school principal, clearly identify the part of the record you want changed, and specify why it is inaccurate. If the school decides

not to amend the record as requested, it will notify you of the decision and advise you of your right to a hearing regarding the request for amendment.

FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of nonschool individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

Directory information is information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if it were disclosed. For example, an athletic program that lists the names of team members and their heights and/or weights and an academic program that lists the names of students receiving academic awards both contain directory information. So do other school district publications and the district's website. Directory information includes the following information about a student:

- Name and grade
- 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
- 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 about your student(s) can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless parents have notified the school district that they do not want this information disclosed without prior written parental consent.

You have two options:

If you DO NOT OBJECT to the disclosure of directory information about your student, you do not need to do anything.

If you **OBJECT** to the disclosure of any directory information about your student, you should write a letter to the principal at the building where your student(s) attend(s) school. This letter should specify the particular categories of directory information that you do not wish to have released about your child or the particular types of outside organizations to which you do not wish directory information to be released. This letter must be received by the school district no later than **AUGUST 20TH, 2023**.

Non-directory Information. Please be aware that all of the other personally identifiable information about your student(s) that is contained in this school district's education records will generally not be disclosed to anyone outside the school system except: (1) in accordance with the provisions of FERPA and regulations, (2) in accordance with state statutes and regulations, or (3) in accordance with your written instructions. Internal Use of Information. Whatever choice you make, the school district will be able to use this directory information for internal school purposes and to share it with other education institutions in accordance with law. Transfer of Records Upon Student Enrollment. Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform you when it makes a disclosure under this provision. Complaints. You have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202-4605

STUDENT INTERNET AND COMPUTER ACCESS #5037

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.

VISITORS

The Board of Education has had and continues the policy that no adult visitors are allowed in the classroom the last full week of school. The policy further restricts having pre-school age children with you during classroom visitation. We request that other visits are not made during the last 3 weeks, or the first 2 weeks of the school term. These are extremely busy times and will not provide you with a true representation of classroom participation. Organized student programs are not part of this restriction. Students from other schools, friends, cousins, etc. are not allowed to visit during the school day unless approved by the administration.

It is required that all visitors report to the front office upon arrival. If you should plan to eat lunch while visiting school, the cost will be set per meal cost, regardless of age, and the count must be turned in to the office by 9:00 a.m.

Students from other schools are not allowed to visit school during regular hours without permission in advance from the school principal. Visits are not to exceed one day during the school year.

ASSIGNMENT OF STUDENTS AND CLASSES

The district reserves the right to appropriately place the grade in which a student shall be classified.

Transcripts from accredited schools are required for transfer students.

RECORDING OF GRADES ON PERMANENT FILES

Grades are not recorded on permanent files or given to students until obligations that the child may have acquired are met. These obligations can range from checking in school property or paying for the item's replacement, to paying organizations or school bills. Such action is handled in the principal's or superintendent's office.

GRADES

A = 100 – 93

B = 92 - 85

C = 84 - 77

D = 76 - 70

F = Below 70 (Failing)

I = Incomplete

REPORT CARDS AND INTERIM REPORTS

Student classroom performances are evaluated and reported on a nine-week basis. The report cards will be distributed following the completion of each nine-week grading period. Down slips are mailed from the principal's office at the end of the first four and one half weeks of each nine-week grading period. The purpose of the down slip is to inform the student and his/her parents that the student is having difficulty with class work.

An interim report is used by teachers to identify, in writing, radical changes in student progress. Such a report should be viewed by parents as a clear signal of concern.

ACADEMIC RESPONSIBILITY

An important aspect of your school life is academics. Parents and teachers want each student to be successful and derive a satisfying total experience from school. We have designed a curriculum which provides for many individual wants and needs. While parents and faculty members may be concerned about the grades earned by a student, the responsibility for all grades earned rests with the

individual student. Each student should keep himself/herself informed and knowledgeable about his/her academic standing.

SPECIAL EDUCATION

Southern Valley School District utilizes a Multi-Tiered Systems of Support process to implement evidence-based practices to address academic and functional concerns identified by either school personnel or parents. Through this process, the district complies with state and federal regulations of Child Find. Child Find ensures that all children (birth to 21) who reside within the Southern Valley School District and are suspected of having a disability are identified, located, and evaluated. Other Child Find activities are used to support the district in identifying, locating, and evaluating children birth to Pre-K.

Upon reviewing data collected from instructional practices implemented, the district may determine to seek parental consent for an evaluation for special education and related services. The Southern Valley School District and the student's parents will analyze the results from the evaluation to determine eligibility for special education and related services. If eligibility is determined, the district will develop an individualized educational plan to meet and monitor the student's needs.

HIGH ABILITY PROGRAM

The Southern Valley School District also utilizes the Multi-Tiered Systems of Support process to identify and support students who are considered high-ability.

SCHOOL MEAL PROGRAM AND MEAL CHARGES

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

A complete breakfast program is available for students. Breakfast will be served at the elementary and Jr. Sr. High School. The cost is:

Grades Pre K - 6 = \$2.25 per individual meal or \$42.00 for a 20 meal ticket

Grades 7 - 12 = \$2.35 per individual meal or \$44.00 for a 20 meal ticket

Adults = \$2.50 per individual meal

Visitor = \$2.50 per individual (regardless of age)

A complete hot lunch program is also available for students. The cost is:

Grades Pre K - 6 = \$2.90 per individual meal or \$55.00 for a 20 meal ticket

Grades 7 - 12 = \$3.15 per individual meal or \$60.00 for a 20 meal ticket

Adults = \$3.85 per individual

Visitor = \$3.85 per individual (visitor)

Milk tickets can be purchased at a price of \$25.00 for 50 cartons of milk, \$86.50 for the year, or 50 cents each for students.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. The policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided to all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is: If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich, milk, and a piece of fruit.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due

dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state level meal charge policy, it shall supersede that portion of this policy.

EMERGENCY INFORMATION SHEETS

Each child is provided a sheet that we request the parents/guardian fill out. The information is needed to provide student assistance should an emergency occur. This sheet also requests phone numbers, including unlisted numbers, so that we can reach you as quickly as possible. In rare cases, when we cannot reach a parent or guardian and an emergency exists, the child will be taken or sent to emergency health service. Costs in such cases shall be the responsibility of the family.

These sheets are kept in a file in the school office and should any changes occur, contact the office so that we may get a new sheet to you or we may pencil in the changes for you.

ILLNESS

Students who become ill at school are to report to the nurse's office to obtain a pass and transportation home. Under no circumstances should a student leave school without first reporting to the nurse's office. Parents/guardians will be notified of the illness and the student will be sent home when a safe conveyance can be found. If a parent/guardian can not be reached, the emergency contact will be notified of the illness. Office personnel will make every effort to determine the degree of illness prior to contacting the student's parent/guardian. Any illness of over three days duration may require verification from a physician for re-admittance of the student to classes.

HEALTH REGULATIONS NEBRASKA LAW REQUIRES

Nebraska law requires that the parents or legal guardian furnish the following documents to the school:

(1) A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced.

(2) Evidence of a physical examination by a physician, physician assistant, or an advanced practice registered nurse, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.

(3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.

(4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment. Exceptions are allowed based on: (1) written statement by health care provider that immunization would be injurious to the student or a family member or (2) affidavit of a religious reason for non-immunization. Provisional enrollment is allowed based on: (1) written statement of health care provider that immunizations have begun, and immunization is continued as rapidly as medically feasible and (2) written statement of parent or guardian that immunizations have been completed, where the child's parent is in the military, the child is enrolling following residence outside the state, and proof of immunization is given within 60 days. Refer to HHS regulations, 173 NAC 3.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Optometric Association (NOA), <http://www.noaonline.org/>, 201 North 8th Street, Suite 400 P.O. Box 81706, Lincoln, NE 68501--Fax 402-476-6547--Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

Students from Kindergarten through 12th grade, including all transfer students from outside the state of Nebraska and any foreign student are considered immunized if they have received:

- 3 doses of DTaP, DTP, DT, or Td vaccine, one dose given at or after 4th birthday All 7th graders are required to have 1 dose of Tdap (must contain Pertussis booster) – this dose can be received any time after 10 or 11 years of age depending on which brand of vaccine is received.
- 3 doses of Polio vaccine
- 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month
- 3 doses of pediatric hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age
- 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.

ASTHMA PROTOCOL #5053

This is a required policy under NDE Rule 59.

The District will adopt and implement the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis Protocol as required by the Nebraska Department of Education.

The Superintendent, in conjunction with licensed health personnel, shall establish administrative regulations for the implementation of this policy. The regulations established shall comply with NDE rules regarding the protocol to follow in case of a life-threatening asthma or systemic allergic reaction and use of an EpiPen and albuterol. Also, these shall ensure that each school building will procure and maintain the equipment and medication necessary under the protocol in the case of any student or school staff emergency. Staff training in using the protocol shall occur periodically. Records of such training and occurrences of administering medication under the protocol shall be maintained.

The Emergency Protocol shall be implemented, and the equipment and medication necessary to implement the Emergency Protocol shall be maintained, at each school building while school is in session. For purposes of the Emergency Protocol, the phrase "while school is in session" is defined as the core instructional school day. The "core instructional school day" is defined as that portion of each day school is in session during which teachers are on duty to provide and students are scheduled to receive instruction in the School District's curriculum, generally beginning at 8:00 a.m. and ending at 3:30 p.m. The Emergency Protocol shall not be required to be implemented other than in the school buildings while school is in session, and as such is not required to be implemented at extracurricular activities, on school buses, or during school field trips. Implementation of the Emergency Protocol at such non-mandatory times or places shall be made in the discretion of the administration and shall be subject to the availability of the employees designated or trained in implementation of the Emergency Protocol and the availability of the necessary equipment and medication at such times or places.

The parent or guardian of a student of minority age may sign a waiver requesting that their student not receive emergency treatment under this protocol. Information about the waiver shall be provided to parents in the student handbook.

Legal Reference: NDE Rule 59.006

Cross Reference: Policies on Administration of Medication to Students

COMMUNICABLE DISEASE #3048

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

Southern Valley Schools shall cooperate with county and state health department officials in developing procedures for the control of communicable diseases in the schools. All procedures shall conform to the regulations for communicable disease control set up by the state health department.

In general, a student with a communicable condition will be allowed to attend school in the student's usual class setting only after written approval has been secured from the student's physician stating that the disease is not in a communicable stage. Without such a written statement, a student with a communicable condition is subject to an emergency exclusion. The school reserves the right to consult with a second physician to secure another opinion if a second opinion is deemed necessary by school personnel.

In general, a district employee with a communicable condition will be allowed to work only after securing a physician's written statement indicating that the disease is not in a communicable stage. The school reserves the right to secure an independent second opinion if such is deemed necessary.

Students' Communicable Conditions

- A) The school principal and the Student Assistance Team will function as liaisons with the student's physician as necessary, and will coordinate the health management procedures within the school building.
- B) The decision to exclude a student from school shall be made by the Superintendent, after consultation with the appropriate building principal. Decisions regarding the type of educational setting for students who are not excluded from classes will be based on the behavior, neurological development and physical condition of the student and the expected type of interaction within others in that setting. Educational plans for these students will be developed by the Student Assistance Team, with the help of parents or guardians and the appropriate medical personnel.
- C) The privacy of the student and family must be protected, and knowledge that a student has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions, and they will be made aware of confidentiality requirements.
- D) Students who present a high risk of disease transmission may be temporarily excluded from school by the administration after consultation with the Student Assistance Team, the student's physician, parents, and/or their representative, school nurse, or the school's physician.
- E) A student might be considered at high risk if the student: exhibits behaviors that may spread the disease (e.g., biting, lacks toilet training or is incontinent) or has an open sore that cannot be concealed or hygienically covered, any of which could result in direct spreading of the condition or disease.
- F) During the time a student is excluded from the classroom, an appropriate alternative or adjustment to the student's education will be provided. The Student Assistance Team will review long-term cases at least monthly, or more often if necessary.

Employees' Communicable Conditions

- A) Any employee who contracts a communicable condition should report the same to the building principal who should, in turn, report to the Superintendent in a confidential manner. The Superintendent shall then consult with the employee and appropriate medical personnel to evaluate the medical and psychological condition of the employee. The Superintendent shall recommend reasonable accommodations so that the employee may continue in employment as long as the student is physically able to do so.
- B) The privacy of the employee must be protected, and knowledge that an employee has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions and will be made aware of confidentiality requirements.
- C) Employees who present a high risk of disease transmission will be temporarily excluded from work after consultation with appropriate medical authorities.

MEDICATION OF STUDENTS #5024

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

Medication must be labeled with the current prescription. Over-the-counter medication can only be given with a signed medication authorization form from the parent or guardian. Medication must be in the original container and clearly marked with the student's name. Medication administration must follow label instructions unless a physician's order is received. All medication is to be kept in the nurse's office.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Legal Reference: Neb. Rev. Stat. §§ 71-6718 to 71-6742; NDE Rule 59

STUDENT CELL PHONE AND OTHER ELECTRONIC DEVICES #6025

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

TEXTBOOKS

Textbooks are valuable learning aids for a student. Textbooks are provided for each student by the School District. In return, the School District expects the student to care for the textbooks in a careful manner. The students will be responsible for the condition of all textbooks, and may be fined for any excess damage to them. It is suggested that the students make book covers to help in preserving the condition of the books.

STUDENT LOCKERS

Each student will be assigned a locker. Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

SEARCHES OF LOCKERS AND OTHER TYPES OF SEARCHES

Student lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers and other such property may be conducted in the discretion of the administration.

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as practicable.
3. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

STUDENT VALUABLES

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary and safe-keeping. Even then, the school is not in a position to guarantee that the student's property will not be subject to loss, theft, or damage.

BUS OPERATION RULES AND REGULATIONS

Regular bus transportation shall be provided to designated stops on bus routes, outside city limits, within the school district. Occasional exceptions to regular bus schedules shall require prior administrative approval.

Those desiring a new regular stop designation shall complete a "Request for Bus Stop Designation" form, available from either school office.

For the purpose of this policy, a "new bus stop designation" shall be defined as a new physical stop location or a change in a student's regular bus stop location (i.e. a stop other than the student's residence, whether new or existing).

Criteria for the addition of a bus stop designation shall be as follows:

1) The stop location must be along a current bus route. *Note:* A person may submit a "Request for Bus Stop Designation" form, even if the requested stop is not currently on an existing bus route. These requests will be taken into consideration prior to the start of each school year, when new bus routes are being developed.

2) The new stop must not cause the bus route time to exceed sixty (60) minutes. Any bus route that exceeds sixty (60) minutes in length will not be allowed additional stop designations.

3) The addition must not cause the bus to exceed its maximum desirable capacity. The maximum desirable capacity for all buses shall be 80% of the maximum capacity stated on the bus. Any bus that exceeds 80% of the maximum capacity stated on the bus will not be allowed additional stop designations.

RULES WHILE RIDING THE BUS

1. The school bus driver is in complete charge of the school bus. As soon as a student enters the bus, they fall under the direction of the driver. Students shall cheerfully and promptly comply with driver's requests.
2. The driver may assign seats to the students.
3. Students shall not converse with the driver when the bus is in motion unless it is absolutely necessary.
4. Outside of ordinary conversation, classroom conduct shall be observed by all students. Smoking, excessive noise, obscene literature, language or gestures, scuffling, fighting, slapping, or littering are prohibited on school buses. Remember that loud talk, laughing, and other forms of misconduct may distract the driver's attention and an accident could result.
5. Students shall not throw waste on the floor and shall assist in keeping the bus safe and sanitary at all times.
6. Nothing shall be thrown out of the bus windows.
7. Students shall keep head and hands inside the bus at all times. No part of their body shall extend through the bus window at any time.
8. Students shall remain in their seats while the bus is in motion.
9. Students shall never tamper with the bus or any of its equipment. Any student who damages any part of the school bus will be removed from bus service. For minor violations of rules a student will be given a pink slip containing information about the violation. This slip must be signed by a parent/guardian before the student will be allowed back on the bus.
10. Students should report damage to the bus driver.
11. Students must be absolutely quiet while the bus is stopped for a railroad crossing.
12. Students shall not use the emergency door unless an emergency exists.
13. Students shall remain in the bus in cases of road emergency unless directed to do otherwise by the driver.
14. Students riding the morning shuttle bus from Beaver City, Orleans or Oxford are to be at the pick-up site by 7:45 and no earlier than 7:35, **as the bus leaves for Southern Valley at 7:50 a.m.**

TRAFFIC VIOLATIONS

Anyone who passes a school bus from either direction while it is stopped and has lights flashing and the stop arm extended will be reported to the sheriff of that county.

Anyone that passes a school transportation vehicle in a marked “no passing” zone will be reported to the sheriff of that county.

EXTERNAL SCHOOL FUND DRIVES

Due to the proliferation of using school age children to raise funds for other than school related projects, the school will no longer sponsor or assist in these fund drives. We will post a poster listing who to contact for local sponsored fund drives.

ACTIVITY TICKETS

Student activity tickets for admission to all school sponsored activities (not to include any tournament) may be purchased for \$20.00 for students grades 1 - 6. Adult activity tickets - \$55.00. Family activity tickets - \$105.00.

Golden age passes are available free to anyone 62 and older - just visit us at school.

Gate prices will be \$5.00 for adults and \$4.00 for students

PARENT TEACHER CONFERENCES

The dates for the Parent/Teacher Conferences will be listed in the school calendar.

FIRE DRILL

Fire drills will be conducted regularly as required by the State Fire Marshal. Students are to walk quietly and orderly, evacuating the building via the nearest designated route.

Anyone caught setting off a false alarm may be suspended from school pending a hearing with the school board. Possible legal action may also be taken if deemed necessary.

BUS EVACUATION DRILL

The governing authority of this school will provide, at least twice during each school year to each pupil who is transported in a school bus, instruction in safe riding practice and participation in emergency evacuation drills.

TITLE IX

The Southern Valley School, pursuant to P.L. 92-318, as amended, and all applicable requirements imposed by or pursuant to Part 86, has agreed that it will: *Insure that no person shall, on the basis of gender, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.*

COPY MACHINE

Copy machines are available for teacher use only.

SECTION 2

**Jr. Sr. High School Information
for 7 - 12 students**

**SOUTHERN VALLEY
PUBLIC SCHOOLS**

ACADEMICS

GRADUATION REQUIREMENTS

All students in Grades 9-12 must be registered for at least seven classes each semester. Any deviation from the above must be recommended by the administration. For a student to be able to participate in or receive a Southern Valley High School diploma at commencement exercises, all requirements for graduation need to be finished prior to the official commencement exercise.

Each High School student must complete a total of 280 semester hours of credit for graduation. Within the 280 hours of credit necessary for graduation at least 180 hours must be in the academic areas and 10 credits in physical education.

The following coursework is required of each high school (9-12) student:

English - 40 credits or 8 semesters

Social Science - 30 credits (American History and American Government are required) or 6 semesters

Mathematics - 30 credits OR 6 semesters (all juniors will be enrolled in a Math class)

Science - 30 credits Physical Science and Biology are required) or 6 semesters. Other Science classes may be substituted on administrative approval when students transfer to Southern Valley Schools from another school. (all juniors will be enrolled in a Science class)

The required coursework, listed above, totals 130 hours. Thus, each student may select the remaining 110 hours of coursework from the elective courses available in the curriculum.

Special Education students must meet the requirements of their I.E.P. (Individualized Educational Plan).

One credit hour per semester will be allowed for office assistant, library assistant, or assistant to an individual teacher.

Community is important at Southern Valley and all graduating students will be required to complete 40 service hours from the time of their Freshman year to the end of their Senior year completing 10 hours per year to a total of 40 hours for all four years. The 2022 class must complete 30 service hours and the 2023, 2024, and 2025 classes must complete 40 hours, and the 2024 class must complete 40 service hours before graduating from Southern Valley Public Schools. All service hours must be documented and signed by the supervisor of the service project and turned into the Secondary Principal for validation of service. All service hours will be turned into the Principal and documented.

The stated graduation requirements are the minimum acceptable; most of our students surpass them. Each student shall be required to attend school for eight semesters and complete the prescribed coursework to receive a diploma.

COURSE LOAD-GRADES 9-12

The required course load is 35 semester hours a semester. Each subject carries 5 semester hours unless otherwise stated.

HONORS PROGRAM

Southern Valley High School offers an Honors Program for students who want to challenge themselves academically. Southern Valley offers eleven Honors courses as part of the Honors Program. Honors courses must meet or be in the process to meet Dual-Enrollment status or be a prerequisite of a Dual-Enrollment course. Courses offered at accredited colleges and universities that are not offered at SVHS may be considered a part of the Honors Program but will not count into the student's GPA. These courses must be **approved** by the Principal and Counselor of Southern Valley by submitting a College Transcript with the grade of the course(s) being a B or higher.

Southern Valley's Honors Program Courses- Pre-Calculus, CB English 11, College Algebra, College Calculus, CB English 12, CB English 101/102, Anatomy, Chemistry, Art 101/102.

In order to graduate with Honors, a student must complete at least 5 or more Honors courses and maintain a 3.80 GPA or higher.

Students that take honors courses starting the 2019-2020 school year will use the current grading scale for Honors courses and will remain on a 4 point GPA system.

HONORS PROGRAM DIPLOMA

Starting the 2022-2023 school year students may graduate with an Honors Diploma. In order to graduate with an honors diploma, a student must have taken at least 5 honors courses and maintained a 3.80 GPA or higher. Only Honors Diploma students will be considered when determining the top 10% of each class.

HONORS PROGRAM PREREQUISITES

- ★ Pre-Calculus- must have earned a C or higher in Algebra 2
- ★ College Algebra- Must have earned a B or higher in Algebra 2, or a C or higher in Pre-Calculus, or meet College Readiness Standards and teacher recommendation.
- ★ College Calculus- must have earned a C or higher in Pre-Calculus
- ★ CB English 11- must have earned a C or higher in English 10
- ★ CB English 12- must have earned a C or higher in CB English 11
- ★ CB English 101/102- must have earned a C or higher in CB English 11

- ★ Anatomy- must have earned a C or higher in Biology
- ★ Chemistry- must have earned a C or higher in Biology
- ★ Psychology/Sociology- must be approved by the Social Studies Department and Secondary Principal
- ★ Art 101/102- must be approved by the Art Department and Secondary Principal
- ★ Music 101/102- must be approved by the Music Department and Secondary Principal

DUAL-CREDIT PRE-REQUISITES

- ★ The student must have a 3.0 GPA or higher or Administrative Approval by the Secondary Principal
- ★ College Algebra- Must have earned a B or higher in Algebra 2, or a C or higher in Pre-Calculus, or meet College Readiness Standards and teacher recommendation.
- ★ College Calculus- must have earned a C or higher in Pre-Calculus
- ★ CB English 101/102- must have earned a C or higher in CB English 11
- ★ Psychology/Sociology- must be approved by the Social Studies Department and Secondary Principal
- ★ Art 101/102- must be approved by the Art Department and Secondary Principal
- ★ Music 101/102- must be approved by the Music Department and Secondary Principal

SOUTHERN VALLEY LATIN HONOR SYSTEM

In addition to having an honors diploma, Southern Valley schools will honor graduates using the Latin honor system.

Summa Cum Laude

Students with a 3.90-4.00 GPA based on the 4.0 scale.

Magna Cum Laude

Students with a 3.80-3.89 GPA based on the 4.0 scale.

Cum Laude

Students with a 3.50-3.79 GPA based on the 4.0 scale.

Graduation Ceremony Speakers

Every year at graduation, those who qualify for Summa Cum Laude will be given the honor of preparing and delivering a speech during the ceremony. There will not be a limit to the number of speakers. If no one qualifies for Summa Cum Laude, then the two graduates with the highest GPA will be given the honor of speaking.

For those who qualify for Magna Cum Laude, two graduates will be drawn at random to deliver the welcome and the closing. If there are not enough students who qualify, the 3rd and 4th highest GPA will be given the honor to fulfill these roles.

****GPA will be rounded to the nearest hundredth in all situations. An example: 3.795 will be rounded to a 3.80. But a 3.794 will be rounded to a 3.79.

HIGH SCHOOL EQUIVALENCY DIPLOMA

Any student withdrawing from school and entering the Armed Forces or dropping out of school shall not be granted a Certificate of High School Equivalency by the school system. These requests will be referred to the State Department of Education, and if the student is able to meet all the qualifications, the Certificate of Equivalency will be granted by the State Board of Education.

The Board of Education will accept a student's make up credits for any school year if they are received from a state accredited high school, University of Nebraska Continuing Education, Odysseyware, or any other approved institution.

CERTIFICATE OF ATTENDANCE

Those students who are unable to pass the academic requirements of the school may receive a Certificate of Attendance at the end of their fourth or fifth year as recommended by the Administration and approved by the Board of Education.

JUNIOR HIGH REQUIREMENTS

Requirements for promotion of Junior High Students are listed as follows:

3 semesters each of Math, English, Social Studies and Science

Seventh Grade will have one choice of several electives offered per quarter to fill their schedule.

Eighth Grade will have one choice of several electives offered per semester to fill their schedule

The administration has the authority to make exceptions to the requirements for promotion.

ACADEMIC BANQUET

Southern Valley Public Schools will hold an Academic Banquet at the conclusion of the school year. The banquet will be a catered dinner that is open to all public with the purchase of a ticket. All students being recognized at the banquet will be admitted free along with two guests of their choice. At the banquet, there will be a guest speaker. The criteria for being honored at the banquet is that a 7-12 grade student must be on the Honor Roll of Distinction for the first semester and third quarter. Honorees will receive a medal and have their picture taken with the guest speaker, pictures will be framed and given to the honoree.

HONOR ROLL

The honor roll, which is divided into two categories, is designed for those students who distinguish themselves scholastically. Honor roll with distinction - Grade point average of 95.0 or better. Honor roll - Grade point average of 90.0 to 94.9. **A student receiving a grade below an 82% in any class is not eligible for the Honor Roll.**

DROP AND ADDS

A student in Grades 9-12 may drop and add a course during the first week of each semester. Contact the guidance counselor for a drop and add form which requires the permission of your parents, the principal, and teacher(s) involved in the change of schedule. If a student requests to drop a class after the first week of school, the request will be accepted or not accepted at the discretion of the Administration. No credit will be given when a semester's work is not completed.

WEEKLY ELIGIBILITY REQUIREMENTS

All students in grades 7-12 will have a weekly eligibility requirement. A student will become ineligible if he/she is failing in **two** or more classes or have 3 or more missing assignments in one class. Teachers will turn in a list of students who are failing to the office by 9:00 a.m. on the last school day of the week and inform the student that they were placed on the ineligible list. The list will be finalized no later than 2:00 p.m. When a student becomes ineligible, they will not be permitted to participate in any school-sponsored events or activities for the upcoming week, which runs from Monday to the following Saturday. The eligibility list will not start until the week following the first ten days of each quarter. The activity sponsor will also inform the student that they are ineligible for competition that week. The student is allowed to practice that week and attend the activities.

PROGRESS REPORTS TO PARENTS

Progress reports will be sent to parents at midterm (4 1/2 weeks) of each quarter.

INCOMPLETE WORK

If a student receives an INCOMPLETE for a class for either a nine-week period or semester, the students will be given two weeks in which to make up the work. In case of illness which is of serious nature and which has caused the student to fall behind, the student may request an extension of time above the three weeks to make up the work. The Principal may waive the two-week period in case of illness. If the homework is not made up within the two weeks, a zero will be given as the grade.

HOMEWORK

In Jr.-Sr. High, homework is a necessity due to class load and the various activities that students participate in. More work may be required to be done at home for students who have been absent for illness. When an absence is anticipated, the school work should be completed prior to the absence.

WORK BASED LEARNING FOR SENIORS

Work based learning opportunities are for Senior students who work or intern for a business in an area of interest. Seniors may request a work based learning opportunity to the high school counselor or high school principal. The student must maintain a cumulative grade point average of a "C" or 80% and must be on target for graduation. If the student has been granted the work based learning opportunity, the student must fill out a work based learning contract that will be available in the counselor's office. The work based learning opportunity will release only Seniors in the program from

school on Mondays only to their work based learning opportunity throughout the school year and must complete a presentation about their experience.

COLLEGE VISITS

College visits are an important step towards successfully choosing a college that appropriately fits the student. Any approved college visit will be counted as an excused absence.

CHEATING

All cases of cheating in the classroom will be treated as follows: A report will be filed with the principal and the student will receive a "0". Any repetition of the act may result in loss of credit for the course

LIBRARY GUIDELINES

Students are encouraged to use the media center often to assist in classroom assignments and the individual pursuit of learning. Media center personnel will be happy to assist students in use of materials and equipment to do research. Students using the media center will respect the rights of other students by working quietly.

All media center materials and equipment must be checked out at the circulation desk before they are taken from the room.

The check out time length will be as follows:

Reference materials, including encyclopedias, may be checked out overnight or for the weekend. Students will need to check out reference materials at the close of the school day and return them before school starts the following morning.

Current magazines may be checked out overnight or used in the media center.

Back issues of magazines and vertical file materials may be checked out for one week.

Books may be checked out for two weeks.

Records, videos, cassettes, and other audio visual items may be checked out for one week.

A fine of \$.05 per day will be charged for overdue media center materials. Students must pay all fines and return all overdue materials at the end of each nine week period before they will be allowed to check out additional materials. This does not exclude students from using materials in the media center.

The cost of lost library materials will be the replacement cost for books and \$5.00 for magazines. Students may lose their media center privileges for the destruction of magazines, books, or other media center materials.

If students cannot locate the information which they need in the Southern Valley Media Center, they are encouraged to ask media center personnel to try to locate the materials through Interlibrary Loan, First Search, or other services which may be available. Security materials through Interlibrary Loan usually require from ten days to two weeks, so students need to ask for these services with this time requirement in mind.

ATTENDANCE

Regardless of the reason for any absence, a written note by the parent or a parent phone call must be presented to the office to ensure the safety of the student(s).

Section 79-201 of the Nebraska School Laws requires that every child between the ages of six and eighteen be enrolled in and regularly attending school each day that such school is in session except when excused by school authorities. The Statutes of Nebraska states that it is the responsibility of the parent to see that their children attend school.

ATTENDANCE POLICY FOR 2022-2023 SCHOOL YEAR

Students may have 10 absences per class per semester without a credit penalty. After 10 absences per class per semester, they will lose credit for the semester.

5 absences – A letter will be sent notifying the student and parents.

8 absences – Parents will be called and the county attorney will be contacted.

11 absences – Students will lose credit for the semester and the county attorney will be contacted.

A student or their parents may ask for a meeting in writing and an academic committee will hear their case. The academic committee will consist of the principal, counselor, superintendent, and board member.

ATTENDANCE OFFICER

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

TRUANCY

A student who engages in excessive or unexplained absences may be considered truant as per state law, Neb.Rev.Stat. § 79-201- § 79-210. Truancy is a violation of school rules.

Students will be considered absent and truant if they are absent without the consent or knowledge of a parent (guardian) or if they are absent for a reason that is not excused by the administration (Ex. court appearance is excused).

If the child continues to be or becomes habitually truant, the attendance officer (Principal) shall serve a written notice to the student violating the compulsory attendance statutes, warning him or her to comply with its provisions. The Principal and/or Superintendent shall file a report with the county attorney of the county in which the person resides.

MAKE-UP SLIP PROCEDURES FOR STUDENT ABSENCES

If an absence is excusable, work must be made up to receive credit. Students are given two days of makeup time for each day missed (twice the time). Regardless of the reason for any absence, a written note by the parent or a parent phone call must be presented to the office. If the parents know that a son/daughter will be absent from a school specific day, they should notify the school so the student can be given an “advanced make-up slip” and assignments can be given to the student before his/her absence.

TARDY TO SCHOOL OR CLASS

Students will be considered tardy to class if they are not seated in their assigned classroom when the tardy bell rings. Students that are tardy to any period will be subjected to the six-step tardy process.

-The Six-Step Tardy Process for a student's tardiness per period per semester.

- 1) **1st tardy** - The student will be conferenced by the teacher and the teacher will log the entry on PowerSchool under the student's "Log Entry" section.
- 2) **2nd tardy** - The student will be conferenced by the teacher and will have 48 hours to serve 10-minute detention with the teacher they are tardy for. The teacher will log the entry on PowerSchool under the student's "Log Entry" section.
- 3) **3rd tardy** - The student will be conferenced by the Principal and will have 48 hours to serve 20-minute detention before or after school in the box. The Principal will log the entry on PowerSchool under the student's "Log Entry" section.
- 4) **4th tardy** - The student will be conferenced by the Principal and will have 48 hours to serve 30-minute detention before or after school in the box. The Principal will log the entry on PowerSchool under the student's "Log Entry" section.
- 5) **5th tardy** - The student will be conferenced by the Principal and will serve a one-day In-School Suspension the next school day, will not participate in any school activities for the day of the in-school suspension, and the 5th tardy will turn into a 1-period absence for the student for that period they are tardy for. The Principal will log the entry on PowerSchool under the student's "Log Entry" section.
- 6) **5th+ tardy** - The student will be subjected to suspension for violating school rules/policy and will have that tardy turned into a 1-period absence for the student for that period they are tardy.

Students not making up the detention times throughout the six-step tardy process will be considered insubordinate and may face suspensions immediately.

If a student is more than 20 minutes late to a class period they will be considered absent and not tardy.

Students riding the bus to school may be tardy 1st period due to late arriving buses and will not be considered tardy.

PREGNANT and PARENTING STUDENTS

For more information refer to School Policy #5008 on sveagles.org website

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

DETENTIONS

Detention shall be used for the following purposes: 1) tardies, 2) too many absences, 3) violation of school rules.

A teacher or an administrator may assign detention. Detentions will be served with the person who assigned the detention or in the school office.

Parents are responsible to transport students from the school after the detention is served if the student misses a bus, etc. Bus riders who need to make arrangements for transportation may do so in the office with permission.

Detentions must be served the week they are assigned.

IN-SCHOOL SUSPENSION/DETENTION RULES (ISS)

1. No Sleeping
2. No laying or sitting on the floor.
3. No electronic devices without administrative approval.
4. You are on camera.
5. One bathroom (drink) break in the morning and one in the afternoon. Ask for permission to take the break.
6. No magazines that are not school assignments.
7. Lunch will be brought to you and your tray will be picked up. No other food is allowed.
8. No putting “hoodies” over your head.
9. Unless it is an emergency you are not to leave this room unless given permission.
10. All normal school rules apply.
11. Breaking any rules stated above will result in another day of ISS.

LAW VIOLATIONS

Cases of law violations or suspected law violations by students will be reported to the police and to the student’s parents or guardians as soon as possible.

When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken. When a minor has been taken into custody as a victim of suspected child abuse, the principal or other school official shall provide the peace officer with the address and telephone number of the minor’s parents or guardian.

DAILY CONDUCT

DRESS CODE FOR SCHOOL

Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or undergarments:
 1. No buttocks (crack or cheeks), No cleavage, No midriffs
 2. No spaghetti straps, No off the shoulder tops, No sagging pants, No short shorts or skirts.
- b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs or which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar language.
- c. Hats and headwear can be worn on Fridays with expectation they will be removed when requested. (Ex: During the Pledge of Allegiance, when attending a special assembly, or when asked by a teacher or administrator).

All staff members have the authority to send students in violation of the dress code policy to the office. The administration will have the final authority in determining the appropriateness of any student attire. Continual violations of the dress code will result in disciplinary actions under paragraph A.4a (14) of this policy.

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

Coaches, sponsors, or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups, or students who are representing the school as part of an extracurricular activity program.

Consequences:

Level One Offense – Change clothes immediately

Level Two Offense (Not complying with a request by the teacher or staff member) – change clothes immediately and notify parents

Level Three Offense (Multiple referrals) – Insubordination with in-school suspension

PDA – PUBLIC DISPLAY OF AFFECTION

PDA will not be permitted. Such conduct includes: holding hands, kissing, or any other types of affection that would be considered inappropriate or an undue distraction to others. If students are caught doing such actions or similar actions that are not appropriate, they will be reported to the administration and discipline may/will occur.

ANNOUNCEMENTS

Announcements are to be given to the secretary exactly as you wish to have them worded. All student announcements are to be approved by a sponsor/teacher and principal before they will be added to the daily announcements.

LEAVING THE SCHOOL GROUNDS

Students are not to leave the school grounds during the regular class schedule. This includes leaving the building to go to the parking lot. If an emergency arises and it becomes necessary for you to leave the grounds, you must obtain a pass from the principal's office and the student's parents will be notified. Any violation of this rule will result in a conference with the student and his/her parents. Subsequent action following the conference will be at the discretion of the Principal.

SIGN IN/SIGN OUT

Any time a student leaves the school grounds they are to sign out in the front office stating what time they left and where they were headed. If they return that same day they are to sign back stating what time they checked back in. This will allow the office to know where the student is if somebody would be looking for that student. This also applies when students receive permission to go to their vehicle in the parking lot.

LUNCH PERIOD

Southern Valley School will be a closed campus and students will not be allowed to leave the campus area during the lunch period.

HALLS

Students are asked to remain quiet in the halls during passing to and from classes and are not to run or act in a manner which might endanger the welfare of other students.

FIELD TRIPS

Field trips and similar activities are considered part of the instructional program of the school. Students are expected to be in attendance and participate as a regular school day. Parent permission forms are required as a means of notification when we take students beyond the district boundaries.

ACTIVITY TRIPS “PARENT PERMISSION”

Students who ride school buses to school sponsored activities MUST return to the school on the bus. The only exception will be when a student rides home with his parents. The parent must sign the student out on the designated sign-out sheet for the student to ride home with the parent. In special circumstances where the student will have to ride home with someone besides the parent permission must be obtained prior to the event by the parent with the Activities Director. In emergency situations it can be done at the event with the approval of the Administrator on duty.

SOUTHERN VALLEY JH/HS STUDENT COUNCIL/LEADERSHIP TEAM

Southern Valley will have a separate Student Council/Leadership Team for Junior High and for High School. Being a member of this team will count as required yearly community service for all members that participate in all Southern Valley Student Council/Leadership Team activities. The team will consist of the following:

High School

Seniors - 3 must have at least one representative that is male and female
Juniors - 4 must have at least two representatives that are male and female
Sophomores - 3 must have at least one representative that is male and female
Freshman- 3 must have at least one representative that is male and female

Junior High

8th Grade - 4 must have 2 males and 2 females
7th Grade- 4 must have 2 males and 2 females

Student Council/Leadership Team will have the following role:

- Determine and drive school initiative in our school and community
- Meet once monthly
- Plan and execute a school wide event monthly
- Each member of the High School must attend one school board meeting
- Each member must attend all Student Council Leadership Workshops
- Plan and execute all Homecoming events
- Plan and lead Southern Valley Community Service Day
- Plan and schedule Assemblies and Pep Rallies
- Determine all dress up days for students and fans during events

SCHOOL DANCE AND SOCIAL FUNCTIONS

The school sponsors activities for the benefit of the students. Students are to adhere to the following guidelines:

1. Students are to treat chaperons with respect.
2. Once you enter a dance you may not leave and come back.

3. When the dance is school sponsored, all policies, rules and regulations of the school district will be applicable.
4. Junior High students are not permitted to attend Senior High dances unless otherwise noted.
5. Hours: All dances will end at 12:00 midnight (Possible exception -- Homecoming and Prom)
6. All dances are restricted to Southern Valley High School students and their dates.
7. All rules applying to school activities are applicable to school dances.
8. Each dance or social function sponsored by the school must have an adult sponsor.
9. Out of town and out of school guests must be approved by the Principal. Guests must be 20 years old or younger to be considered.
10. Breathalyzers will be used at the discretion of Administration for admittance to all school dances and social functions.

FUNDRAISING ACTIVITIES

Each class will have the opportunity to participate in fundraising activities. All fund raising activities must receive a prior approval of the sponsor and the principal before they are undertaken.

ACTIVITIES PROGRAM

The activities program of the Southern Valley Schools is an intricate part of the curriculum, open to any student who is eligible and willing to sacrifice the time and give the extra effort required. The Southern Valley philosophy is to perform up to our capability with no excuses should our best fall short on a particular occasion. Please take the time to carefully choose those activities that you will be totally committed to and then join in, work hard, learn, and have fun.

STUDENT FEE

Students in grades 7-12 involved in any extracurricular school activity will be assessed an activity fee of \$20.00. This fee will allow the student admission to all home activities except RPAC tournaments, tournaments sponsored by local clubs, and NSAA sub-district events. The activity fee will be used to support the activity programs at Southern Valley High School.

STUDENT FEES POLICY

The Board of Education of Southern Valley Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The

District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the 2019-2020 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items and miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Projects. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has

more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject to payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities--Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities--Fees for participation. Any fees for participation in extracurricular activities for the 2022-23 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests

copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the student's files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. 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 and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced-price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

Annually the school board shall hold a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing will follow a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the current school year.

Legal References:

Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)

Neb. Constitution, Article VII, section 1.

Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)

Neb. Rev. Stat. §79-2,104 (student files or records)

Neb. Rev. Stat. §79-715 (eye-protective devices)

Neb. Rev. Stat. §79-737 (liability of students for damages to school books)

Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)

Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

SOUTHERN VALLEY JR SR HIGH SCHOOL

BELL SCHEDULE

Monday through Thursday

<u>TARDY BELL</u>	<u>CLASS OUT</u>	<u>PERIOD</u>
8:20	9:07	First Period
9:07	9:54	Second Period
9:54	10:41	Third Period
10:41	11:28	Fourth Period
11:28	12:15	Fifth Period
12:15	1:24	Study Hall
1:24	2:11	Sixth Period
2:11	2:58	Seventh Period
2:58	3:45	Eighth Period

Group 1: Lunch 12:15-12:43	Study Hall 12:43-1:24
Group 2: Study Hall 12:15-12:56	Lunch 12:56-1:24

SOUTHERN VALLEY JR SR HIGH SCHOOL

BELL SCHEDULE

Friday

<u>TARDY BELL</u>	<u>CLASS OUT</u>	<u>PERIOD</u>
8:20	9:05	First Period
9:05	9:50	Second Period
9:50	10:35	Third Period
10:35	11:20	Fourth Period
11:20	12:05	Fifth Period
12:05	1:15	Sixth Period
1:15	2:00	Seventh Period
2:00	2:45	Eighth Period

Group 1: Lunch 12:05-12:30	Class 12:30-1:15
Group 2: Class 12:05-12:50	Lunch 12:50-1:15

SECTION 3

Elementary School Information for K - 6 students

**SOUTHERN VALLEY
PUBLIC SCHOOL**

THE SCHOOL DAY

The school day for elementary students will be from 8:25 a.m. to 3:41 p.m.

Upon arrival at school, students are to enter the building and report to the gymnasium or to the commons, for those students that are planning on eating breakfast. Unless prior arrangements have been made, all students will be directed to their bus for transportation back home or their community stops at the end of the school day.

NOTE: Students are under the supervision of the teacher, assigned teacher, or playground supervisor, and are responsible to each of them.

TARDY POLICY

The school strives to teach promptness. Students are required to be at school by 8:22 a.m. A student entering school after **8:30 a.m. or 12:15 p.m.** will be counted tardy.

Tardiness to school may result in detention time after school. Attendance, tardiness and absence records are kept by the individual classroom teachers and recorded into Powerschool. Repeated problems with these areas are referred to the building principal. If problems occur parents will be contacted by telephone.

ABSENCES

If a child is going to be absent from school, parents are expected to call the office between 8:00 and 9:00 a.m., explaining the reason the child will be absent. The reason for the absence must be verified by a phone call or a written excuse, brought back with the child upon return with the date(s) and reason(s). Students who do not have a written excuse will be sent to the office to explain to the principal.

Students needing to leave the building during school hours must be picked up by a family member. Students who leave prior to 10:00 a.m. in the morning session and 2:00 p.m. in the afternoon session due to illness, doctor's appointments, etc. will be counted absent for 1/2 day during that session. Similarly, students who leave after 10:00 a.m. in the morning session or 2:00 p.m. in the afternoon session due to illness, doctor's appointments, etc. will be counted as leaving early during that session. On shortened day schedules, if a student is gone for more than 1/2 of the session, they are counted as absent for that session..

ATTENDANCE OFFICER

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

TRUANCY AND TARDINESS

The Student Discipline Policy regarding truancy and tardiness will be followed. In accordance with Nebraska Law (Chapter 79), the administration of the Southern Valley Elementary Attendance Centers will report to the appropriate County Offices any student who is found to be truant from school.

PERFECT ATTENDANCE

While we give an award for this achievement, we do not want students to attend school when they are ill. The attendance award includes no tardies or early dismissals from school.

SCHOOL ENTRANCE AND REGISTRATION - KINDERGARTEN

Preschool registration for children entering kindergarten is held each spring. Letters stating the specific day and time are sent to parents of pre-kindergartners and notices are placed in the local newspaper. All students entering kindergarten in the Nebraska schools must have reached their fifth birthday before the 31th of July.

During pre-registration, the dates and time for kindergarten roundup will be announced. Specific screening of students must be requested at this time by the parent

REGISTRATION FOR NEW PUPILS OTHER THAN KINDERGARTEN

Parents of new pupils must complete the enrollment forms which are available in the building office. Parents of incoming pupils will be asked to sign a form to permit the school to obtain records from the previous school.

STUDENTS MOVING FROM THE DISTRICT

If you anticipate moving out of the district, please notify your child's teacher as soon as possible. Early notice of an impending move will enable the classroom teacher to assist in making the change smooth, academically and emotionally.

COMMUNICABLE DISEASES

Students showing any symptoms of a contagious disease at school must, by State Statute 79-4,177, be sent home pending a report from the student's personal physician. Fevers, sore throats, coughs, and skin rashes are signals for parents to consider keeping their children home (see section 1, page 48).

HOMEWORK

As a general rule, the amount of homework ranges from basically none at kindergarten to some each evening at the sixth grade level. Most homework is limited to that work that a student does not complete during the school day. It grows to prepare the students for Southern Valley Jr. Sr. High, where homework is a necessity due to class load and the various activities students participate in. More work may be required to be done at home for students who have been absent for illness. When an absence is anticipated, the school work should be completed prior to the absence.

DRESS CODE FOR SCHOOL

Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or undergarments:
 1. No buttocks (crack or cheeks), No cleavage, No midriffs
 2. No spaghetti straps, No off the shoulder tops, No sagging pants, No short shorts or skirts.
- b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs or which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar language.
- c. Hats and headwear can be worn on Fridays with expectation they will be removed when requested. (Ex: During the Pledge of Allegiance, when attending a special assembly, or when asked by a teacher or administrator).

All staff members have the authority to send students in violation of the dress code policy to the office. The administration will have the final authority in determining the appropriateness of any student attire. Continual violations of the dress code will result in disciplinary actions under paragraph A.4a (14) of this policy.

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

Coaches, sponsors, or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups, or students who are representing the school as part of an extracurricular activity program.

Consequences:

Level One Offense – Change clothes immediately

Level Two Offense (Not complying with a request by the teacher or staff member) – change clothes immediately and notify parents

Level Three Offense (Multiple referrals) – Insubordination with in-school suspension

LOST AND FOUND

Each student should check at the office to recover lost articles or to turn in articles that are found.

ACTIVITIES AND SCHOOL GROUND RULES

Unacceptable behavior, such as running, throwing items, etc., will not be tolerated at any school functions on the school campuses. Students are reminded that there will be no playing on the football field or in the end zones at games. Students are also reminded that there will be no running across the gym floor during the volleyball and basketball seasons. Students must be on their best behavior when attending any school sponsored event. Let's represent our school with pride!

The primary purpose of developing rules regarding the playground is to eliminate or reduce playground accidents. Remember, students are under the supervision of the teacher, assigned teacher, or playground supervisor and are responsible to each of them.

Snowballing on school property is prohibited.

FIELD TRIPS AND FIELD DAY

Field trips and similar activities are considered part of the instructional program of the school. Students are expected to be in attendance and participate as a regular school day. Parent permission forms are required as a means of notification when we take students beyond the district boundaries.

The district provides transportation only for students on a school sponsored activity. Students who ride school buses to school sponsored activities **MUST** return to the school on the bus. The only exception will be when a student rides home with parents. The sponsor must be contacted by the parent before this exception to the rule can be allowed.

SUPPORT PROGRAMS

The following programs are available through the Southern Valley School District to assist an eligible student with developing identified skills.

Title 1 - This is a federally funded program which is offered to students in grades K-6 who have specific academic needs in the areas of Reading and/or Math. The program is designed to help each student gain and retain basic skills in either or both of these areas.

Special Education and Related Services – These services are offered to students Pre-K through 21 who have been found eligible for specially designed instruction to meet their academic and functional needs.

Counseling – Counseling service is provided to individuals and groups. Individual counseling may be requested by the teacher, parent or student themselves.

PARENTAL AUTHORIZATION AND RELEASE FORM TO DISPLAY STUDENT WORK

The undersigned(s) is/are the parent(s), guardian(s), or person(s) ("parent") in charge of _____ ("the student (s)").

The School District has requested authorization from the parent of the student to display the product of the student's school related academic, athletic, musical and/or art work product in public places, including, but not limited to, school buildings and functions, public places in the community, school, local, state and national publications, and on the web page produced and operated by the School District. Upon consideration of the request of the School District:

☐ I/We hereby authorize the School District to display the product of the student's school related academic, athletic, musical and/or art work product in public places, including, but not limited to, school buildings and functions, public places in the community, school, local, state and national publications, and on the web page produced and operated by the School District; and further I/We hereby waive any claims regarding copyright to the student's school related academic, athletic, musical and/or art work product, and hereby release the School District and the Board of Education of the School District and all employees, agents, and representatives of the School District from any liability concerning the posting of the student's work on the School District's web page.

☐ I/We DO NOT authorize the School District to display the product of the student's school related academic, athletic, musical and/or art work product in public places, including, but not limited to, school buildings and functions, public places in the community, school, local, state and national publications, and on the web page produced and operated by the School District.

NOTICE CONCERNING DISCLOSURE OF STUDENT RECRUITING INFORMATION

The No Child Left Behind Act of 2001 requires Southern Valley Schools to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that Southern Valley Schools not provide this information (i.e., not provide the student's name, address, and telephone listings) to military recruiters or institutions of higher education, without their prior written parental consent. Southern Valley Schools will comply with any such request.

I/We DO ☐ DO NOT ☐ authorize Southern Valley Schools to provide secondary school student's names, addresses, and telephone listings to military recruiters or institutions of higher education.

**SOUTHERN VALLEY SCHOOL
STUDENT HANDBOOK AGREEMENT
2023 - 2024**

This signed form verifies that the students and parents or guardians authorize or do not authorize the display of student work and authorize or do not authorize providing secondary student's names, addresses, and telephone listings to military recruiters or institutions of higher education.

I/We have read the Southern Valley Schools, "Acceptable Use Policy" regarding the school's technology systems (page 38-40) and will abide by their particulars and intent. I understand any violation of the policies will lead to the loss of my privilege to use any or all technology systems including use of the Internet.

I/We have received and read a copy of the 2023-2024 school year student handbook which includes policies of No Child Left Behind, Title VI and VII, and Title IX, Section 504, Americans with Disabilities Act of 1990, and the Nebraska Equal Opportunity in Education Act, Compliance with LB 503, rules for which students are subject to disciplinary action, the new drug and alcohol policies mandated by the Federal Government to be in compliance with P.L. 101226 (Drug Free Schools and Communities Act), and other rules and regulations of the schools. By signing this agreement you agree to our drug testing policy should you participate in any school related activities. This handbook is to assist parents and students in understanding of the school policies including the Fee Waiver Policy, Activities Policy and NSAA regulations.

Dated this _____ day of _____, 2023.

Parent/Guardian Signature

Names of students in family	Grade Level	Student Signature (required)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2023 - 2024

***SOUTHERN VALLEY
SCHOOL DISTRICT #540***

Teacher's Handbook

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INTRODUCTION

The purpose of this handbook is to assist you during your tenure with the Southern Valley School District. It most certainly will not answer all of your questions, but some basic points are clearly stated. The Board of Education has a written and adopted set of board policies -- a copy of these policies, and the administrative rules and regulations are available to the staff. It is strongly suggested that each teacher read the board policies and administrative rules and regulations. These will also assist you in understanding how our school district functions.

All questions and/or problems cannot be covered in this handbook, the board policies, or the administrative rules and regulations. When you are in a situation not covered by the policies, rules and regulations, or this handbook, arrange a conference with your principal or the superintendent.

The Southern Valley School District does not discriminate on the basis of race, color, national origin, gender, marital status, disability, or age in admission or access to, or treatment of employment, in its programs and activities. The following person has been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination: Superintendent Bryce Jorgenson, 43739 Highway 89, Oxford, NE 68967, (308) 868-2222.

Board of Education

Ryan Hunt – President
Steve Hunt- Vice President
Todd Brown - Secretary
Craig Baily - Treasurer
Mike Taylor - Member
Mike Stalder - Member

Administration

Bryce Jorgenson – Superintendent
Josh Lanik – 7-12 Principal
Mark Grove – PK-6 Principal
Ashley Blickenstaff -- Athletic Director

Classified Staff

Dana Gesick – Secretary/Business Manager
Pam Wessels – Jr/Sr High Secretary/AD Secretary
Margaret McInturf – Elementary Secretary/Lunch Coordinator

Ashley Billeter -- School Nurse
Amy Russell – Elementary Library Aide
Amanda Adams -- Paraeducator
Joanna Chesterman – Paraeducator
Linda Culver -- Paraeducator
Samantha Ehrke – Paraeducator
Adrianna Frerichs – Paraeducator
Tina Hutchens -- Paraeducator
Gloria Kimball -- Paraeducator
Ellen Kuhl -- Full Time Sub
Georgia Mroczek -- Paraeducator
April Reaves -- Paraeducator
Lucinda Smith – Paraeducator
Gerald Utterback – Paraeducator
Ali Vacura – Paraeducator

Jr. Sr. High School Staff

Bryce Jorgenson – Superintendent
Josh Lanik - - - Principal 7-12
Ashley Blickenstaff - - - Athletic Director
Justin Adams - - - Social Studies
Dexter Becker - - - Physical Education/Weight Training
Ashley Blickenstaff - - - English/Drama
Joey Bose - - - Math
Kristi Bose - - - English & Media
Tina Brown - - - Special Education
Marjorie Damitog - - - Science
Linda Dannehl - - - FCS
Jeremy Epp - - - Social Studies
Jared Fausch - - - Computer Coordinator/LAN Manager
Chad Hamilton - - - Math
Stephanie Holste - - - Special Education
Jason Huerta - - - Spanish and Auto Mechanics
Melinda Hunt - - - 7-12 Guidance
Rebecca Jorgenson - - - Art
Anita Krejdl - - - Math
Garret Kreifels - - - Instrumental
Emily McDonald - - - School Psychologist
Richard McDonald - - - Science
Meredith McQuay - - - English & Journalism
Brad Reaves - - - Industrial Arts & Technology
Christen Reiman - - - Agriculture, Science, & Welding
Tabitha Stalder - - - Vocal
Joe York - - - Business Education

Elementary Staff

Bryce Jorgenson - - - Superintendent
Mark Grove - - - Principal
Danielle Schultz - - - Pre School
Jennifer Aerni - - - Pre School
Jordyn DeVries - - - Kindergarten
Morgan Huxoll - - - Kindergarten
DeAnna Ruskamp - - - First Grade
RayAnn Roskop - - - First Grade
Lacy Rice - - - Second Grade
Haley Reed - - - Second Grade
Courtney Amundson - - - Third Grade
Holly Hunt - - - Third Grade
Chelsey Sutton - - - Fourth Grade
Addison Johnson - - - Fourth Grade
Ali McCord - - - Fifth Grade
Glenna Miller - - - Fifth Grade
Jennifer Burns - - - Sixth Grade
Rena Brooks - - - Title I
Hennessey Lans - - - Special Education
Kim McQuiston - - - Special Education
Tricia Weatherwax - - - Guidance
Emily McDonald - - - School Psychologist
Amanda Lans - - - Speech Therapist
Emma Phillips - - - Speech Therapist
Kristi Bose - - - Librarian
Tabitha Stalder - - - Vocal Music
Garret Kreifels - - - Instrumental Music
Patty Hansen - - - Art
Ali Hosier - - - P.E.

Staff is provided, by Educational Service Unit #11, for special needs

Classified Staff

Denise Wiedel - Food Service Manager

Brenda Cook – Assistant Cook

Lena Jackson – Assistant Cook

-- Assistant Cook

Greg Huerta - Maintenance Supervisor

Kevin Harper – Custodian

Joshua Karash -- Custodian

Becky Robinson – Custodian

JayDee Wolzen - Custodian

Peg Wolzen – Part-Time Custodian

Leighton Schmidt – Transportation Director

Chloe Bennetts – Bus Driver

Fred Brown – Bus Driver

Todd Brown – Bus Driver

Chris Joppa -- Bus Driver

Tina Hutchens – Bus Driver

Janet Schmidt - Sp. Ed. Driver

Mike Schwanz – Bus Driver

Dennis Tegtman – Bus Driver

Don Vacha – Bus Driver

Kirk Einspahr -- Activity Driver

Ryan Hunt – Activity Driver

Mike Taylor – Activity Driver

SCHOOL CALENDAR 2023-2024

August 11 & 14	Teacher Workdays
August 15	First day for Students - Friday Dismissal
September 4	Labor Day -- No School
September 13	No School - Teacher In-Service (10:00 - 2:00) Parent Teacher Conferences (2:30-7:30 p.m.)
October 2	ESU 11 Teacher In-Service (no school)
October 13	End of 1st Quarter
October 16	Start of 2nd Quarter
October 27	Fall Break - No School
November 8	Teacher In-Service - Friday Dismissal
November 22	12:30 Dismissal
November 23-24	Thanksgiving Vacation
December 8	Wrestling Invite -- No School
December 21	End of First Semester (Friday Dismissal)
December 23 – 27	NSAA Moratorium
January 3	Teacher Workday -- No School
January 4	School Resumes
January 17	Teacher In-Service - Friday Dismissal
February 15	Parent Teacher Conferences (3:00-9:00 PM) (Friday dismissal for students)
February 16	Spring Break -- No School
March 6	End of 3rd Quarter
March 7 & 8	Spring Break -- No School
March 11	Start of 4th Quarter
March 29	Easter Break -- No School
April 1	Easter Break -- No School
May 4	Senior Graduation – 1:00 PM
May 6	SV JH Track Invite -- 12:30 Dismissal
May 15	End of Second Semester -- Last day of school
May 16	Teacher Workday

PERSONNEL POLICIES

Reports and Records

You will be asked to make certain reports and keep and maintain certain records for the office and the principal. Please attempt to get them in on time and correctly done. Your cooperation will increase the efficiency of the entire school.

Teachers Files

The administration, according to statute, maintains a file on each teacher. Contained in those files is a variety of information: the teacher's teaching certificate, transcript, employment data, teacher evaluations, teaching credentials, professional growth, and in limited occurrences, documentation of disciplinary or commendations episodes. Completed teacher evaluation forms and other documentation of teacher performance is only placed in the file if it has previously been shared with the teacher. Those files are accessible to each respective teacher. If a teacher requests access to his or her file, it shall be shared in its entirety. The only exception is if that teacher has requested letters of recommendation which were included as confidential. In such instances, the college credentials will be removed before the teacher is given the file to review. The administration maintains only one file on each teacher, and it is open to inspection by the teacher at any time. If you have questions about the content of your file, please inspect that file in the office.

Teachers Certificates

Certificates of new teachers should be registered with the Superintendent as soon as possible. All teachers must have an official transcript of credits filed in the school office.

Evaluations

The appropriate district administrator will evaluate tenured and probationary teachers as required by law and district policy. Additional evaluations, both formal and informal, may be conducted as the district administration deems appropriate.

Additional Hours

The deadline for placement on the salary schedule for additional hours earned in the summer will be September 1st. Hours earned following that date will apply for the following school year. All additional hours of credit require the superintendent's approval before movement will be allowed on the salary schedule.

Professional Growth

The Southern Valley School District #540 recognizes the significance of professional growth and shall encourage the continued growth and development of certificated personnel subject to the regulations adopted by the Board of Education.

Each tenured teacher shall have a six year professional growth period during which time the permanent staff member is required by statute to give evidence of professional growth. Each permanent staff member must submit evidence showing completion of acceptable professional growth activities totaling 24 points. Excessive points earned during one growth period may not

be carried over into succeeding professional growth periods.

Application for the approval of professional growth activities shall be made on the prescribed forms. A separate application shall be submitted for each activity for which growth points are requested.

Extra Duties

From time to time all teachers will be asked to assist with extra duties such as selling tickets at games or other events. Teachers have been very cooperative in the past, and it is sincerely appreciated. The administrator will make an effort to equalize the number of assignments.

Paychecks

Teachers shall be paid in twelve equal installments, unless requested otherwise. Payday is usually the 20th day of each month.

Absence Without Pay

If you find that you must be absent for reasons other than those listed, you may request permission to do so. Please refer to the master agreement between the SVEA and School Board to see how this will be handled.

Workmen's Compensation

All employees of this school are covered by workman's compensation. Should you sustain any injuries while on duty be sure to report it to the superintendent immediately so that proper claims can be made for any medical cost involved.

Teacher's Hours

Tardiness on the part of the teacher in reaching school or the classroom results in many problems. Promptness is also an indication of one's interest and professional attitude.

TEACHERS ARE TO BE IN SCHOOL AND AVAILABLE FOR STUDENT AND HALL SUPERVISION BY 8:00 A.M., and are to remain until 4:00 P.M. unless they have coaching or other duties.

Teacher Attire

As professionals, our certificated staff is requested to dress the part. Appropriate, professional attire is expected of our teachers and administrators. Blue jeans will be allowed for a fee on Friday's and some other special occasions. The attire of teachers and administrators does have an impact on the important interactions common in our business.

Preparation for Classes

Every child under your instruction has the right to expect you to be prepared every time you face the class. This is one of the best ways to gain and keep the respect of your pupils.

Preparation for Substitute Teachers

Substitute teachers will normally be hired to take the place of teachers absent from duty. Your lesson plans should reflect the fact that your substitute may have few, if any, hours in your subject area.

Each teacher should have the following items available at all times:

- a. Complete lesson plans
- b. Daily instructional schedule
- c. Current seating chart
- d. Fire drill procedures
- e. Special duties and directions to cover each individual class

Activity During School Days

When students are going to be absent from school for a school sponsored activity, the teacher/sponsor should duplicate a complete list of students who will be absent. This list should be turned in to the principal's office, in advance, so that it can be circulated to teachers. The teacher/sponsor will distribute a complete list of students to all Secondary Teachers, Principal, and Activities Director in advance to the school sponsored activity

Teacher Meetings

There will be teacher meetings held at the discretion of the building administrator. Other faculty meetings may be called when needed. All teachers are expected to attend unless they are absent from school. Teacher meetings are designed to be helpful and to promote understanding of education and the school system.

Leaving the Building

During the normal school day, excluding a teacher's lunch period, any faculty member who finds it necessary to leave the building should notify the Principal and if the Principal is not available notify the office personnel.

Testing System

All secondary teachers are to give final semester assessments unless excused by the administration.

Ethics

Loyalty is an integral part of most any code of ethics. If you work for an organization, support that organization. If there are things you cannot support, bring them out and discuss them with those in charge of the organization. Anything less than that will be considered unethical by the school; gossiping, talking behind one's back, or causing unrest with fellow teachers are undesirable examples.

Employee Compliance with Drug Free School Act Policy #1.32

Southern Valley School District #540 is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive workforce. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

In compliance with federal public law, our schools must notify employees and students that it is unlawful and, therefore, absolutely prohibited for any employee or students of the District to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

See definitions and procedures printed in the policy book located in the office of the Superintendent.

School Records

A cumulative record shall be maintained for each student from the time of entrance into school through the twelfth grade. Such records may be used only for the benefit, promotion, or welfare of the pupil. A separate confidential record shall be maintained for each student having records such as psychological reports; individual testing reports; medical records of a confidential nature; etc.

All material in each cumulative record and in each student record shall be treated as confidential and shall be directly accessible only to the professional staff of the school, to the student, to the student's parents or guardians, and to those persons who will use the information for the professional purpose of helping the student.

The student records are maintained under the direction and supervision of the building principal and counselor. All individuals responsible for working with students' records have an obligation to update these records and provide a continuous evaluation of the contents.

Student records information will not be released to individuals, agencies, or institutions unless the request is accompanied by a written consent from the student and the parent/guardian of a student under 18 years of age.

Records of handicapped students shall remain confidential in accordance with P.L. 93-380. This confidentiality shall apply to all personally identifiable data.

Report Cards and Parent Contacts

Report Cards are designed primarily to help pupils achieve the educational goals of the school system and secondly, to help parents understand the progress their child is making toward achieving the goals and objectives of the various courses.

No report card can convey complete understanding of the total school program or adequately explain the progress of every pupil. Conferences, letters to the home, and telephone conversations to the home must be made to supplement the report card. Whenever special contacts are made by a teacher with a student's home, please notify your building principal and maintain open and consistent lines of communication.

Whenever you make a contact with home concerning a student in academic difficulty, request that the parents make a return call to you later in that same grading period to check on the child's academic progress. This will shift part of the child's academic responsibility to the parent and improve the teacher's position at the end of the grading period if questions arise.

Grade Book

The PowerSchool program is the district's official means of recording and keeping accurate records of grades. A Grade Book can still be used by any staff member to keep a hard copy of their grades, however, it is not required.

It is acknowledged that in a staff of our size, there will be a variety of ways in which the grade book is kept. This is perfectly acceptable. However, regardless of the method used, the grade book must accurately contain at least the following information:

1. Complete class roster with all students names entered completely, accurately and in alphabetical order;

2. Record grades of all assignments that are used to determine quarterly and semester grades. Also, record total points possible for each assignment. When number or letter grades are given, be sure to give the numerical scale;
3. An explanation as to how a teacher arrives at his or her quarterly or semester grades is also to be noted.
4. Grades are to be recorded via PowerSchool on a weekly basis. **Grades are to be updated no later than 9:00 a.m. each Friday.**

Grading

At the end of the first four and one half weeks of each grading period, each JR-SR High teacher is to mail down slips to those students who are failing, or are in jeopardy of failing, in their classroom performance. At that time, the teacher is to indicate to the parents that a conference is deemed necessary.

Teachers are expected to have an average of two grades per week for classes that meet every day. By the end of three weeks of each quarter, teachers will have at least five grades entered for classes that meet 5 times per week and three grades for classes that meet 2-3 times per week. This will allow students opportunities to improve their grades throughout the grading period and for teachers to assess their learning.

An “interim” report is used by teachers to identify in writing, radical changes in progress of a student. Such a report should be viewed by parents as a clear signal of concern.

All grades should be registered according to the grading scale by the school district.

The grading scale is as follows:

93 - 100	A
85 - 92	B
77 - 84	C
70 - 76	D
Below 70	F

All grades recorded on the Jr. Sr. High grade reports are to be NUMERICAL & LETTER. Report cards will be mailed to the elementary students and mailed to the Jr. Sr. High students following the close of the nine-week grading periods.

Communications

Many hard feelings and misunderstandings can be eliminated or minimized with a more concerted communications effort. Progress reports are time-consuming, but they are important. Parents must be kept informed about their child’s progress. Parents find it difficult to understand and accept below-standard student academic marks at the standard grading periods when the teacher has not previously apprised the parents of inferior student work. Teachers are expected to regularly report student progress by means of the weekly and mid-term progress reporting system. Communication with parents about student successes is likewise important. Phone calls to parents are excellent means of expressing positive comments about students, but that means may be somewhat threatening to some teachers.

Supervision of Students

DISCIPLINE IS EVERYBODY'S BUSINESS AND CONCERN. As a teacher you have authority over every student, and not just in your own classroom. Don't ever hesitate to stop trouble in halls, lunchroom, restrooms, etc. If you feel a neighboring classroom is noisy and that it disturbs your class, tell the teacher yourself. Many times we allow noise to build up without even realizing it. **Teachers are not to leave the class unattended for any length of time.** You run the risk of being held liable for any accidents which may occur while you are out of the room. Supervision during school activities is a joint responsibility of all teachers present. If you detect pupil misbehavior during a school activity, it is appropriate that you correct the situation. Supervision of hallways between classes is the responsibility of all teachers. Be in position to supervise in the mornings when the students enter the building as well as at noontime.

Supervision After Hours

A teacher is never to allow students to use any part of the school building before or after school unless the teacher is there to supervise. Whenever a group participates in any activity, practice, or games, the teacher should be the last to leave the facility. All lights should be extinguished and the doors locked.

IT IS NOT GOOD POLICY TO ALLOW STUDENTS TO USE YOUR KEYS.

Technology Systems Use Policy

Membership in such a community requires awareness and practice of acceptable behaviors. These behaviors apply to all levels of technology, whether using a single computer or using Internet resources. In addition, the school district is bound by contract to other providers of services to require certain acceptable behaviors.

Individuals must apply for access to our technology systems. Applicants must be aware of the stipulations of this policy and its related administrative policies and agree to them before access will be granted. **A copy of current specific administrative policies is available from the office at request.**

Procedures for Drug/Alcohol Problems

1. In cases where a student's actions are abnormal enough to suggest the use of drugs or alcohol, but no direct evidence is present, all instructors are to:
 - a. Notify the building administration of your observations and reason for a concern in all cases; then, follow this up with a brief written statement.
 - b. If you are suspicious of a student's actions in class, send a note to the office and an administrator will come to your classroom. Do not make any accusations.
 - c. The student will be brought to the office where the issue will be discussed further and appropriate action will be taken.
 - d. If you have reason for concern about a student's actions and wish to deal with them on a personal basis, please feel free to do so. However, make the problem and your actions known to the administration. This protects you and your actions and it also brings a possible issue into better focus in the event more than one person is seeing the same thing.
2. In cases where a student is obviously under the influence of drugs or alcohol, you are obligated to notify the building administration at once. The student will be removed from the

school pending appropriate action.

3. Where specific information pertaining to drug abuse outside of school comes to your attention, please make this available. This will be discreetly monitored in the office to determine if further action should be taken.

Excusing Pupils

No teacher will excuse any pupils on request of strangers or on a request coming in writing or over the telephone where the teacher is not certain that it is the parent who is making the request. Any request coming from sources which might not be approved by the parents should not be granted. If the teacher is in doubt at any time about the request to excuse the pupil, it is better to refuse to grant the request than to allow the pupil to be called out of class.

Student telephone calls should be held to those that are essential, and unless it is an emergency call, students will not be called to the telephone. The number will be taken and given to the pupil to call back at the close of the period or after dismissal.

Student passes should be kept to a minimum. The continual movement of students in the hall can be very disruptive to classes. There are very few occasions where students should be given passes to leave the school grounds. In all cases students should check out in the principal's office before leaving.

Community Relations

Your membership in community activities is indicative of your attitude toward the community. Do not spread yourself too thin, but your participation is important. Too often teachers are accused of not taking part in community life.

Use Of Tobacco On School Premises Or At School Activities

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

Custodial Staff

The custodians in each building are responsible to the superintendent or his designee. Teachers should contact their building principal about any repairs which they wish to have made in their rooms.

You can aid the custodians by making sure that your room is cared for. Our custodians are valuable assets to our school. Do all that you can to help them.

Building Appearance

Please take pride in the building and in your room in particular. This includes keeping the room neat and clean and providing something of interest such as pictures, bulletin boards, etc. It is urged that your room be locked at night and any time you will be out for more than just a few minutes.

School Property

Teachers are responsible for property in their department or room. A complete inventory of all items and their condition should be turned in to the superintendent each school year. Teachers are to be on the lookout for damage to school property and to report such damage to the office. Encourage students to take care of such property. Equipment (chairs, computers, etc.) is not to be taken from the school unless permission is granted from the office. The school will not be responsible for personal items brought to school by staff or students for school use.

Emergencies

In case of an accident where medical help is needed, make sure that the parents are notified. If a child becomes ill and needs to be sent home, contact the office so parents may be notified. In all accidents requiring medical attention you must fill out a report and hand it in to the office. This should be done the same day if at all possible.

General Fund Purchasing

All general fund purchasing will be made through the office and must have the direct approval of the principal/superintendent. Special printed purchase orders are issued by the office for ordering materials from sources outside the school. Purchases will not be made without a purchase order signed by the superintendent. Purchases made without permission are your personal obligation and your responsibility.

Activity Fund Purchasing by Organizations

Purchases made by classes or other organizations must have the approval of the sponsor prior to the approval of the principal. Purchases will not be made without a signed school purchase order.

Dues, Fees, Collections, Funds, etc.

The superintendent's office acts as treasurer for all classes, clubs and other school organizations. All payments are made through that office and receipts are deposited there. Instructors in charge of various groups and organizations should explain this to their groups and see that the policy is carried out. The office reserves the right to approve all collections or the amount of all class or organizations dues, all assessments, collections or requests for funds of any nature which are sought from the student body, groups, or individuals. Likewise, all fundraisers and other such projects shall be submitted to the principal/superintendent for approval prior to scheduling such events. In departments where materials are sold to pupils, such as shop, music, athletics, etc., the instructor shall collect for all materials and fees and will be required to hand in an itemized list of materials sold.

DO NOT KEEP MONEY IN YOUR ROOM OVERNIGHT.

Mileage

There will be certain times when the school district will pay expenses for teachers who are out of town for school purposes. These trips must be approved before the trips are made. No payment will be made until the proper expense sheet has been filled out and returned to the superintendent's office. The mileage reimbursement rate of \$0.50 per mile will be paid to those approved.

Proper Driving of School Vehicles

School staff members are often required to drive school vehicles for school business. Rules of the road must be followed. Speeding will not be condoned. Not only are unlawful driving practices unsafe, the public is often understandably concerned.

Class Meetings (change from tutorial to study hall time)

All class meetings, group meetings, or any activity meetings which meet during study hall must be cleared through the principal's office. Sunday activities are not to be scheduled. No meetings are to be scheduled on Wednesday evenings.

Teaching Supplies

Supplies may be obtained from the office. Do not send students for teaching supplies.

To enable us to maintain proper control of supplies, all supplies will be distributed by the office staff. Teachers are asked to refrain from taking supplies from the storage areas.

Copiers

The use of the school's copiers shall be for necessary school use only. Any copies other than for necessary school use will cost \$.25 per copy.

For students, only teacher's assistants should be using the copy machines unless they are allowed by the administration. Teachers are not to send random students to make copies for them.

Mail

Each teacher will have a mailbox. All incoming mail will be distributed in these boxes. Please try to check your mailbox each morning, noon, and evening for memos, mail and announcements. Also, please do not let things pile up in your mailbox. Notices from the principal or superintendent are not easily seen when boxes are partially filled.

Passes

Every member of the school staff will receive an activity pass for himself/herself and his/her spouse (as per RPAC Policy). These passes are not transferable.

SOUTHERN VALLEY JR SR HIGH SCHOOL
BELL SCHEDULE
Monday through Thursday

<u>TARDY BELL</u>	<u>CLASS OUT</u>	<u>PERIOD</u>
8:20	9:07	First Period
9:07	9:54	Second Period
9:54	10:41	Third Period
10:41	11:28	Fourth Period
11:28	12:15	Fifth Period
12:15	1:24	Study Hall
1:24	2:11	Sixth Period
2:11	2:58	Seventh Period
2:58	3:45	Eighth Period

Group 1: Lunch 12:15-12:43	Study Hall 12:43-1:24
Group 2: Study Hall 12:15-12:56	Lunch 12:56-1:24

SOUTHERN VALLEY JR SR HIGH SCHOOL
BELL SCHEDULE
Friday

<u>TARDY BELL</u>	<u>CLASS OUT</u>	<u>PERIOD</u>
8:20	9:05	First Period
9:05	9:50	Second Period
9:50	10:35	Third Period
10:35	11:20	Fourth Period
11:20	12:05	Fifth Period
12:05	1:15	Sixth Period
1:15	2:00	Seventh Period
2:00	2:45	Eighth Period

Group 1: Lunch 12:05-12:30	Class 12:30-1:15
Group 2: Class 12:05-12:50	Lunch 12:50-1:15

2023-2024
SOUTHERN VALLEY
COACH/SPONSOR ASSIGNMENTS

Football	Justin Adams, assisted by TJ Vacura, Tyler Pettibone, Richard McDonald, & Mike Stalder
Jr. High Football	Justin Adams, assisted by Jason Huerta & Dexter Becker
Volleyball	Ali Hosier, assisted by Amanda Adams
Jr. High Volleyball	Amanda Adams, assisted by Georgia Mroczek
Softball (Coop with Alma)	Brad Reaves, assisted by JayDee Wolzen & Paige Houser
Cross Country	Kristi Bose assisted by TBD
Unified Bowling	Tina Brown
Boys Basketball	Gerald Utterback, assisted by TBD
Jr. High Boys Basketball	Justin Adams, assisted by Ali Hosier
Girls Basketball	Richard McDonald, assisted by Justin Adams, Ashley Huerta, & Ashley Blickenstaff
Jr. High Girls Basketball	Justin Adams, assisted by Ali Hosier
Wrestling	Dexter Becker, assisted by David Becker, Rudy Glur, Joe Horwart, & Tina Brown
Jr. High Wrestling	Dexter Becker, assisted by Fred Brown
Bowling	TBD
Sr. High Track	TBD , assisted by Richard McDonald, Larry Guy, Leo Hinkle & Ali Hosier
Jr. High Track	RayAnn Roskop assisted by Dexter Becker, Justin Adams, & Ali Hosier
Golf	Jeremy Epp
Trap Shooting	Tina Hutchens
Yearbook	Meredith McQuay
Student Council	Stephanie Holste & Melinda Hunt
National Honor Society	Anita Krejdl
Music	Garrett Kreifels & Tabitha Stalder
Cheerleading	Ashley Billeter
FBLA	Joe York
FCCLA	Linda Dannehl
FFA	Christen Reiman
Future Problem Solving	TBD
Elementary Quiz Bowl	Tricia Weatherwax
Jr. High Quiz Bowl	Meredith McQuay
Sr. High Quiz Bowl	Chad Hamilton
Mock Trial	Meredith McQuay
Speech Team	Kristi Bose
One Act Play	Ashley Blickenstaff & Rebecca Jorgenson
Senior Class	Melinda Hunt
Junior Class	Kristi Bose, Rebecca Jorgenson, & Tina Hutchens
Concessions	Joe York (FBLA) & Activities Booster Club



**RECEIPT OF 2023-2024 TEACHER HANDBOOK
OF Southern Valley Schools**

This signed receipt acknowledges receipt of the 2023-2024 Teacher Handbook of Southern Valley Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, a drug-free workplace notice, and the District's anti-discrimination and harassment policies, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination. Failure to sign and return this acknowledgement that you have read the Teacher Handbook by the required date may result in disciplinary action of the employee.

Employee's Signature: _____

Date: _____

Return by August 14th, 2023:

Bryce Jorgenson
Southern Valley Schools



PROPOSAL/QUOTE

SANZONATE GLOBAL INC

QUOTE #1262-23
DATE: 6-7-23

14301 FNB Pkwy, Suite 100
Omaha, NE 68154
1-855-424-6723 or 940-368-1318
mike.hanafan@sanzonate.com

TO Bryce Jorgenson
Southern Valley Public Schools
308-529-3266 or 308-868-2222
bryce.jorgenson@sveagles.org

SALESPERSON	JOB	PAYMENT TERMS	QUOTE EXPIRATION DATE
MH	1262-23	Net 30 Days	7-7-23

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	3 GPM Aqueous Ozone Fill Station	*3,199	\$6,398.00
1	1 GPM Aqueous Ozone Fill Station	\$1,499	\$1,499.00
2	EcO3Ice Antimicrobial Ice Machine Protection Unit	*\$379	\$758.00
2	EcO3Ice Replacement Cartridge	*\$199	\$398.00
4	1.25L Pressurized Sprayers	\$39	\$156.00
	*Note. All prices are reflective of the ESUCC Cooperative Purchasing agreement for Nebraska Schools and are generally 40% less than standard/list price. Shipping is NOT included in this quote.		
SUBTOTAL			\$9,209.00
SHIPPING (TBD)			\$0.00
SALES TAX (0%)			\$0.00
TOTAL			\$9,209.00

Quotation prepared by: *Mike Hanafan*

This quote is an approximation and is not guaranteed. The estimate is based on information provided by the client/prospect regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client/prospect will be notified. Quote valid for a maximum of 30 days.

To accept this quotation, sign, date, scan, and return _____

THANK YOU FOR YOUR BUSINESS!

The logo features a series of concentric circles in a light blue color, centered behind the letter 'O'. The circles vary in opacity, creating a ripple effect.

SANZONATE™



Sanzonate Global, Inc.
Aqueous Ozone On Demand

June 11, 2023



● AQUEOUS OZONE ON DEMAND

- 💧 Sanzonate's Aqueous Ozone solutions are based on advanced technologies that are innovative and sustainable.
- 💧 Sanzonate delivers safe, effective, economical, and environmentally-friendly products that far outperform traditional chemical-based methods.
- 💧 Sanzonate's Aqueous Ozone and its products are Registered and Regulated by the EPA as a mitigator of bacteria and viruses
- 💧 Sanzonate's Aqueous Ozone products are approved by the FDA and the USDA as an antimicrobial food additive and is considered a USDA Organic product
- 💧 Sanzonate's Aqueous Ozone has been granted GRAS (Generally Recognized As Safe) status by the EPA



SO WHAT IS AQUEOUS OZONE?

In nature, ozone is formed by an electrical charge either by lightning or by UV rays from the sun. These charges split an ordinary oxygen molecule (O_2) into two oxygen atoms (O), which join the ordinary molecules (O_2) to form Ozone or (O_3).

Ozone can be synthesized, or man-made, by combining an electrical charge from a generator or a battery with oxygen creating O_3 which is infused into water. Thus the term, Aqueous Ozone; using water as a base to carry the ozone.



SO HOW DOES AQUEOUS OZONE ON DEMAND WORK?

Sanzonate's Aqueous Ozone technology simply converts potable water into ozonated water. The highly oxidized water is a powerful antimicrobial agent that safely and effectively inactivates most bacteria and viruses at >99.999% in 30 seconds or less.

Aqueous Ozone is also a very versatile cleaning and deodorizing solution that can be applied in any environment.



WHAT ARE THE ADVANTAGES OF USING AQUEOUS OZONE VERSUS TRADITIONAL CHEMICAL-BASED PRODUCTS?

- 💧 AO is just one ingredient; all-natural potable water converted to ozonated water
- 💧 AO is generated from potable water at a extremely affordable 1¢ per gallon
- 💧 AO can be safely used on virtually any surface or fabric to sanitize, clean, and deodorize
- 💧 AO is SAFE for all users without risk to injury to skin, eyes, or respiratory systems. No PPE is required
- 💧 Since AO is produced on-site and on-demand, there are NO inventory levels, to maintain, NO storage issues, NO container/packaging disposal issues, and NO transportation costs
- 💧 AO does NOT produce any pollutants or chemical by-products for cleaner surfaces, air, and waterways



ALL NATURAL SANITIZING & CLEANING WITH INNOVATIVE PRODUCTS

Our EPA Registered and Regulated products are patented Aqueous Ozone technology. We provide our customers with a safer, more effective solution to sanitizing, cleaning, and deodorizing.

“Practically every day we find new ways to use the Sanzonate AO water. It cleans and sanitizes almost anything without using chemicals! We’ve seen a significant decrease in the cost of chemicals to clean our hotel, restaurants, and athletic club and it’s safer for our staff and guests”

Greg Branum, Director of Operations/Facilities, The Houstonian Hotel/Club/Spa Houston, TX

www.sanzonate.com

SANZONATE™

AO Fill Stations

On-site and on-demand, our wall-mounted units dispense highly effective, yet safe Aqueous Ozone for filling spray bottles, mop buckets, floor scrubbers, and more. These units deliver an endless supply of an all-natural and safe oxidizing agent for all your sanitizing, cleaning, and deodorizing needs.



www.sanzonate.com

SANZONATE™

EcO3Ice AO Ice Machine Sanitation Units

The EcO3Ice device uses Aqueous Ozone technology to continuously treat incoming water to a commercial ice machine, killing any bacteria in the complete ice-making path. An all natural sanitation agent, the units provide an antimicrobial solution in the ice storage bin and the ice product itself as well as treating for taste and odor.



www.sanzonate.com

SANZONATE™

EnozoPRO Handheld Spray Bottles

The EnozoPRO Aqueous Ozone Spray Bottle replaces traditional cleaners and sanitizing agents by converting potable water on the go. The EnozoPRO utilizes a trigger-activated pump to dispense AO on-demand. These 14 oz. battery operated sprayers can be recharged over and over again supply the user with hundreds of gallons of AO solution.



www.sanzonate.com



Sanzonate Global, Inc.

Email. info@sanzonate.com

Call. 855-424-6723

www.sanzonate.com

The logo graphic consists of a central blue circle surrounded by several concentric circles of varying shades of blue, creating a ripple effect. The word "SANZONATE" is written in white, uppercase, sans-serif font, with the "O" positioned directly over the central blue circle.

SANZONATE™

www.sanzonate.com



Prepared for:

Southern Valley School District - tmsTime

Quote # 005035 Version 1



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tmsTime Annually

Description	Qty	Price	Total
tmsTime Subscription Fee Includes: Software licensing, hosting and updates	1	\$3,843.00	\$3,843.00
tmsTime Support Agreement Includes: Phone Support, Email Support, Chat Option, Quarterly Training Webinars, and online TMS Support Library.	1	\$900.00	\$900.00

Subtotal: **\$4,743.00**

One-Time Investment

Description	Qty	Price	Total
tmsTime System Implementation In the event your needs go beyond the initial scope, and additional \$195 per hour will apply.	1	\$3,000.00	\$3,000.00
tmsTime Training 4 hour Block	1	\$500.00	\$500.00

tmsTime is based on up to (105) employees. If the number of active employees increases, the cost of tmsTime is impacted. TMS will track overage and underage monthly and bill/credit accordingly on the next annual invoice.
tmsTime Includes: Unlimited Users, Employee Self Service, ESS Mobile, Kiosk, Pay on Demand, Export to Software Unlimited

Subtotal: **\$3,500.00**

Agreement Details

tmsTime Requires a signed agreement and Implementation and Training paid in full.

Initial Term and Automatic Renewal: The initial term of this Agreement shall be three (3) years ("Initial Term"). At expiration of the Initial Term, this agreement will automatically renew for successive one (1) year periods with a 3% increase. The contract will renew annually until one Party gives the other written notice of its intent to terminate this Agreement at the end of the Initial Term or any renewal period thereafter. Written notice must be given at least sixty (60) days before any stated termination date.

Client is responsible for any additional fees when integrating with 3rd party software (ex: Payroll, Job Costing, Scheduling). Client is also responsible for confirming 3rd party application allows import of data.



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System Requirements

Programming, Installation and Training of tmsTime software and hardware includes:

Scope of Project:

Software Setup Survey

System configuration based on information client provides during the Software Setup Survey

Build Database with employee information client provides

In the event you request for additional programming or training outside of original scope, labor is billed at \$195.00 per hour.

Browser enabled work stations with:

Safari, Chrome, Firefox, & Edge (Currently Supported Versions)

Operating System- Windows and Apple (Currently Supported Versions)

Mobile Operating System: Apple & Android Currently Supported Versions

***Clock requires electricity and a network drop at the site of the terminal.**

Terms & Conditions

This Quote ("Agreement") is entered into by and between Time Management Systems (TMS) and the customer identified in the Description above (hereinafter "Customer") as of the date identified in the Description. TMS and Customer are referred to jointly herein as Parties. Acceptance of the Agreement may be evidenced by written execution of the Agreement document or by performance of TMS obligation thereunder. In either event, the agreement between the Parties is subject to the following terms and conditions.

1. Payment Agreement: Customer's payment obligation hereunder begins on the day TMS delivers and/or installs any and all requisite equipment, or as otherwise specified in this Agreement. Customer's obligation to make all payments as scheduled and represented in the Description is unconditional, and not subject to cancellation, termination, reduction, setoff or counterclaim. To the extent that Customer requests and TMS provides additional services not contemplated in the Agreement, all such additional services shall be billed to Customer at the rate of \$195.00 per hour. Additionally, TMS shall bill all per diem and travel expenses, if any, at the rate of \$125.00 per hour. Monthly billing will begin 30 days after first implementation meeting or 60 days after date of sale, whichever occurs first. Payments paid after the stated due date shall accrue interest at the rate of five percent (5%) per month or \$10.00, whichever is greater. All payments made shall be first applied to interest then any and all remaining amounts shall be applied to outstanding principal balance. Upon default in payment, all amounts due and owing under the Initial Terms or any renewal thereof shall become immediately due and payable in TMS' sole and exclusive discretion without notice.

a. Credit Cards are accepted with a minimum convenience fee of 2.9% per transaction.

2. Initial Term and Automatic Renewal: The initial term of this Agreement shall be as specified in the Description above ("Initial Term"). At expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods until one Party gives the other written notice of its intent to terminate this Agreement at the end of the Initial Term or any renewal period thereafter. Written notice must be given at least sixty (60) days before any stated termination date.

3. Rights and Remedies on default of all Financed Software/Hardware: After the occurrence of any event of default, TMS may exercise at any time and from time to time any rights and remedies available to it under applicable law, including but not limited to the right to disable Customer access to hosted software. Events of default include, without limitation, the following:

- a. Failure to make payments as required under paragraph 1, above;
- b. Customer's suggestion in Bankruptcy, whether voluntary or involuntary;
- c. Failure to comply with any terms and conditions as set forth herein;
- d. Failure to maintain any and all TMS equipment provided to Customer in a working manner, except as the same may have a manufacturer defect;
- e. Failure to maintain adequate insurance; and
- f. Failure to comply with federal, state, and local laws, ordinances, rules, and regulations.

4. Taxes and/or Fees: Customer agrees to be responsible for and to pay any and all applicable sales, use, personal and real property, excise and other applicable tax,



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license and registration fees, fines and penalties relating to this Agreement. Customer shall reimburse TMS any costs and expenses incurred by TMS as a result of Customer's failure to report and pay such taxes and charges.

5. Limitations of Damages: In no event shall TMS be liable to Customer or any third party for any direct, indirect, special, consequential, punitive, or incidental damages, damage to person or property or for injury to business earnings, goodwill, profits or other financial losses which may be caused directly or indirectly, the inadequacy of the product for any purpose or use thereof or by any defect or deficiency therein, including without limitation lost profits or loss or damage to data arising out of the use, partial use, or inability to use the software/hardware, whether arising in contract, tort, or otherwise including any claim resulting from the fault or negligence of TMS, even if TMS has been advised of the possibility of such damages. The foregoing disclaimer shall apply unless otherwise prohibited by law.

IN NO EVENT SHALL TMS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR TMS WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. TMS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TMS DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

6. Insurance, Indemnity and Legal Fees: Customer shall at all times carry and maintain sufficient liability insurance coverage to cover claims resulting from acts of negligence and any other policy which would allow for adequate coverage to replace any and all equipment provided by TMS under this Agreement. It is advised, although not required, that Customer obtain and maintain adequate insurance coverage for business interruption.

Customer shall indemnify and hold harmless TMS, its officers, directors, employees, agents, attorneys, or other representatives from any and all claims and demands of any party arising from or based upon any act or omission of TMS, its officers, directors, employees, agents, attorneys, or other representatives in connection with or arising out of this Agreement, the duties to be performed by TMS pursuant to this Agreement, or Customer's violation of any applicable law, rule, ordinance or regulation. In the event that TMS shall be made a party to any litigation, proceeding, arbitration, mediation, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Customer shall protect and hold harmless TMS from and with respect to the Actions and shall pay all costs, expenses, and attorneys' fees incurred or paid in connection with any such Action together with any judgment rendered. Customer shall defend and hold harmless TMS for any hacking, infiltration, or compromise of Customer's systems.

7. Waiver: No action or assent, whether express or implied, by TMS to any breach of any term or condition as set forth herein shall be admitted or taken to be a waiver of any succeeding breach of the same term or condition of this Agreement. This includes any acceptance of any periodic payment, whether full or partial payment, after any failure to make payment or missed payment shall not be deemed to be a waiver on TMS' part to any such failed or missed payment under the terms and conditions of this Agreement. It is agreed that the terms and conditions of this Agreement shall be binding individually, severally and jointly on the Parties, their separate estates, and shall succeed to their respective heirs, executors, administrators, successors, and assigns without affecting any other term and condition of this Agreement.

8. Governing Law: This Agreement shall be governed and interpreted by the laws of the state of South Dakota. South Dakota is the proper venue and jurisdiction for resolution of any disputes arising hereunder. The Parties hereby consent to such personal and exclusive jurisdiction of the Courts of competent jurisdiction within the State of South Dakota.

9. Amendment, Entire Agreement and Counterparts: This Agreement may be modified, amended, or otherwise changed provided that such modification, amendment, or change must be in writing and executed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all prior negotiations, understandings, communications, and agreements of the Parties. This Agreement may be executed in counterparts, such that any copy of this Agreement bearing one or both signatures shall be deemed to be a complete agreement of the Parties and shall have the same force and effect as a fully executed original agreement. This Agreement may be transmitted electronically, and such electronic transmission of this Agreement shall be deemed to be an original agreement and shall have the same force and effect as a fully executed original agreement.

10. Disclaimer of Representation: Nothing in this Agreement shall be deemed to be a representation on the part of TMS that its equipment, hardware, software, product, service, or any other program shall be compatible with that of any third party (i.e. payroll, job costing, scheduling services). TMS expressly disclaims any liability to pay for or provide any service necessary or required to integrate its equipment, hardware, software, product, service, or any other program with any third party. Customer shall be responsible for any additional fees related to any such integration of TMS' product with such third-party software service. Customer



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shall similarly bear the responsibility of confirming that such third-party application allows for the import of data. TMS expressly disclaims any representation of compatibility with any 3rd party software service.

Notwithstanding the foregoing, TMS shall undertake best efforts to assist Customer with any such integration, to the extent that TMS is able to do so; upon undertaking such best efforts, Customer acknowledges that TMS' efforts may result in Customer being invoiced for the same at the rates set forth in paragraph 1, above.

11. Termination: This Agreement is terminable upon the following:

a. Termination without cause: TMS or Customer, or any duly authorized representative of TMS or Customer, may terminate this Agreement without cause, upon sixty (60) days written notice. Customer acknowledges and agrees that any termination pursuant to this section will result in Damages, as defined and calculated below.

b. Termination for Cause by TMS: TMS, or TMS' duly authorized representative, may terminate this Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Customer if TMS reasonably determines that any of the following conditions exist:

(i) Customer has violated any provision of this Agreement;

(ii) A petition in bankruptcy has been filed by or against Customer, Customer is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Customer's business, there is a general assignment for the benefit of creditors, or the business terminates;

(iii) Any information which Customer provided to TMS, including information contained on any application with TMS, was false, incomplete, or misleading when received or represented to TMS;

(iv) Customer fails to pay TMS any amount when the same becomes due under this Agreement; or

(v) Any of Customer's representations or warranties made in connection with this Agreement was false, incomplete, or misleading when received or represented to TMS.

c. Damages for Termination: TMS and Customer acknowledge and agree that in addition to all other remedies available to TMS under this Agreement or otherwise available at law or in equity, if this Agreement is terminated prior the expiration of the Initial Term or any renewal period thereof for any reason other than for a material uncured breach by TMS, Customer agrees to pay TMS damages (the "Damages") determined by:

(i) Computing the number of months remaining from the date of termination to the end of the then current Initial Term or renewal period thereof; and

(ii) Multiplying that number by TMS' minimum monthly fees.

Customer agrees and acknowledges that Damages are due and payable to TMS if Customer discontinues submitting payments to TMS as required in paragraph 1 for a period of ninety (90) consecutive days. Customer further agrees and acknowledges that Damages are not a penalty but rather are a reasonable computation of the financial harm caused by termination of this Agreement by Customer.

TMS' rights to terminate under this paragraph are cumulative and shall not in any way limit or bar TMS from terminating this Agreement as expressed elsewhere herein, or as permitted by law. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

12. Survivability and Severability: Sections 3, 4, 5, 6, 7 and 11 shall survive termination of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining parts shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal, or unenforceable parts had not been included in the Agreement.

13. Section Numbering: The numbered paragraphs set forth in this Agreement are provided for convenience only and shall have no effect on the enforceability of this Agreement or the interpretation of the same.



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14. Independent Contractor: The relationship between TMS and Customer is that of an independent contractor. No employment relationship is established between TMS and Customer, and no employment relationship is established between TMS and any employee of Customer. Nothing in this Agreement shall be construed to give either party the authority to direct or control the day-to-day activities of the other. All financial and other obligations of the Customer's business are the sole responsibility of the Customer. Neither the Customer nor any person employed by or otherwise affiliated with Customer shall be deemed to be employed by TMS for any purpose.

15. Authority: Each individual executing this Agreement represents that such individual has the right, power, authorization, and authority to execute this Agreement, to bind TMS and Customer, respectively, to rights and obligations set forth herein. Each Party agrees to execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

Southern Valley School District - tmsTime



Prepared by:

Headquarters

4050 Stadium Drive
Sioux City, IA 51106
Tabbitha Bierig
(605) 306-5619
tabbithab@tmstime.com

Prepared for:

Southern Valley School District

43739 Highway 89
Oxford, NE 68967
Dana Gesick
(308) 868-2222
dana.gesick@sveagles.org

Quote Information:

Quote #: 005035

Version: 1
Delivery Date: 05/24/2023
Expiration Date: 06/30/2023

Description	Amount
tmsTime Annually	\$4,743.00
One-Time Investment	\$3,500.00
Total:	\$8,243.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Headquarters

Southern Valley School District

Signature: _____

Name: Tabbitha Bierig

Title: Solution Specialist

Date: 05/24/2023

Signature: _____

Name: Dana Gesick

Date: _____