

Board of Education Regular Meeting
Monday, August 10, 2020 7:00 PM
Music Room, Humboldt
810 Central Avenue
Humboldt, NE 68376-9706

1. OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL - PLEDGE OF ALLEGIANCE*

2. APPROVE THE AGENDA

3. WELCOME PATRONS AND GUESTS

4. PATRON COMMENT

5. CORRESPONDENCE

6. APPROVE CONSENT AGENDA

1. Regular Meeting Minutes

2. Approve bills for payment

3. Review Treasurer's report

7. PRESENTATION

8. REPORTS

1. Principal Othmer

2. Assistant Principal Lottman

3. NASB Update - Neal Kanel

1. NASB Region 1 Board of Directors

9. DISCUSSION ITEMS

1. Return to School Plan

2. Budget & Expenditure Update

10. ACTION ITEMS

1. Approve board member's leave of absence

2. Approve policy updates

3. Approval of UNL Contract for 4-H Extension Assistant position

4. Accept resignation of Brittany McCullough as a paraprofessional effective immediately

5. Accept resignation of Brandy James as a paraprofessional effective immediately

6. Accept resignation of Carla Mayo as a bus driver effective immediately

7. Accept resignation of Angelyn Guenther as a paraprofessional effective immediately

8. Approve hiring Veronica Schiffbauer as a paraprofessional

9. Approve hiring Koalton Taiclet as a paraprofessional

10. Approve bid for concrete work at football field

11. COVID-19 RESOLUTION

12. Motion to allow Superintendent to transfer year-end funds as deemed necessary

11. SUPERINTENDENT EDMUNDSON REPORT

12. EXECUTIVE SESSION - Personnel

1. Action on Superintendent's Contract

13. ADJOURN

Board of Education Regular Meeting

Monday, July 13, 2020 7:00 PM Music Room, Humboldt

Attendance Taken at 7:00 PM. Mike Bredemeier: Present, Rock Herr: Present, Neal Kanel: Present, Scott Ogle: Present, Tim Schaardt: Present, Sandy Stalder: Present.

1. OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL -PLEDGE OF ALLEGIANCE*

2. APPROVE THE AGENDA

Motion to approve agenda passed with a motion by Rock Herr and a second by Scott Ogle. Yea: 6, Nay: 0

3. WELCOME PATRONS AND GUESTS

4. PATRON COMMENT – none.

5. CORRESPONDENCE – none.

6. APPROVE CONSENT AGENDA

Passed with a motion by Sandy Stalder and a second by Scott Ogle. Yea: 6, Nay: 0

6.1. Regular Meeting Minutes

6.2. Approve bills for payment

6.3. Review Treasurer's report

7. PRESENTATION

8. REPORTS

8.1. Principal Othmer

Reported on July preparations including Close the Gap program, curriculum, interviews for secretaries, student enrollment, and the Return to School plan.

8.2. Assistant Principal Lottman

Reported on the After School Program including the questionnaire sent to parents.

8.3. NASB Update

Update is on meeting attachment.

9. DISCUSSION ITEMS

9.1. Kitchen Update

The kitchen retrofit is complete.

9.2. Track/Football Field Update

The gate is in the process of being built.

9.3. Budget Update

The school's budget is on track for this fiscal year.

9.4. Return-to-School Plan

Lengthy discussion from the board and patrons as Superintendent Edmundson presented the plan created by the administrators to return to school during the COVID-19 epidemic.

10. ACTION ITEMS

10.1. Approve board member's leave of absence

10.2. After-School Program

Continue the program passed with a motion by Sandy Stalder and a second by Scott Ogle. Yea: 6, Nay: 0

10.3. Pre-School Fees

Approve the recommendation of \$5 (yellow highlight as presented) passed with a motion by Mike Bredemeier and a second by Rock Herr. Scott Ogle: Nay, Mike Bredemeier: Yea, Rock Herr: Yea, Neal Kanel: Yea, Tim Schaardt: Yea, Sandy Stalder: Yea Yea: 5, Nay: 1

10.4. Approve Return-to-School Plan

Approve as presented passed with a motion by Sandy Stalder and a second by Tim Schaardt.

Mike Bredemeier: Yea, Rock Herr: Yea, Neal Kanel: Yea, Scott Ogle: Yea, Tim Schaardt: Yea, Sandy Stalder: Yea Yea: 6, Nay: 0

10.5. Accept resignation of Brittany Freeman as secretary/receptionist

Accept resignation of Brittany Freeman effective July 17, 2020 passed with a motion by Rock Herr and a second by Sandy Stalder. Yea: 6, Nay: 0

10.6. Approve hiring Megan Herr as secretary/receptionist

Approve passed with a motion by Scott Ogle and a second by Mike Bredemeier. Yea: 6, Nay: 0

10.7. Accept resignation of Bethany Platt as a paraprofessional effective immediately approve passed with a motion by Scott Ogle and a second by Sandy Stalder. Yea: 6, Nay: 0

10.8. Approve hiring a paraprofessional [no action taken]

11. SUPERINTENDENT EDMUNDSON REPORT

Discussed the budget deadlines and advertising, there will be no School Resource Officer this year due to lack of staff by the county, and HTRS is changing short and long term disability companies.

12. EXECUTIVE SESSION - Personnel

Motion to approve entering into executive session for personnel at 8:42 passed with a motion by Scott Ogle and a second by Sandy Stalder. Yea: 6, Nay: 0. Exit executive session at 9:20 pm passed with a motion by Sandy Stalder and a second by Rock Herr. Yea: 6, Nay: 0

12.1. Action on Superintendent's Contract [no action taken]

13. ADJOURN

Motion to adjourn at 9:20 pm passed with a motion by Sandy Stalder and a second by Rock Herr. Yea: 6, Nay: 0

Respectfully submitted,
Kellie Workman

08/10/2020 12:01 PM

User ID: KAW

Account Number	Detail Description	Amount
01 2620 430 000	repair heat pumps	973.36
Total BEATRICE MECHANICAL SERVICE		973.36
01 2620 610 000	custodial supplies	858.36
Total Blecha's General Store		858.36
01 2230 650 000	6913 tech panels	425.00
Total BYTESPEED, LLC		425.00
01 1100 440 000	copies	1,008.94
01 1100 440 000	copies	0.65
Total CAPITAL BUSINESS SYSTEMS, INC		1,009.59
01 2620 610 000	custodial	264.05
01 1100 610 002	lottman	105.47
01 2620 610 000	custodial	269.65
01 2710 626 000	fuel	31.00
01 1100 733 002	ktomek	101.13
01 1190 610 003	prek sunshades	143.38
01 2230 643 000	tech	1,152.92
01 6996 610 000	COVID thermom tripods	79.98
01 1200 643 000	sped-platt-everyday spch	199.99
01 2510 531 000	postage-student packets	568.95
01 1100 610 003	supplies	91.00
01 6996 610 000	COVID sneezeguards	330.03
01 6996 610 000	COVID mask straps	24.55
01 2510 531 000	postage	209.80
01 2510 531 000	stamped env	1,317.35
01 2510 610 000	supplies	195.36
01 2230 643 000	tech	15.81
01 2410 610 001	lo	30.97
01 6996 610 000	COVID mask lanyards	152.85
01 6996 610 000	COVIDsanitizer bottles	110.39
01 1100 610 003	elem supplies	229.42
01 2230 650 000	tech	2,483.53
01 6996 610 000	COVID face shields	80.08
Total CARDMEMBER SERVICE		8,187.66
01 2230 650 000	tech	229.32
Total DAS STATE ACCOUNTING - CENTRAL FINANACE		229.32
01 2220 610 000	6781266 library	50.66
Total DEMCO INC		50.66
01 2620 430 000	install sink in sped room	605.31
01 2620 430 000	adjust valve in cooling tower	82.50
01 2620 610 000	shower valves	1,086.75
Total DSTK PHILLIPS, INC		1,774.56
01 2320 333 000	mileage	34.50
Total Edmundson, Sherri		34.50
01 2230 643 000	tech	52.50
Total ESU #6		52.50
01 2230 643 000	solutions bundle	1,254.50
Total ESU 10		1,254.50
01 2310 540 000	advertising	50.76
Total FALLS CITY JOURNAL		50.76
01 2620 420 000	trash	456.70
Total FALLS CITY SANITATION		456.70
01 2330 317 000	semi annual retainer	400.00
Total FANKHAUSER, NELSEN, WERTS & ZISKEY, PC		400.00
01 2620 610 000	custodial	61.72

Account Number	Detail Description	Amount
01 2620 610 000	cust. supplies	32.11
Total FARM & CITY SUPPLY		93.83
01 1100 382 001	distance learning	277.00
Total FIBER PLATFORM, LLC		277.00
01 1100 610 002	6890 weldon	8.83
Total FLINN SCIENTIFIC INC		8.83
01 2510 531 000	3474 po	180.18
01 1100 610 003	3471	8.44
01 1200 610 003	3472	27.83
Total GENERAL OFFICE CHECKING ACCT.		216.45
01 1100 610 001	k tomek	799.00
Total GROWING LEADERS, INC		799.00
01 6996 610 000	COVID cleaner 6917	116.44
01 2620 610 000	6821 custodial	108.10
Total HOME DEPOT PRO, THE		224.54
01 1100 640 002	6921 lit curriculum	113.40
01 1100 640 002	6921 lit curriculum	561.89
Total HOUGHTON MIFFLIN CO		675.29
01 102	leave payout	14,417.58
01 102	payroll	442,846.35
Total HTRS PAYROLL ACCT		457,263.93
01 2310 540 000	advertising	114.28
Total HUMBOLDT STANDARD		114.28
01 1100 643 000	OTHMER educlimber	2,500.00
Total ILLUMINATE EDUCATION		2,500.00
01 1100 643 000	6909 one year license	4,276.00
Total IXL LEARNING		4,276.00
01 2330 317 000	legal svices	55.00
Total KSB School Law		55.00
01 6996 610 000	supplies for 500 masks	483.84
Total Leech, Marion		483.84
01 2710 430 000	hydrostat repairs	962.60
01 2710 610 000	parts	31.96
Total LEWIS IMPLEMENT COMPANY		994.56
01 6404 340 003	0-2 YO	957.00
01 2161 340 000	SA	1,046.00
Total MALCOLM, MARY		2,003.00
01 6996 610 000	COVID washer/dryer for masks	2,058.00
Total MARY'S APPLIANCE		2,058.00
01 2630 430 000	concrete/manhole at FB field	1,635.00
Total MCNEALY CONSTRUCTION INC.		1,635.00
01 2620 610 000	floor finish	852.60
01 2620 610 000	gym conditioner	404.03
Total MID-AMERICAN RESEARCH		1,256.63
01 2510 330 000	NAEP membership	30.00
Total NASB NEBRASKA ASSN OF SCHOOL BOARDS		30.00
01 2173 340 003	0-2 YO	165.00
01 2171 340 000	SA	16.50
Total NATIONAL THERAPEUTIC ASSOCIATES, INC		181.50
01 2710 330 000	tcumro level 2 driving	125.00
Total NEBRASKA SAFETY CENTER @ UNK		125.00
01 2620 622 000	43471	7,929.54
01 2620 622 000	43465	79.21

Account Number	Detail Description	Amount
01 2620 622 000	43462	44.53
01 2620 622 000	69158	89.85
01 2620 622 000	elec	34.21
Total NPPD		8,177.34
01 2310 810 000	annual membership dues	850.00
Total NRCSA		850.00
01 2620 430 000	elevator maint.	468.41
Total OKEEFE ELEVATOR CO., INC.		468.41
01 2710 890 000	RJ bus dr physical	153.50
Total PAWNEE CO RURAL HEALTH		153.50
01 2310 540 000	bus dr ad	30.00
Total PAWNEE REPUBLICAN		30.00
01 2620 610 000	cust.	31.96
Total PAWNEE TRUE VALUE		31.96
01 1100 610 002	6851bowen	181.13
Total PERFECTION LEARNING		181.13
01 2620 430 000	tree spray bag worms	200.00
Total Phelps, Raymond		200.00
01 2230 650 000	system update	690.00
01 2230 650 000	service	28.75
Total PRIME COMMUNICATIONS INC		718.75
01 2620 430 000	resurfacing	1,496.25
Total RENEW RESURFACING		1,496.25
01 1100 610 003	6817 subs 20.21	2,079.01
Total SCHOLASTIC INC		2,079.01
01 1100 733 002	6877 c stalder	135.48
Total SCHOOL SPECIALTY INC		135.48
01 2620 610 000	6840 CUSTODIAL	2,044.60
Total SCHWARZ PAPER COMPANY		2,044.60
01 2620 430 000	service call	240.00
Total SECURITY SERVICES		240.00
01 6992 610 003	COVID fabric masks	809.40
Total STAPLES ADVANTAGE		809.40
01 2710 626 000	fuel	830.34
01 1300 626 001	dr ed fuel	130.50
01 2710 430 000	maint.	285.94
01 1100 890 003	bridging gap transp. grant	103.00
01 2710 610 000	tires	366.00
Total STATION SERVICE CENTER INC., THE		1,715.78
01 2320 650 000	annual hardware support	1,530.90
Total TIME MANAGEMENT SYSTEMS		1,530.90
01 2710 430 000	2010 bus repair	3,554.75
01 2710 430 000	bus repairs	2,135.84
01 2710 610 000	parts	120.75
Total TRUCK CENTER COMPANIES		5,811.34
01 1100 610 003	6885 VOLKER	217.74
Total WESTMUSIC		217.74
01 2510 530 000	phone	109.48
01 2510 530 000	phone	763.53
Total WINDSTREAM NEBRASKA		873.01
Checking Account ID 1		518,793.75

additional bills

Humboldt Table Rock Steinauer
08/20/2020 11:19 AM

Board Report - Detail

Page: 1
User ID: KAW

Account Number	Detail Description	Amount
01 2620 430 000	heat pump repair	80.00
01 2620 430 000	heat pump repair	80.00
01 2620 430 000	heat pump repair	120.00
Total BEATRICE MECHANICAL SERVICE		280.00
01 2620 621 000	fuel	541.08
Total BLACK HILLS ENERGY		541.08
01 2710 610 000	parts	37.91
Total BOOMGARN, RENEE		37.91
01 2230 650 000	6835 shoulder straps	217.25
01 2230 650 000	6835 laptop bags	1,977.25
Total BRENTHAVEN		2,194.50
01 2230 650 000	6924 tech battery	665.00
Total BYTESPEED, LLC		665.00
01 2230 643 000	innersync PO6934 standerford	3,274.25
Total CAMPUS SUITE		3,274.25
01 1100 440 000	coper lease	1,574.33
Total CANON FINANCIAL SERVICES		1,574.33
01 2230 650 000	tech	232.49
Total DAS STATE ACCOUNTING - CENTRAL FINANACE		232.49
01 2620 610 000	filters	744.80
01 2620 610 000	replace wall faucet	159.65
01 2620 430 000	water lines washing machine	1,766.86
Total DSTK PHILLIPS, INC		2,671.31
01 1100 610 001	catlin-ind arts	128.50
Total EGGERS BROS INC		128.50
01 2320 650 000	tms	372.00
Total ENTERPRISE FINANCIAL		372.00
01 1100 643 000	6932 12 mo lic.	406.00
Total ESGI SOFTWARE		406.00
01 2510 340 000	background cks	162.00
Total ESSENTIAL SCREENS		162.00
01 2230 643 000	dvlg 2020-21	7,000.00
01 2230 643 000	network support 2020-21	3,000.00
Total ESU #4		10,000.00
01 1100 610 001	6925 robison gizmos	1,750.00
Total EXPLORELEARNING		1,750.00
01 2620 610 000	bleach	52.69
Total FALLS CITY MERCANTILE CO.		52.69
01 1100 610 003	3476	60.00
Total GENERAL OFFICE CHECKING ACCT.		60.00
01 2620 610 000	soap dispensers	10.01
Total HOME DEPOT PRO, THE		10.01
01 2510 610 000	annual poster guard	79.99
Total HRDIRECT		79.99
01 1100 610 001	6935 eltiste	179.89
01 1100 610 001	6935 eltiste	209.20
01 1100 610 001	sv-atomic clock eprint	49.00
01 1100 610 001	6884 volker	59.99
01 1100 610 001	volker eprint music	120.00
Total J W PEPPER & SON INC		618.08
01 2620 610 000	custodial	120.00
Total JIM HILLS		120.00
01 2620 430 000	water soft.	421.78

Account Number	Detail Description	Amount
Total KURITA AMERICA INC		421.78
01 2710 610 000	strainer	15.01
Total LEWIS IMPLEMENT COMPANY		15.01
01 2620 430 000	fire inspection	603.48
Total MIDWEST ALARM SERVICES		603.48
01 2610 520 000	prop/liab/boil/err.om	50,675.00
01 2590 271 000	instructional work cmp	16,685.00
01 2590 270 000	non-instructional work cmp	12,990.00
01 2590 270 000	non-instructional work cmp	11,375.00
01 2610 520 000	dividend credit	(6,250.00)
01 2590 270 000	premium discount	(2,832.00)
Total NASB ALICAP		82,643.00
01 2173 340 003	PT 0-2 YO	812.82
Total NATIONAL THERAPEUTIC ASSOCIATES, INC		812.82
01 1100 643 000	6931 gabe-annual lic.	309.00
Total NEWZBRAIN EDUCATION		309.00
01 2620 622 000	elec	73.41
01 2620 622 000	elec	7,397.20
01 2620 622 000	elec	44.14
01 2620 622 000	elec	94.87
Total NPPD		7,609.62
01 2310 540 000	2120	4.51
01 2310 540 000	2122	53.30
Total PAWNEE REPUBLICAN		57.81
01 6996 643 000	COVID-web based music software	2,520.00
Total QUAVERED, INC		2,520.00
01 2620 430 000	spraying	68.00
Total SCHENDEL PEST CONTROL		68.00
01 2620 610 000	6841 chair mats	213.37
Total SCHOOL FIX		213.37
01 2710 430 000	2018 bus repair	1,722.65
Total TRUCK CENTER COMPANIES		1,722.65
01 2510 530 000	long dist.	179.81
Total VERIZON BUSINESS		179.81
01 6200 650 003	6918 meyer Title I	79.00
Total VOYAGER SOPRIS LEARNING		79.00
Checking Account ID 1		122,485.49

Final

Humboldt Table Rock Steinauer

Board Report - Detail

Page: 1

08/24/2020 09:43 AM

Unposted; Batch Description 8-24-2020 FINAL EOFY General Fund cks/xfers

User ID: KAW

Account Number	Detail Description	Amount
01 2620 430 000	remove & replace 2 NT, TFT 300 Boilers	29,485.00
Total BEATRICE MECHANICAL SERVICE		29,485.00
01 2630 430 000	football field gate posts/caps	3,488.00
Total DAVID HUNZEKER		3,488.00
01 2230 643 000	canvas subsc 2021-22	1,125.00
Total EDUCATIONAL SERVICE UNIT #2		1,125.00
01 8000 913 000	EOFY Transfer	50,000.00
Total HTRS ACTIVITY FUND		50,000.00
01 2710 732 000	transporation	100,000.00
01 2230 650 000	technology	150,000.00
01 2620 430 000	facility maint	250,000.00
Total HTRS DEPRECIATION FUND		500,000.00
01 2630 430 000	retaining wall/drainage/landing @FB fld	14,900.00
Total MEZGER CONSTRUCTION		14,900.00
01 2620 430 000	2nd half office countertop resurfacing	996.25
Total RENEW RESURFACING		996.25
Checking Account ID 1		599,994.25

Expenditure Report by Function/Object -
Detail_KW

08/10/2020 12:10 PM

Regular; Processing Month 08/2020; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01	GENERAL FUND				
1100	REGULAR INSTRUCTIONAL PROGRAMS				
01 1100 100 000	COVID Pay SALARIES	0.00	0.00	0.00	0.00
01 1100 111 000	Extra Duty Salary	30,000.00	12,374.46	444.37	(103,312.49)
01 1100 111 001	HS Teacher Salaries	700,000.00	78,285.26	139.92	(279,447.01)
01 1100 111 002	MS Teacher Salaries	55,000.00	1,628.19	30.36	38,301.68
01 1100 111 003	EL Teacher Salaries	750,000.00	64,940.95	98.49	11,307.94
01 1100 112 002	MS AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 112 003	EL AIDE/PARA	70,000.00	365.23	124.01	(16,804.43)
01 1100 113 001	HS SUB TCHR	30,000.00	0.00	50.63	14,811.62
01 1100 113 002	MS SUB TCHR	0.00	0.00	0.00	0.00
01 1100 113 003	EL SUB TCHR	40,000.00	0.00	76.11	9,557.59
01 1100 153 000	TEACH SUB/CLASS COVERAGE	0.00	0.00	0.00	(1,622.40)
01 1100 153 001	EXTRA DUTY / STIPENDS	12,000.00	3,271.50	86.33	1,640.50
01 1100 153 002	CERT Unused Leave Payouts	0.00	500.00	0.00	(17,350.00)
01 1100 211 000	D GROUP INSURANCE TCHR/PROF	20,000.00	2,536.12	131.57	(6,313.03)
01 1100 211 001	HS GROUP INSURANCE TCHR/PROF	250,000.00	20,223.36	97.68	5,787.74
01 1100 211 002	MS GROUP INSURANCE TCHR/PROF	1,000.00	542.74	620.92	(5,209.15)
01 1100 211 003	EL GROUP INSURANCE TCHR/PROF	200,000.00	16,772.36	101.43	(2,867.34)
01 1100 212 003	EL GROUP INSURANCE AIDE/PARA	3,000.00	0.00	45.19	1,644.19
01 1100 213 001	CERTIFIED CLASS COVG-BCBS	0.00	0.00	0.00	0.00
01 1100 213 003	CERTIFIED CLASS COVG-BCBS	0.00	0.00	0.00	(3.47)
01 1100 221 000	D SOCIAL SECURITY TCHR/PROF	8,000.00	925.11	124.92	(1,993.89)
01 1100 221 001	HS SOCIAL SECURITY TCHR/PROF	70,000.00	5,876.38	104.56	(3,193.68)
01 1100 221 002	MS SOCIAL SECURITY TCHR/PROF	4,000.00	123.47	31.57	2,737.39
01 1100 221 003	EL SOCIAL SECURITY TCHR/PROF	55,000.00	4,809.26	98.35	907.92
01 1100 222 001	HS SOCIAL SECURITY AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 222 002	MS SOCIAL SECURITY AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 222 003	EL SOCIAL SECURITY AIDE/PARA	7,000.00	29.36	93.11	482.41
01 1100 223 000	SOCIAL SECURITY Tchr Sub Pay	0.00	0.00	0.00	(124.01)
01 1100 223 001	HS SOCIAL SECURITY SUB TCHR	3,000.00	250.27	65.11	1,046.71
01 1100 223 002	MS SOCIAL SECURITY SUB TCHR	0.00	38.24	0.00	(1,327.14)
01 1100 223 003	EL SOCIAL SECURITY SUB TCHR	3,000.00	0.00	77.64	670.84
01 1100 231 000	D RETIREMENT TCHR/PROF	10,000.00	1,215.67	120.35	(2,034.58)
01 1100 231 001	HS RETIREMENT TCHR/PROF	82,000.00	7,692.29	113.01	(10,672.11)
01 1100 231 002	MS RETIREMENT TCHR/PROF	5,000.00	160.02	32.84	3,358.00
01 1100 231 003	EL RETIREMENT TCHR/PROF	65,000.00	6,331.78	108.08	(5,251.11)
01 1100 232 001	HS RETIREMENT AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 232 002	MS RETIREMENT AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 232 003	EL RETIREMENT AIDE/PARA	8,000.00	36.07	101.93	(154.77)
01 1100 233 001	HS RETIREMENT SUB TCHR	0.00	0.00	0.00	(27.30)
01 1100 233 002	MS RETIREMENT SUB TCHR	0.00	0.00	0.00	0.00
01 1100 233 003	EL RETIREMENT SUB TCHR	1,000.00	0.00	7.21	927.92
01 1100 237 000	D RETIREMENT TCHR/PROF	0.00	0.00	0.00	0.00
01 1100 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 237 002	MSIncreased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 237 003	ELIncreased Retirement Contribution Rate	0.00	0.00	0.00	0.00

**Expenditure Report by Function/Object -
Detail_KW**

08/10/2020 12:10 PM

Regular; Processing Month 08/2020; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 1100 260 000	D UNEMPLOYMENT PMTS	0.00	0.00	0.00	0.00
01 1100 281 000	D LTD/STD TCHR/PROF	500.00	7.89	18.76	406.18
01 1100 281 001	HS LTD/STD TCHR/PROF	7,000.00	437.43	73.86	1,829.59
01 1100 281 002	MS LTD/STD TCHR/PROF	500.00	8.30	15.20	424.01
01 1100 281 003	EL LTD/STD TCHR/PROF	6,000.00	334.64	65.79	2,052.61
01 1100 282 001	HS LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 282 002	MS LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 282 003	EL LTD/STD AIDE/PARA	500.00	18.54	86.80	65.98
01 1100 283 001	LTD/STD SUB TCHR	0.00	0.00	0.00	(4.18)
01 1100 283 003	LTD/STD SUB TCHR	500.00	0.00	0.66	496.70
01 1100 333 000	MILEAGE PAID TO CERTIFIED	0.00	0.00	0.00	(1,070.55)
01 1100 382 001	Tuition - Distance Learning	6,000.00	277.00	147.67	(2,860.00)
01 1100 382 002	Tuition - Distance Learning	0.00	0.00	0.00	0.00
01 1100 440 000	DISTRICT RENTALS/LEASES	35,000.00	1,009.59	86.43	4,749.31
01 1100 580 000	INSTRUCTIONAL TRAVEL EXPENSES	0.00	0.00	0.00	(304.19)
01 1100 610 001	HS Teaching Supplies	35,000.00	799.00	67.11	11,512.37
01 1100 610 002	MS Teaching Supplies	8,000.00	295.43	74.26	2,059.20
01 1100 610 003	EL Teaching Supplies	15,000.00	2,625.61	94.30	854.41
01 1100 640 001	HS Textbooks	10,000.00	0.00	196.14	(9,613.83)
01 1100 640 002	MS Textbooks	10,000.00	675.29	139.92	(3,991.59)
01 1100 640 003	EL Textbooks	100,000.00	0.00	5.32	94,680.77
01 1100 643 000	WEB/CLOUD BASED SOFTWARE	25,000.00	6,776.00	48.25	12,938.60
01 1100 733 001	HS Furniture And Equipment	7,000.00	0.00	0.00	7,000.00
01 1100 733 002	MS Furniture And Equipment	3,000.00	236.61	7.89	2,763.39
01 1100 733 003	EL Furniture And Equipment	7,000.00	0.00	7.01	6,509.32
01 1100 890 001	HS Other Expense	55,000.00	0.00	7.46	50,898.70
01 1100 890 002	MS Other Expense	2,000.00	0.00	59.58	808.42
01 1100 890 003	EL Other Expense	5,000.00	103.00	350.99	(12,549.40)
1100	REGULAR INSTRUCTIONAL PROGRAMS	2,820,000.00	242,532.42	106.91	(194,869.64)
1160	PROVERTY PROGRAMS				
01 1160 111 003	Teacher Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 113 003	Substitute Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 211 003	Health Insurance - Poverty	0.00	0.00	0.00	0.00
01 1160 221 003	Social Security - Poverty	0.00	0.00	0.00	0.00
01 1160 231 003	Retirement - Poverty	0.00	0.00	0.00	0.00
01 1160 281 003	Long Term Disability - Poverty	0.00	0.00	0.00	0.00
01 1160 610 003	Teaching Supplies - Poverty	0.00	0.00	0.00	0.00
01 1160 890 003	Other Expense - Poverty	0.00	0.00	0.00	0.00
1160	PROVERTY PROGRAMS	0.00	0.00	0.00	0.00
1190	EARLY CHILDHOOD ED PROGRAMS				
01 1190 111 003	Early Childhood Salary	150,000.00	8,408.90	63.27	55,089.07
01 1190 112 003	EC Early Childhood Aide	29,000.00	149.85	22.49	22,478.67
01 1190 113 003	EC Substitute Salaries	3,000.00	0.00	4.17	2,875.00
01 1190 211 003	EC Health Insurance	35,000.00	1,089.01	37.26	21,957.95
01 1190 221 003	EC Social Security	12,000.00	646.94	60.87	4,695.98
01 1190 222 003	EC SOC SEC AIDE/PARA	3,000.00	11.51	16.71	2,498.64
01 1190 223 003	EC SOC SEC SUB TCHR	0.00	0.00	0.00	(9.57)
01 1190 231 003	EC Retirement	15,000.00	825.90	62.13	5,680.79
01 1190 232 003	RETIREMENT AIDE/PARA	3,000.00	14.80	21.47	2,355.84
01 1190 281 003	EC LTD/STD TCHR/PROF	1,000.00	47.76	56.64	433.59
01 1190 282 003	LTD/STD AIDE/PARA	1,000.00	0.64	3.25	967.51
01 1190 330 003	EC STAFF DEVELOPMENT/TRAINING	0.00	0.00	0.00	(137.95)

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01 1190 333 003	EC Mileage	0.00	0.00	0.00	0.00
01 1190 610 003	EC Supplies	5,000.00	143.38	2.87	4,856.62
01 1190 733 003	EC Furniture & Equipment	2,000.00	0.00	18.00	1,640.10
1190	EARLY CHILDHOOD ED PROGRAMS	259,000.00	11,338.69	51.59	125,382.24
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS				
01 1200 111 001	HS SPED Teacher Salaries	160,000.00	18,123.22	135.92	(57,479.19)
01 1200 111 002	MS SPED Teacher Salaries	9,000.00	727.00	96.93	276.00
01 1200 111 003	EL SPED Teacher Salaries	200,000.00	14,337.85	81.95	36,100.61
01 1200 112 001	HS SPED Teacher Aide	0.00	0.00	0.00	0.00
01 1200 112 002	MS SPED Teacher Aide	0.00	0.00	0.00	0.00
01 1200 112 003	EL SPED Teacher Aide	120,000.00	444.88	89.36	12,772.71
01 1200 113 001	HS SPED Substitute Salaries	0.00	0.00	0.00	0.00
01 1200 113 002	MS SPED Substitute Salaries	0.00	0.00	0.00	0.00
01 1200 113 003	EL SPED Substitute Salaries	5,000.00	0.00	6.25	4,687.50
01 1200 211 001	HS SPED GROUP INS TCHR/PROF	55,000.00	5,242.52	113.40	(7,368.98)
01 1200 211 002	MS SPED GROUP INS TCHR/PROF	4,000.00	242.23	71.99	1,120.30
01 1200 211 003	EL SPED GROUP INS TCHR/PROF	70,000.00	4,421.17	74.36	17,951.34
01 1200 212 003	EL SPED GROUP INS AIDE/PARA	0.00	100.89	0.00	(615.46)
01 1200 221 001	HS SPED SOCIAL SECURITY TCHR/PROF	13,000.00	1,347.35	124.41	(3,173.06)
01 1200 221 002	MS SPED SOCIAL SECURITY TCHR/PROF	1,000.00	55.93	67.11	328.93
01 1200 221 003	EL SPED SOCIAL SECURITY TCHR/PROF	15,000.00	1,081.09	82.36	2,645.74
01 1200 222 003	EL SPED SOCIAL SECURITY AIDE/PARA	9,000.00	34.54	91.40	773.77
01 1200 223 003	EL SPED SOCIAL SECURITY SUB TCHR	0.00	0.00	0.00	(23.90)
01 1200 231 001	HS SPED RETIREMENT TCHR/PROF	16,000.00	1,755.59	133.39	(5,342.77)
01 1200 231 002	MS SPED RETIREMENT TCHR/PROF	1,000.00	71.40	85.69	143.11
01 1200 231 003	EL SPED RETIREMENT TCHR/PROF	20,000.00	1,397.90	81.22	3,755.30
01 1200 232 003	EL SPED RETIREMENT AIDE/PARA	12,000.00	43.80	81.42	2,229.68
01 1200 281 001	HS SPED LTD/STD TCHR/PROF	1,000.00	102.21	119.77	(197.72)
01 1200 281 002	MS SPED LTD/STD TCHR/PROF	1,000.00	4.13	4.87	951.29
01 1200 281 003	HS SPED LTD/STD TCHR/PROF	1,000.00	77.71	90.81	91.87
01 1200 282 003	EL SPED LTD/STD AIDE/PARA	1,000.00	8.70	54.07	459.28
01 1200 330 000	SPED STAFF DEV/TRAINING	3,000.00	0.00	134.10	(1,023.11)
01 1200 333 000	SPED Mileage to Staff	1,000.00	0.00	0.00	1,000.00
01 1200 580 000	SPED TRAVEL EXPENSES	0.00	0.00	0.00	(206.36)
01 1200 591 001	HS PURCHASED SERVICES	50,000.00	0.00	77.49	11,254.18
01 1200 591 002	MS PURCHASED SERVICES	2,000.00	0.00	1.49	1,970.29
01 1200 591 003	EL PURCHASED SERVICES	150,000.00	0.00	149.43	(74,145.06)
01 1200 610 001	HS SPED Supplies	5,000.00	0.00	46.07	2,696.62
01 1200 610 002	MS SPED Supplies	0.00	0.00	0.00	(849.00)
01 1200 610 003	EL SPED Supplies	10,000.00	27.83	52.66	4,734.07
01 1200 640 001	HS SPED Textbooks	0.00	0.00	0.00	0.00
01 1200 640 002	MS SPED Textbooks	0.00	0.00	0.00	(747.86)
01 1200 640 003	EL SPED Textbooks	0.00	0.00	0.00	0.00
01 1200 643 000	SPED Web/Cloud Based Software	3,000.00	199.99	21.67	2,350.01
01 1200 733 001	HS SPED Furniture And Equipment	0.00	0.00	0.00	0.00
01 1200 733 002	MS SPED Furniture And Equipment	0.00	0.00	0.00	0.00
01 1200 733 003	EL SPED Furniture And Equipment	0.00	0.00	0.00	(562.35)
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	938,000.00	49,847.93	104.63	(43,442.22)

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1291	SPED 3-5 YO				
01 1291 211 003	Sped BAF - BCBS	0.00	0.00	0.00	0.00
01 1291 221 003	SPED BAF - Fica	0.00	0.00	0.00	0.00
01 1291 231 003	SPED BAF - Retire	0.00	0.00	0.00	0.00
01 1291 281 003	SPED BAF - LTD	0.00	0.00	0.00	0.00
01 1291 591 003	SPED 3-5 YO PURCH SERVICES	0.00	0.00	0.00	(862.41)
1291	SPED 3-5 YO	0.00	0.00	0.00	(862.41)
1292	SPED DIRECTOR				
01 1292 591 003	EC SPED DIR	0.00	0.00	0.00	(4,460.67)
1292	SPED DIRECTOR	0.00	0.00	0.00	(4,460.67)
1300	SUMMER SCHOOL				
01 1300 111 001	Driver's Education Salary	2,000.00	2,662.00	133.10	(662.00)
01 1300 221 001	DrEd Social Security	250.00	203.63	81.45	46.37
01 1300 231 001	DrEd Retirement	250.00	262.95	105.18	(12.95)
01 1300 281 001	DrEd LTD/STD	0.00	0.00	0.00	0.00
01 1300 338 001	DrEd Repairs	0.00	0.00	0.00	0.00
01 1300 626 001	DrEd GAS & OIL	500.00	130.50	42.00	290.00
1300	SUMMER SCHOOL	3,000.00	3,259.08	111.29	(338.58)
2120	GUIDANCE SERVICES				
01 2120 111 001	HS Counselor's Salary	87,000.00	7,997.57	109.00	(7,832.47)
01 2120 111 002	MS Counselor's Salary	0.00	0.00	0.00	0.00
01 2120 111 003	EL Counselor's Salary	30,000.00	2,786.82	111.47	(3,441.95)
01 2120 211 001	HS Group Ins Counselor	24,000.00	1,715.59	92.34	1,839.28
01 2120 211 002	MS Group Ins Counselor	0.00	0.00	0.00	0.00
01 2120 211 003	EL Group Ins Counselor	9,000.00	511.45	85.43	1,311.64
01 2120 221 001	HS Social Security	7,000.00	590.86	99.94	4.00
01 2120 221 002	MS Social Security	0.00	0.00	0.00	0.00
01 2120 221 003	EL Social Security	2,000.00	213.43	127.73	(554.50)
01 2120 231 001	HS Retirement COUNSELOR	9,000.00	757.63	99.78	19.94
01 2120 231 002	MS Retirement COUNSELOR	0.00	0.00	0.00	0.00
01 2120 231 003	EL Retirement COUNSELOR	3,000.00	246.64	98.68	39.74
01 2120 281 001	HS LTD/STD COUNSELOR	1,000.00	42.91	50.56	494.42
01 2120 281 002	MS LTD/STD COUNSELOR	0.00	0.00	0.00	0.00
01 2120 281 003	EL LTD/STD COUNSELOR	500.00	14.86	34.45	327.76
01 2120 610 001	HS Guidance Supplies	1,500.00	0.00	181.08	(1,216.21)
01 2120 610 002	MS Guidance Supplies	0.00	0.00	0.00	0.00
01 2120 610 003	EL Guidance Supplies	0.00	0.00	0.00	(367.96)
01 2120 890 001	HS Other Expense	1,500.00	0.00	0.00	1,500.00
01 2120 890 002	MS Other Expense	0.00	0.00	0.00	0.00
01 2120 890 003	EL Other Expense	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	175,500.00	14,877.76	104.49	(7,876.31)
2130	HEALTH SERVICES				
01 2130 116 000	SALARIES NURSE	35,000.00	448.00	109.35	(3,273.63)
01 2130 216 000	GROUP INSURANCE NURSE	0.00	0.00	0.00	0.00
01 2130 226 000	SOCIAL SECURITY NURSE	3,000.00	35.56	98.09	57.16
01 2130 236 000	RETIREMENT NURSE	4,000.00	44.25	94.52	219.40
01 2130 286 000	LTD/STD NURSE	500.00	16.77	38.97	305.14
01 2130 320 000	Student Health Screenings	5,000.00	0.00	50.40	2,480.00
01 2130 610 000	Nurse Supplies	7,500.00	0.00	17.05	6,220.92
2130	HEALTH SERVICES	55,000.00	544.58	89.07	6,008.99
2141	SPED SA Psych Services				
01 2141 591 000	SPED SA Psych Services	12,000.00	0.00	395.71	(35,485.34)

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2141	SPED SA Psych Services	12,000.00	0.00	395.71	(35,485.34)
2142	SPED 3-5 Pscyh Services				
01 2142 591 003	SPED 3-5 Psych Services	0.00	0.00	0.00	0.00
2142	SPED 3-5 Pscyh Services	0.00	0.00	0.00	0.00
2143	SPED 0-2 Psych Services				
01 2143 591 003	SPED 0-2 Psych Services	80,000.00	0.00	40.83	47,332.40
2143	SPED 0-2 Psych Services	80,000.00	0.00	40.83	47,332.40
2151	SPED SA Speech/Audiology				
01 2151 591 000	SPED SA Speech/Audiology	20,000.00	0.00	93.15	1,370.42
2151	SPED SA Speech/Audiology	20,000.00	0.00	93.15	1,370.42
2152	SPED 3-5 Speech/Audiology				
01 2152 340 003	SPED 3-5 Speech/Audiology Prf Serv	0.00	0.00	0.00	(6,237.40)
01 2152 591 003	SPED 3-5 Speech/Audiology	2,000.00	0.00	6.40	1,872.09
2152	SPED 3-5 Speech/Audiology	2,000.00	0.00	318.27	(4,365.31)
2153	SPED 0-2 Speech/Audiology				
01 2153 591 003	SPED 0-2 Speech/Audiology	0.00	0.00	0.00	(442.97)
2153	SPED 0-2 Speech/Audiology	0.00	0.00	0.00	(442.97)
2161	SPED SA OccTherapy				
01 2161 340 000	SPED SA OccTherapy (nonESU)	55,000.00	1,046.00	66.57	18,385.44
2161	SPED SA OccTherapy	55,000.00	1,046.00	66.57	18,385.44
2162	SPED 3-5 OccTherapy				
01 2162 340 003	SPED 3-5 OccTherapy (nonESU)	5,000.00	0.00	14.52	4,274.00
2162	SPED 3-5 OccTherapy	5,000.00	0.00	14.52	4,274.00
2163	SPED 0-2 OccTherapy				
01 2163 340 003	SPED 0-2 OccTherapy (nonESU)	1,000.00	0.00	47.85	521.50
2163	SPED 0-2 OccTherapy	1,000.00	0.00	47.85	521.50
2171	SPED SA PhysTherapy				
01 2171 340 000	SPED SA PhysTherapy (nonESU)	25,000.00	16.50	55.18	11,205.35
2171	SPED SA PhysTherapy	25,000.00	16.50	55.18	11,205.35
2172	SPED 3-5 PhysTherapy				
01 2172 340 003	SPED 3-5 PhysTherapy (nonESU)	500.00	0.00	0.00	500.00
2172	SPED 3-5 PhysTherapy	500.00	0.00	0.00	500.00
2173	SPED 0-2 PhysTherapy				
01 2173 340 003	SPED 0-2 PhysTherapy (nonESU)	3,000.00	165.00	14.85	2,554.50
2173	SPED 0-2 PhysTherapy	3,000.00	165.00	14.85	2,554.50
2181	SPED SA Vision Services				
01 2181 340 000	SPED SA-Vision Prof Serv	0.00	0.00	0.00	0.00
01 2181 591 000	SPED SA Vision Services	0.00	0.00	0.00	0.00
2181	SPED SA Vision Services	0.00	0.00	0.00	0.00
2182	SPED 3-5 Vision Services				
01 2182 340 003	SPED 3-5YO Vision Serv	0.00	0.00	0.00	0.00
01 2182 591 003	SPED 3-5 Vision Services	0.00	0.00	0.00	0.00
2182	SPED 3-5 Vision Services	0.00	0.00	0.00	0.00
2183	SPED 0-2 Vision Services				
01 2183 340 003	SPED 0-2YO Vision Services	1,000.00	0.00	0.00	1,000.00
01 2183 591 003	SPED 0-2 Vision Services	0.00	0.00	0.00	0.00
2183	SPED 0-2 Vision Services	1,000.00	0.00	0.00	1,000.00
2211	SCHOOL IMPROVEMENT				

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01 2211 111 000	School Impr - Salaries	0.00	0.00	0.00	0.00
01 2211 333 000	School Impr - Travel	0.00	0.00	0.00	0.00
2211	SCHOOL IMPROVEMENT	0.00	0.00	0.00	0.00
2213	SCHOOL IMPROVEMENT				
01 2213 330 000	INSTRUCTIONAL STAFF DEV/TRAINING	15,000.00	0.00	25.25	11,211.85
2213	SCHOOL IMPROVEMENT	15,000.00	0.00	25.25	11,211.85
2220	LIBRARY/MEDIA SERVICES				
01 2220 111 000	Library/Media Tchr Salaries	56,000.00	4,846.63	103.86	(2,160.00)
01 2220 112 000	Library Aide Salary	20,000.00	127.17	100.73	(145.93)
01 2220 113 000	L/M Substitute Salaries	0.00	0.00	0.00	0.00
01 2220 211 000	L/M Group Ins	19,000.00	1,604.77	101.20	(228.57)
01 2220 221 000	L/M Social Security TCHR/PROF	4,000.00	340.75	102.22	(88.88)
01 2220 222 000	L/M Social Security AIDE	500.00	9.72	309.48	(1,047.42)
01 2220 231 000	L/M Retirement TCHR/PROF	6,000.00	476.04	95.21	287.22
01 2220 232 000	L/M Retirement AIDE	500.00	12.56	398.00	(1,489.99)
01 2220 281 000	L/M LTD/STD TCHR/PROF	1,000.00	27.51	32.71	672.92
01 2220 282 000	L/M LTD/STD AIDE	0.00	0.00	0.00	(81.99)
01 2220 610 000	L/M Supplies	500.00	50.66	20.32	398.39
01 2220 640 000	Library Books & Subscriptions	5,000.00	0.00	68.74	1,563.22
01 2220 650 000	L/M Computer Software	5,000.00	0.00	24.83	3,758.50
01 2220 733 000	L/M Furniture And Equipment	0.00	0.00	0.00	0.00
01 2220 890 000	L/M Other Expense	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES	117,500.00	7,495.81	98.78	1,437.47
2224	EDUCATIONAL TELEVISION SERVICES				
01 2224 630 000	Distant Learning / Internet	7,000.00	0.00	115.12	(1,058.34)
2224	EDUCATIONAL TELEVISION SERVICES	7,000.00	0.00	115.12	(1,058.34)
2230	INSTRUCTION RELATED TECH				
01 2230 111 000	Technology Coordinator	80,000.00	5,874.90	88.12	9,500.65
01 2230 116 000	Technology Support Staff	50,000.00	9,947.17	218.70	(59,352.22)
01 2230 211 000	Technology Group Ins TCHR/PROF	15,000.00	1,210.01	96.61	508.84
01 2230 216 000	Technology Group Ins SUPPORT PROF CLASS	18,000.00	2,953.35	194.98	(17,096.12)
01 2230 221 000	Technology Social Security TCHR/PROF	6,000.00	435.09	87.01	779.18
01 2230 226 000	Technology Social Security PROF CLASS	5,000.00	725.41	158.90	(2,944.84)
01 2230 231 000	Technology Retirement TCHR/PROF	7,000.00	577.18	98.95	73.39
01 2230 236 000	Technology Retirement PROF CLASS	5,000.00	852.78	206.72	(5,336.12)
01 2230 281 000	Technology LTD/STD TCHR/PROF	500.00	31.65	75.26	123.72
01 2230 286 000	Technology LTD/STD PROF CLASS	500.00	47.87	113.79	(68.93)
01 2230 333 000	TECH Mileage	3,000.00	0.00	0.00	3,000.00
01 2230 643 000	TECH Web/Cloud Based Software	45,000.00	2,475.73	96.38	1,627.30
01 2230 650 000	TECH Supplies/Soft/Hardware	50,000.00	3,856.60	34.60	32,697.97
01 2230 734 000	TECH Hardware Capital Outlay	5,000.00	0.00	0.00	5,000.00
01 2230 735 000	TECH Software Capital Outlay	8,000.00	0.00	0.00	8,000.00
2230	INSTRUCTION RELATED TECH	298,000.00	28,987.74	107.88	(23,487.18)
2310	BOARD OF EDUCATION				
01 2310 315 000	AUDIT/BUDGET SERVICES	7,000.00	0.00	98.43	110.00
01 2310 330 000	BOE DEV/TRAINING	1,000.00	0.00	0.00	1,000.00
01 2310 520 000	PROPERTY/LIABILITY INSURANCE	45,000.00	0.00	0.00	45,000.00
01 2310 540 000	ADVERTISING	10,000.00	195.04	56.92	4,307.64
01 2310 610 000	BOE Supplies	1,000.00	0.00	0.00	1,000.00

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01 2310 810 000	BOE Dues & Fees	15,000.00	850.00	73.43	3,986.00
01 2310 890 000	BOE Misc Expense	3,000.00	0.00	0.00	3,000.00
2310	BOARD OF EDUCATION	82,000.00	1,045.04	28.78	58,403.64
2320	EXECUTIVE ADMINISTRATION				
01 2320 105 000	SUPERINTENDENT SALARY	130,000.00	11,062.50	101.31	(1,708.34)
01 2320 159 000	SUPT Cell Stipend	1,000.00	0.00	0.00	1,000.00
01 2320 215 000	SUPT GROUP INS	8,000.00	636.52	95.48	361.76
01 2320 221 000	SUPT SOCIAL SECURITY	0.00	0.00	0.00	0.00
01 2320 225 000	SUPT SOCIAL SECURITY	10,000.00	831.14	98.94	106.01
01 2320 235 000	SUPT RETIREMENT	13,000.00	1,081.27	99.02	127.65
01 2320 285 000	SUPT LTD/STD	500.00	41.00	98.40	8.00
01 2320 310 000	SUPT DUES & FEES	1,000.00	0.00	40.28	597.24
01 2320 330 000	SUPT Staff Dev/Training	1,500.00	0.00	80.72	289.14
01 2320 333 000	SUPT Mileage	500.00	34.50	47.05	264.75
01 2320 560 000	SUPT Computer Hardware	0.00	0.00	0.00	0.00
01 2320 580 000	SUPT TRAVEL EXPENSES	500.00	0.00	55.32	223.40
01 2320 610 000	SUPT Supplies	1,000.00	0.00	280.72	(1,807.21)
01 2320 650 000	SUPT Computer Software	8,000.00	1,530.90	68.42	2,526.60
01 2320 733 000	SUPT Furniture & Equipment	0.00	0.00	0.00	0.00
01 2320 890 000	SUPT Other Expense	0.00	0.00	0.00	(2,267.29)
2320	EXECUTIVE ADMINISTRATION	175,000.00	15,217.83	100.16	(278.29)
2330	District Legal Services				
01 2330 317 000	LEGAL SERVICES	5,000.00	455.00	177.93	(3,896.58)
2330	District Legal Services	5,000.00	455.00	177.93	(3,896.58)
2410	OFFICE OF THE PRINCIPAL				
01 2410 110 000	Clerical Salaries	60,000.00	4,685.78	89.67	6,197.26
01 2410 111 001	HS PRINCIPAL HEAD&ASST SALARIES	60,000.00	4,843.68	95.79	2,524.85
01 2410 111 002	MS PRINCIPAL HEAD&ASST SALARIES	60,000.00	4,766.26	94.27	3,440.12
01 2410 111 003	EL PRINCIPAL HEAD&ASST SALARIES	60,000.00	4,833.29	95.60	2,641.28
01 2410 210 000	Clerical Group Insurance	40,000.00	3,047.00	91.41	3,436.00
01 2410 211 001	HS PRINCIPAL OFFICE GROUP INS	15,000.00	824.13	65.93	5,110.44
01 2410 211 002	MS PRINCIPAL OFFICE GROUP INS	10,000.00	811.07	97.33	267.16
01 2410 211 003	EL PRINCIPAL OFFICE GROUP INS	10,000.00	822.61	98.71	128.68
01 2410 220 000	Clerical Social Security	5,000.00	353.51	80.83	958.59
01 2410 221 001	HS PRINCIPAL OFFICE SOC SEC	5,000.00	370.45	86.59	670.45
01 2410 221 002	MS PRINCIPAL OFFICE SOC SEC	5,000.00	364.53	85.19	740.71
01 2410 221 003	EL PRINCIPAL OFFICE SOC SEC	5,000.00	369.66	86.37	681.46
01 2410 230 000	Clerical Retirement	6,000.00	363.81	86.35	818.96
01 2410 231 001	HS PRINCIPAL OFFICE RETIREMENT	10,000.00	475.84	56.46	4,353.89
01 2410 231 002	MS PRINCIPAL OFFICE RETIREMENT	6,000.00	468.24	92.60	443.84
01 2410 231 003	EL PRINCIPAL OFFICE RETIREMENT	8,000.00	474.82	70.43	2,365.42
01 2410 280 000	Clerical LTD/STD	500.00	19.80	47.91	260.44
01 2410 281 001	HS PRINCIPAL OFFICE LTD/STD	500.00	26.40	63.20	184.02
01 2410 281 002	MS PRINCIPAL OFFICE LTD/STD	500.00	25.99	62.22	188.92
01 2410 281 003	EL PRINCIPAL OFFICE LTD/STD	500.00	26.37	63.12	184.40
01 2410 310 000	PRINC OFFICE DUES/FEES	0.00	0.00	0.00	(335.00)
01 2410 330 000	PRINCIPAL OFFICE STAFF DEV/TRN	3,000.00	0.00	0.00	3,000.00

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01 2410 580 000	PRINC OFFICE TRAVEL EXPENSES	0.00	0.00	0.00	(1,213.35)
01 2410 610 001	HS PRINCIPAL OFFICE SUPPLIES	2,000.00	30.97	5.30	1,894.02
01 2410 610 002	MS PRINCIPAL OFFICE SUPPLIES	1,000.00	0.00	13.24	867.56
01 2410 610 003	EL PRINCIPAL OFFICE SUPPLIES	1,000.00	0.00	45.56	544.44
01 2410 733 000	PRIN OFFICE FURNITURE	0.00	0.00	0.00	(137.14)
01 2410 890 000	PRINCIPAL OFFICE MISC EXP	1,000.00	0.00	12.56	874.45
2410	OFFICE OF THE PRINCIPAL	375,000.00	28,004.21	89.04	41,091.87
2510	FISCAL SERVICES				
01 2510 112 000	Concession Mgr Salaries	5,000.00	0.00	55.54	2,222.96
01 2510 116 000	FISCAL SERVICES SALARIES	50,000.00	4,469.35	84.56	7,721.10
01 2510 210 000	Concession Mgr Group Ins	0.00	0.00	0.00	0.00
01 2510 216 000	FISCAL SERVICES GROUP INS	20,000.00	1,742.15	104.52	(903.18)
01 2510 220 000	Concession Mgr Soc Sec	0.00	0.00	0.00	0.00
01 2510 222 000	SOCIAL SECURITY CONC MGR	500.00	0.00	42.64	286.82
01 2510 226 000	SOCIAL SECURITY PROF CLASS	4,000.00	329.30	77.07	917.10
01 2510 232 000	Concession Mgr Retirement	500.00	0.00	54.86	225.69
01 2510 236 000	FISCAL SERVICES RETIREMENT	5,000.00	367.19	82.04	898.06
01 2510 282 000	Concession Mgr LTD/STD	500.00	0.00	1.94	490.31
01 2510 286 000	FISCAL SERVICES LTD/STD	500.00	17.52	41.29	293.53
01 2510 330 000	FISCAL OFFICE ST DEV/TRN	1,500.00	30.00	26.00	1,110.00
01 2510 340 000	OTHER PROFESSIONAL FISCAL SERVICES	2,000.00	0.00	32.95	1,341.00
01 2510 530 000	PHONE/INTERNET	15,000.00	873.01	82.69	2,596.69
01 2510 531 000	POSTAGE	7,000.00	2,276.28	54.93	3,155.18
01 2510 580 000	FISCAL SERV TRAVEL EXPENSES	0.00	0.00	0.00	(176.51)
01 2510 610 000	FISCAL OFFICE SUPPLIES	2,000.00	195.36	35.02	1,299.62
01 2510 733 000	FURNITURE/FIXTURES	0.00	0.00	0.00	0.00
01 2510 890 000	FISCAL SERVICES MISC EXP	500.00	0.00	13.26	433.68
2510	FISCAL SERVICES	114,000.00	10,300.16	80.78	21,912.05
2590	WORKERS COMP INS				
01 2590 270 000	WORKERS COMP NON-INSTR	10,000.00	0.00	0.00	10,000.00
01 2590 271 000	WORKERS COMP TCHR/PROF	10,000.00	0.00	0.00	10,000.00
2590	WORKERS COMP INS	20,000.00	0.00	0.00	20,000.00
2610	OPERATION OF BUILDINGS				
01 2610 520 000	PROPERTY/LIABILITY INSURANCE	0.00	0.00	0.00	0.00
2610	OPERATION OF BUILDINGS	0.00	0.00	0.00	0.00
2620	MAINT OF BUILDINGS				
01 2620 110 000	MAINTENANCE STAFF SALARIES	170,000.00	19,214.40	85.22	25,133.57
01 2620 210 000	MAINT GROUP INS	30,000.00	2,630.56	105.04	(1,511.51)
01 2620 220 000	MAINT SOCIAL SECURITY	15,000.00	1,469.47	73.82	3,927.48
01 2620 230 000	MAINT RETIREMENT	20,000.00	1,235.31	68.23	6,354.17
01 2620 280 000	MAINT LTD/STD	1,000.00	51.08	57.08	429.22
01 2620 330 000	MAINT STAFF DEV/TRN	0.00	0.00	0.00	0.00
01 2620 410 000	WATER & SEWER	13,000.00	0.00	100.19	(24.99)
01 2620 420 000	TRASH SERVICE	6,000.00	456.70	91.34	519.60
01 2620 430 000	MAINT REPAIR SERVICES	80,000.00	4,065.83	61.05	31,158.12
01 2620 450 000	CONSTRUCTION SERVICES	150,000.00	0.00	(5.25)	157,880.14
01 2620 610 000	MAINT Supplies	75,000.00	6,013.93	70.96	21,777.01
01 2620 621 000	NATURAL GAS	30,000.00	0.00	79.74	6,078.99
01 2620 622 000	ELECTRICITY	75,000.00	8,177.34	86.94	9,798.65
01 2620 733 000	MAINT Furniture & Equipment	40,000.00	0.00	16.44	33,425.90
01 2620 890 000	MISC EXPENSE	10,000.00	0.00	31.27	6,872.75

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2620	MAINT OF BUILDINGS	715,000.00	43,314.62	57.79	301,819.10
2630	OUTSIDE MAINTENANCE				
01 2630 430 000	OUTSIDE REPAIRS/MAINT	211,282.00	1,635.00	3.15	204,628.92
2630	OUTSIDE MAINTENANCE	211,282.00	1,635.00	3.15	204,628.92
2650	VEHICLE OPER/MAINT/PURCH (NON STUDENT)				
01 2650 732 000	Vehicle Aquisition (non-pupil)	0.00	0.00	0.00	(97.57)
2650	VEHICLE OPER/MAINT/PURCH (NON STUDENT)	0.00	0.00	0.00	(97.57)
2710	VEHICLE OPER/MAINT/PURCH (STUDENT)				
01 2710 110 000	TRANSPORTATION Salaries	160,000.00	10,505.36	88.40	18,557.60
01 2710 210 000	TRANSP GROUP INSURANCE	30,000.00	2,691.95	107.22	(2,164.74)
01 2710 220 000	TRANSP SOCIAL SECURITY	13,000.00	763.63	79.62	2,649.78
01 2710 230 000	TRANSP RETIREMENT	15,000.00	622.37	82.01	2,698.95
01 2710 260 000	Unemployment Payments	0.00	0.00	0.00	0.00
01 2710 271 000	Workmen's Compensation	0.00	0.00	0.00	0.00
01 2710 280 000	TRANSP LTD/STD	1,000.00	36.03	54.66	453.42
01 2710 330 000	TRANSP STAFF DEV/TRN	1,000.00	125.00	260.00	(1,600.00)
01 2710 430 000	VEHICLE REPAIRS/MAINT	60,000.00	6,939.13	44.42	33,349.30
01 2710 610 000	VEHICLE PARTS/SUPPLIES	10,000.00	518.71	88.10	1,190.47
01 2710 626 000	GAS & DIESEL	50,000.00	861.34	67.43	16,284.32
01 2710 732 000	Bus Acquisition (pupil)	0.00	0.00	0.00	0.00
01 2710 890 000	Transp. Other Expense	65,000.00	153.50	4.00	62,398.69
2710	VEHICLE OPER/MAINT/PURCH (STUDENT)	405,000.00	23,217.02	66.96	133,817.79
2712	VEHICLE OPER/MAINT/PURCH (SPED)				
01 2712 110 000	Sped Transportation Salaries	10,000.00	0.00	103.70	(369.90)
01 2712 210 000	SPED TRANSP Group Ins	0.00	0.00	0.00	(22.73)
01 2712 220 000	SPED TRANSP Soc Sec	1,000.00	0.00	79.56	204.44
01 2712 230 000	SPED TRANS Retirement	500.00	0.00	204.78	(523.89)
01 2712 280 000	SPED TRANSP LTD/STD	500.00	0.00	6.96	465.22
01 2712 332 000	SPED Mileage to Parents	0.00	0.00	0.00	0.00
01 2712 510 000	Sped Transportation	1,000.00	0.00	0.00	1,000.00
01 2712 626 000	SPED GAS/DIESEL FUEL	0.00	0.00	0.00	(1,411.00)
01 2712 732 000	SPED VEHICLE OP/MAINT/PURCH	0.00	0.00	0.00	0.00
2712	VEHICLE OPER/MAINT/PURCH (SPED)	13,000.00	0.00	105.06	(657.86)
2900	OTHER SUPPORT SERVICES				
01 2900 890 000	Non-Revenue/Other Support Serv	2,000.00	0.00	40.00	1,200.00
2900	OTHER SUPPORT SERVICES	2,000.00	0.00	40.00	1,200.00
3400	FOUNDATION GRANT				
01 3400 610 000	Foundation Grant Expenditures	0.00	0.00	0.00	0.00
3400	FOUNDATION GRANT	0.00	0.00	0.00	0.00
3535	HIGH ABILITY LEARNERS				
01 3535 111 003	High Ability Learners	4,000.00	557.36	167.21	(2,688.43)
01 3535 211 003	HAL Group Insurance	0.00	159.74	0.00	(1,914.12)
01 3535 221 003	HAL Social Security	0.00	42.26	0.00	(507.08)
01 3535 231 003	HAL Retirement	0.00	54.75	0.00	(657.02)
01 3535 281 003	HAL LTD/STD	0.00	3.16	0.00	(37.67)
01 3535 610 003	HAL Supplies	0.00	0.00	0.00	(307.50)
01 3535 650 003	High Ability Software	0.00	0.00	0.00	0.00
01 3535 733 003	HAL Furniture & Equipment	0.00	0.00	0.00	0.00
3535	HIGH ABILITY LEARNERS	4,000.00	817.27	252.80	(6,111.82)
3540	STATE EARLY CHILDHOOD				
01 3540 111 003	Sixpence Coordinator Salaries	25,000.00	3,053.32	138.42	(9,604.08)

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01 3540 112 003	SIXPENCE SALARIES AIDE	50,000.00	4,268.99	94.35	2,822.87
01 3540 211 003	Sixpence Coord Group Insurance	8,000.00	963.15	136.30	(2,904.19)
01 3540 212 003	GROUP INSURANCE - AIDE	0.00	0.00	0.00	0.00
01 3540 221 003	Coord. Social Security	5,000.00	219.18	49.68	2,516.17
01 3540 222 003	SOCIAL SECURITY AIDE	1,500.00	327.82	241.59	(2,123.92)
01 3540 231 003	Coord. Retirement	5,000.00	299.85	67.97	1,601.40
01 3540 232 003	SIXPENCE RETIREMENT - AIDE	2,000.00	403.47	232.09	(2,641.84)
01 3540 281 003	Coordinator LTD/STD	500.00	17.81	39.78	301.10
01 3540 282 003	LTD/STD AIDE	500.00	16.39	38.85	305.76
01 3540 330 003	Sixpence Travel/Staff Development	5,000.00	0.00	17.80	4,110.00
01 3540 333 003	Sixpence Mileage to Staff	0.00	0.00	0.00	0.00
01 3540 340 003	Sixpence Professional Services	5,000.00	0.00	0.00	5,000.00
01 3540 580 003	Sixpence Travel Expenses	500.00	0.00	474.68	(1,873.41)
01 3540 610 003	Sixpence Supplies/Family Inv	8,000.00	0.00	83.63	1,309.96
01 3540 733 003	Sixpence Furniture and Equipment	0.00	0.00	0.00	(599.99)
3540	STATE EARLY CHILDHOOD	116,000.00	9,569.98	101.53	(1,780.17)
3570	Teacher Eval Grant				
01 3570 610 000	Teacher Eval Grant	0.00	0.00	0.00	0.00
3570	Teacher Eval Grant	0.00	0.00	0.00	0.00
4210	TITLE I NCLB IMPROVING BSC PRGRMS ACCNT				
01 4210 330 003	Title I Acctblty TRAVEL/Training EXPENSE	0.00	0.00	0.00	0.00
01 4210 465 003	Title I Acctblty COMPUTER SOFTWARE	0.00	0.00	0.00	(79.00)
01 4210 610 003	Title I Acctblty SUPPLIES	0.00	0.00	0.00	0.00
4210	TITLE I NCLB IMPROVING BSC PRGRMS ACCNT	0.00	0.00	0.00	(79.00)
4300	OTHER PROFESSIONAL SERVICES				
01 4300 340 000	PROFESSIONAL SERVICES- ARCHIT/ENGINEER	0.00	0.00	0.00	0.00
4300	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
4411	IDEA PART B EARLY INTERVENING SERVICES				
01 4411 610 003	IDEA Part B-Early Interven. (Rtl)	0.00	0.00	0.00	0.00
4411	IDEA PART B EARLY INTERVENING SERVICES	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE				
01 4412 591 003	IDEA Prof. Services	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	0.00	0.00
4900	OTHER FEDERAL EXPENDITURES				
01 4900 610 003	Drug Education - Supplies	0.00	0.00	0.00	(1,184.00)
4900	OTHER FEDERAL EXPENDITURES	0.00	0.00	0.00	(1,184.00)
6200	FEDERAL-TITLE I PART A ESSA				
01 6200 111 003	Title I, Part A SALARIES	145,000.00	11,680.41	98.07	2,799.65
01 6200 112 003	Title I - Aide Salaries	0.00	0.00	0.00	0.00
01 6200 113 003	Title I Substitute Salaries	2,000.00	0.00	0.00	2,000.00
01 6200 211 003	Title I Group Insurance	40,000.00	2,954.90	90.06	3,976.69
01 6200 221 003	Title I Social Security TCHR	10,000.00	867.34	105.53	(553.29)
01 6200 223 003	Title I SOC SEC SUB TCHR	500.00	0.00	0.00	500.00
01 6200 231 003	Title I Retirement	15,000.00	1,147.22	93.12	1,032.30
01 6200 281 003	Title I LTD/STD	1,000.00	66.60	79.94	200.57
01 6200 330 003	Title I Staff Dev/Training	2,500.00	0.00	16.40	2,090.00
01 6200 560 003	Title I Computer Hardware	0.00	0.00	0.00	0.00
01 6200 580 003	Title I Travel Expenses	0.00	0.00	0.00	0.00
01 6200 610 003	Title I Supplies	2,000.00	0.00	181.90	(1,637.97)

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01 6200 650 003	Title I Computer Software	0.00	0.00	0.00	(338.00)
01 6200 733 003	Title I Furniture & Equipment	0.00	0.00	0.00	0.00
01 6200 890 003	Title I Misc. Expenses	0.00	0.00	0.00	0.00
6200	FEDERAL-TITLE I PART A ESSA	218,000.00	16,716.47	95.38	10,069.95
6404	FEDERAL-IDEA PART B (611) BASE AGE 0-4				
01 6404 111 003	IDEA Part B Base Salary (prek BAF)	12,000.00	1,017.79	101.78	(213.59)
01 6404 112 003	IDEA Part B Base Aide (prek BAF)	0.00	0.00	0.00	0.00
01 6404 211 003	IDEA Part B Base Ins. (prek BAF)	5,000.00	339.11	80.63	968.55
01 6404 221 003	IDEA Part B Base Soc.Sec. (prek BA	1,000.00	78.30	93.95	60.48
01 6404 231 003	IDEA Part B Base Ret. (prek BAF)	1,500.00	99.96	79.98	300.26
01 6404 281 003	IDEA Part B Base LTD (prek BAF)	500.00	5.78	13.64	431.80
01 6404 340 003	IDEA 0-4 YO Prof Services	2,000.00	957.00	578.74	(9,574.89)
01 6404 591 003	IDEA Part B 0-2 YO Profl Services B	30,000.00	0.00	22.80	23,159.91
01 6404 732 003	IDEA Part B - Vehicle Aq.	0.00	0.00	0.00	0.00
6404	FEDERAL-IDEA PART B (611) BASE AGE 0-4	52,000.00	2,497.94	70.90	15,132.52
6406	FEDERAL-IDEA PART B (611) BASE AGE 3-4				
01 6406 591 003	IDEA Preschool Prf Serv	500.00	0.00	335.98	(1,179.89)
6406	FEDERAL-IDEA PART B (611) BASE AGE 3-4	500.00	0.00	335.98	(1,179.89)
6410	FEDERAL-IDEA PART E/P (619				
01 6410 112 003	IDEA E/P - Salaries	0.00	0.00	0.00	0.00
01 6410 340 003	SPED IDEA E/P 619	0.00	0.00	0.00	(27,024.85)
01 6410 560 003	Sped IDEA - Computer Hard.	0.00	0.00	0.00	0.00
01 6410 591 003	IDEA E/P 3-5 YO Contracted Services	10,000.00	0.00	305.71	(20,570.99)
01 6410 610 003	IDEA E/P Supplies	0.00	0.00	0.00	0.00
6410	FEDERAL-IDEA PART E/P (619	10,000.00	0.00	575.96	(47,595.84)
6412	IDEA Non-Public				
01 6412 111 003	IDEA Non-Public SALARIES	0.00	0.00	0.00	0.00
01 6412 211 003	GROUP INSURANCE TCHR/PROF	0.00	0.00	0.00	0.00
6412	IDEA Non-Public	0.00	0.00	0.00	0.00
6969	Title IV ESSA/SSAE Grant				
01 6969 340 000	Title IV ESSA/SSAE Grant	0.00	0.00	0.00	(675.00)
01 6969 490 000	Title IV SSAE Grant Other Materials	0.00	0.00	0.00	0.00
01 6969 610 000	Title IV SSAE Grant Supplies	0.00	0.00	0.00	0.00
6969	Title IV ESSA/SSAE Grant	0.00	0.00	0.00	(675.00)
6992	FEDERAL-REAP				
01 6992 610 003	REAP Grant Expend	0.00	809.40	0.00	(1,300.08)
6992	FEDERAL-REAP	0.00	809.40	0.00	(1,300.08)
6996	COVID / ESSER				
01 6996 132 000	COVID OVERTIME AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 222 000	COVID SOC SEC AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 232 000	COVID RETIREMT AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 282 000	COVID LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 610 000	COVID/ESSER SUPPLIES	0.00	3,436.16	0.00	(7,018.00)
6996	COVID / ESSER	0.00	3,436.16	0.00	(7,018.00)
8000	TRANSFERS (OUTGOING)				
01 8000 912 000	TRANSFER TO HOT LUNCH	25,000.00	0.00	0.00	25,000.00
01 8000 913 000	TRANSFER TO ACTIVITY ACCT	50,000.00	0.00	0.00	50,000.00
01 8000 917 000	TRANSFER TO EE BEN FUND	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	75,000.00	0.00	0.00	75,000.00
9000	NON-PROGRAM EXPENDITURES				

**Expenditure Report by Function/Object -
Detail_KW**

08/10/2020 12:10 PM

Regular; Processing Month 08/2020; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 9000 110 000	Kitchen Payroll	60,000.00	818.07	97.45	1,529.93
01 9000 210 000	KITCHEN GROUP INS	7,000.00	657.64	105.74	(401.96)
01 9000 220 000	KITCHEN SOCIAL SECURITY	5,000.00	62.23	87.10	644.82
01 9000 230 000	KITCHEN RETIREMENT	6,000.00	80.81	88.79	672.56
01 9000 280 000	KITCHEN LTD	1,000.00	27.39	28.95	710.46
01 9000 900 000	MISC EXP-expected carryover	1,800,000.00	0.00	0.00	1,800,000.00
9000	NON-PROGRAM EXPENDITURES	1,879,000.00	1,646.14	4.04	1,803,155.81
01	GENERAL FUND	9,364,282.00	518,793.75	72.99	2,528,872.74

**Expenditure Report by Function/Object -
Detail_KW**

08/10/2020 12:10 PM

Regular; Processing Month 08/2020; Fund Number 01

User ID: KAW

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
Grand Total:		9,364,282.00	518,793.75	72.99	2,528,872.74

**Expenditure Report by Function/Object -
Detail_KW**

08/24/2020 10:00 AM

Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01	GENERAL FUND				
1100	REGULAR INSTRUCTIONAL PROGRAMS				
01 1100 111 000	Extra Duty Salary	30,000.00	12,374.46	444.37	(103,312.49)
01 1100 111 001	HS Teacher Salaries	700,000.00	78,285.26	139.92	(279,447.01)
01 1100 111 002	MS Teacher Salaries	55,000.00	1,628.19	30.36	38,301.68
01 1100 111 003	EL Teacher Salaries	750,000.00	64,940.95	98.49	11,307.94
01 1100 112 002	MS AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 112 003	EL AIDE/PARA	70,000.00	365.23	124.01	(16,804.43)
01 1100 113 001	HS SUB TCHR	30,000.00	0.00	50.63	14,811.62
01 1100 113 002	MS SUB TCHR	0.00	0.00	0.00	0.00
01 1100 113 003	EL SUB TCHR	40,000.00	0.00	76.11	9,557.59
01 1100 153 000	TEACH SUB/CLASS COVERAGE	0.00	0.00	0.00	(1,622.40)
01 1100 153 001	EXTRA DUTY / STIPENDS	12,000.00	3,271.50	86.33	1,640.50
01 1100 153 002	CERT Unused Leave Payouts	0.00	500.00	0.00	(17,350.00)
01 1100 211 000	D GROUP INSURANCE TCHR/PROF	20,000.00	2,536.12	131.57	(6,313.03)
01 1100 211 001	HS GROUP INSURANCE TCHR/PROF	250,000.00	20,223.36	97.68	5,787.74
01 1100 211 002	MS GROUP INSURANCE TCHR/PROF	1,000.00	542.74	620.92	(5,209.15)
01 1100 211 003	EL GROUP INSURANCE TCHR/PROF	200,000.00	16,772.36	101.43	(2,867.34)
01 1100 212 003	EL GROUP INSURANCE AIDE/PARA	3,000.00	0.00	45.19	1,644.19
01 1100 213 001	CERTIFIED CLASS COVG-BCBS	0.00	0.00	0.00	0.00
01 1100 213 003	CERTIFIED CLASS COVG-BCBS	0.00	0.00	0.00	(3.47)
01 1100 221 000	D SOCIAL SECURITY TCHR/PROF	8,000.00	925.11	124.92	(1,993.89)
01 1100 221 001	HS SOCIAL SECURITY TCHR/PROF	70,000.00	5,876.38	104.56	(3,193.68)
01 1100 221 002	MS SOCIAL SECURITY TCHR/PROF	4,000.00	123.47	31.57	2,737.39
01 1100 221 003	EL SOCIAL SECURITY TCHR/PROF	55,000.00	4,809.26	98.35	907.92
01 1100 222 001	HS SOCIAL SECURITY AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 222 002	MS SOCIAL SECURITY AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 222 003	EL SOCIAL SECURITY AIDE/PARA	7,000.00	29.36	93.11	482.41
01 1100 223 000	SOCIAL SECURITY Tchr Sub Pay	0.00	0.00	0.00	(124.01)
01 1100 223 001	HS SOCIAL SECURITY SUB TCHR	3,000.00	250.27	65.11	1,046.71
01 1100 223 002	MS SOCIAL SECURITY SUB TCHR	0.00	38.24	0.00	(1,327.14)
01 1100 223 003	EL SOCIAL SECURITY SUB TCHR	3,000.00	0.00	77.64	670.84
01 1100 231 000	D RETIREMENT TCHR/PROF	10,000.00	1,215.67	120.35	(2,034.58)
01 1100 231 001	HS RETIREMENT TCHR/PROF	82,000.00	7,692.29	113.01	(10,672.11)
01 1100 231 002	MS RETIREMENT TCHR/PROF	5,000.00	160.02	32.84	3,358.00
01 1100 231 003	EL RETIREMENT TCHR/PROF	65,000.00	6,331.78	108.08	(5,251.11)
01 1100 232 001	HS RETIREMENT AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 232 002	MS RETIREMENT AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 232 003	EL RETIREMENT AIDE/PARA	8,000.00	36.07	101.93	(154.77)
01 1100 233 001	HS RETIREMENT SUB TCHR	0.00	0.00	0.00	(27.30)
01 1100 233 002	MS RETIREMENT SUB TCHR	0.00	0.00	0.00	0.00
01 1100 233 003	EL RETIREMENT SUB TCHR	1,000.00	0.00	7.21	927.92
01 1100 237 000	D RETIREMENT TCHR/PROF	0.00	0.00	0.00	0.00
01 1100 237 001	Increased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 237 002	MSIncreased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 237 003	ELIncreased Retirement Contribution Rate	0.00	0.00	0.00	0.00
01 1100 260 000	D UNEMPLOYMENT PMTS	0.00	0.00	0.00	0.00
01 1100 281 000	D LTD/STD TCHR/PROF	500.00	7.89	18.76	406.18
01 1100 281 001	HS LTD/STD TCHR/PROF	7,000.00	437.43	73.86	1,829.59
01 1100 281 002	MS LTD/STD TCHR/PROF	500.00	8.30	15.20	424.01
01 1100 281 003	EL LTD/STD TCHR/PROF	6,000.00	334.64	65.79	2,052.61
01 1100 282 001	HS LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 282 002	MS LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 1100 282 003	EL LTD/STD AIDE/PARA	500.00	18.54	86.80	65.98
01 1100 283 001	LTD/STD SUB TCHR	0.00	0.00	0.00	(4.18)
01 1100 283 003	LTD/STD SUB TCHR	500.00	0.00	0.66	496.70
01 1100 333 000	MILEAGE PAID TO CERTIFIED	0.00	0.00	0.00	(1,070.55)
01 1100 382 001	Tuition - Distance Learning	6,000.00	277.00	147.67	(2,860.00)
01 1100 382 002	Tuition - Distance Learning	0.00	0.00	0.00	0.00
01 1100 440 000	DISTRICT RENTALS/LEASES	35,000.00	2,583.92	90.93	3,174.98
01 1100 580 000	INSTRUCTIONAL TRAVEL EXPENSES	0.00	0.00	0.00	(304.19)
01 1100 610 001	HS Teaching Supplies	35,000.00	3,295.58	74.24	9,015.79
01 1100 610 002	MS Teaching Supplies	8,000.00	295.43	74.26	2,059.20
01 1100 610 003	EL Teaching Supplies	15,000.00	2,685.61	94.70	794.41
01 1100 640 001	HS Textbooks	10,000.00	0.00	196.14	(9,613.83)

**Expenditure Report by Function/Object -
Detail_KW**

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Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 1100 640 002	MS Textbooks	10,000.00	675.29	139.92	(3,991.59)
01 1100 640 003	EL Textbooks	100,000.00	0.00	5.32	94,680.77
01 1100 643 000	WEB/CLOUD BASED SOFTWARE	25,000.00	7,491.00	51.11	12,223.60
01 1100 733 001	HS Furniture And Equipment	7,000.00	0.00	0.00	7,000.00
01 1100 733 002	MS Furniture And Equipment	3,000.00	236.61	7.89	2,763.39
01 1100 733 003	EL Furniture And Equipment	7,000.00	0.00	7.01	6,509.32
01 1100 890 001	HS Other Expense	55,000.00	0.00	7.46	50,898.70
01 1100 890 002	MS Other Expense	2,000.00	0.00	59.58	808.42
01 1100 890 003	EL Other Expense	5,000.00	103.00	350.99	(12,549.40)
1100	REGULAR INSTRUCTIONAL PROGRAMS	2,820,000.00	247,378.33	107.08	(199,715.55)
1160	PROVERTY PROGRAMS				
01 1160 111 003	Teacher Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 113 003	Substitute Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 211 003	Health Insurance - Poverty	0.00	0.00	0.00	0.00
01 1160 221 003	Social Security - Poverty	0.00	0.00	0.00	0.00
01 1160 231 003	Retirement - Poverty	0.00	0.00	0.00	0.00
01 1160 281 003	Long Term Disability - Poverty	0.00	0.00	0.00	0.00
01 1160 610 003	Teaching Supplies - Poverty	0.00	0.00	0.00	0.00
01 1160 890 003	Other Expense - Poverty	0.00	0.00	0.00	0.00
1160	PROVERTY PROGRAMS	0.00	0.00	0.00	0.00
1190	EARLY CHILDHOOD ED PROGRAMS				
01 1190 111 003	Early Childhood Salary	150,000.00	8,408.90	63.27	55,089.07
01 1190 112 003	EC Early Childhood Aide	29,000.00	149.85	22.49	22,478.67
01 1190 113 003	EC Substitute Salaries	3,000.00	0.00	4.17	2,875.00
01 1190 211 003	EC Health Insurance	35,000.00	1,089.01	37.26	21,957.95
01 1190 221 003	EC Social Security	12,000.00	646.94	60.87	4,695.98
01 1190 222 003	EC SOC SEC AIDE/PARA	3,000.00	11.51	16.71	2,498.64
01 1190 223 003	EC SOC SEC SUB TCHR	0.00	0.00	0.00	(9.57)
01 1190 231 003	EC Retirement	15,000.00	825.90	62.13	5,680.79
01 1190 232 003	RETIREMENT AIDE/PARA	3,000.00	14.80	21.47	2,355.84
01 1190 281 003	EC LTD/STD TCHR/PROF	1,000.00	47.76	56.64	433.59
01 1190 282 003	LTD/STD AIDE/PARA	1,000.00	0.64	3.25	967.51
01 1190 330 003	EC STAFF DEVELOPMENT/TRAINING	0.00	0.00	0.00	(137.95)
01 1190 333 003	EC Mileage	0.00	0.00	0.00	0.00
01 1190 610 003	EC Supplies	5,000.00	143.38	2.87	4,856.62
01 1190 733 003	EC Furniture & Equipment	2,000.00	0.00	18.00	1,640.10
1190	EARLY CHILDHOOD ED PROGRAMS	259,000.00	11,338.69	51.59	125,382.24
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS				
01 1200 111 001	HS SPED Teacher Salaries	160,000.00	18,123.22	135.92	(57,479.19)
01 1200 111 002	MS SPED Teacher Salaries	9,000.00	727.00	96.93	276.00
01 1200 111 003	EL SPED Teacher Salaries	200,000.00	14,337.85	81.95	36,100.61
01 1200 112 001	HS SPED Teacher Aide	0.00	0.00	0.00	0.00
01 1200 112 002	MS SPED Teacher Aide	0.00	0.00	0.00	0.00
01 1200 112 003	EL SPED Teacher Aide	120,000.00	444.88	89.36	12,772.71
01 1200 113 001	HS SPED Substitute Salaries	0.00	0.00	0.00	0.00
01 1200 113 002	MS SPED Substitute Salaries	0.00	0.00	0.00	0.00
01 1200 113 003	EL SPED Substitute Salaries	5,000.00	0.00	6.25	4,687.50
01 1200 211 001	HS SPED GROUP INS TCHR/PROF	55,000.00	5,242.52	113.40	(7,368.98)
01 1200 211 002	MS SPED GROUP INS TCHR/PROF	4,000.00	242.23	71.99	1,120.30
01 1200 211 003	EL SPED GROUP INS TCHR/PROF	70,000.00	4,421.17	74.36	17,951.34
01 1200 212 003	EL SPED GROUP INS AIDE/PARA	0.00	100.89	0.00	(615.46)
01 1200 221 001	HS SPED SOCIAL SECURITY TCHR/PROF	13,000.00	1,347.35	124.41	(3,173.06)
01 1200 221 002	MS SPED SOCIAL SECURITY TCHR/PROF	1,000.00	55.93	67.11	328.93
01 1200 221 003	EL SPED SOCIAL SECURITY TCHR/PROF	15,000.00	1,081.09	82.36	2,645.74
01 1200 222 003	EL SPED SOCIAL SECURITY AIDE/PARA	9,000.00	34.54	91.40	773.77
01 1200 223 003	EL SPED SOCIAL SECURITY SUB TCHR	0.00	0.00	0.00	(23.90)
01 1200 231 001	HS SPED RETIREMENT TCHR/PROF	16,000.00	1,755.59	133.39	(5,342.77)
01 1200 231 002	MS SPED RETIREMENT TCHR/PROF	1,000.00	71.40	85.69	143.11
01 1200 231 003	EL SPED RETIREMENT TCHR/PROF	20,000.00	1,397.90	81.22	3,755.30
01 1200 232 003	EL SPED RETIREMENT AIDE/PARA	12,000.00	43.80	81.42	2,229.68
01 1200 281 001	HS SPED LTD/STD TCHR/PROF	1,000.00	102.21	119.77	(197.72)
01 1200 281 002	MS SPED LTD/STD TCHR/PROF	1,000.00	4.13	4.87	951.29
01 1200 281 003	HS SPED LTD/STD TCHR/PROF	1,000.00	77.71	90.81	91.87
01 1200 282 003	EL SPED LTD/STD AIDE/PARA	1,000.00	8.70	54.07	459.28
01 1200 330 000	SPED STAFF DEV/TRAINING	3,000.00	0.00	134.10	(1,023.11)

**Expenditure Report by Function/Object -
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Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 1200 333 000	SPED Mileage to Staff	1,000.00	0.00	0.00	1,000.00
01 1200 580 000	SPED TRAVEL EXPENSES	0.00	0.00	0.00	(206.36)
01 1200 591 001	HS PURCHASED SERVICES	50,000.00	0.00	77.49	11,254.18
01 1200 591 002	MS PURCHASED SERVICES	2,000.00	0.00	1.49	1,970.29
01 1200 591 003	EL PURCHASED SERVICES	150,000.00	0.00	149.43	(74,145.06)
01 1200 610 001	HS SPED Supplies	5,000.00	0.00	46.07	2,696.62
01 1200 610 002	MS SPED Supplies	0.00	0.00	0.00	(849.00)
01 1200 610 003	EL SPED Supplies	10,000.00	27.83	52.66	4,734.07
01 1200 640 001	HS SPED Textbooks	0.00	0.00	0.00	0.00
01 1200 640 002	MS SPED Textbooks	0.00	0.00	0.00	(747.86)
01 1200 640 003	EL SPED Textbooks	0.00	0.00	0.00	0.00
01 1200 643 000	SPED Web/Cloud Based Software	3,000.00	199.99	21.67	2,350.01
01 1200 733 001	HS SPED Furniture And Equipment	0.00	0.00	0.00	0.00
01 1200 733 002	MS SPED Furniture And Equipment	0.00	0.00	0.00	0.00
01 1200 733 003	EL SPED Furniture And Equipment	0.00	0.00	0.00	(562.35)
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	938,000.00	49,847.93	104.63	(43,442.22)
1291	SPED 3-5 YO				
01 1291 211 003	Sped BAF - BCBS	0.00	0.00	0.00	0.00
01 1291 221 003	SPED BAF - Fica	0.00	0.00	0.00	0.00
01 1291 231 003	SPED BAF - Retire	0.00	0.00	0.00	0.00
01 1291 281 003	SPED BAF - LTD	0.00	0.00	0.00	0.00
01 1291 591 003	SPED 3-5 YO PURCH SERVICES	0.00	0.00	0.00	(862.41)
1291	SPED 3-5 YO	0.00	0.00	0.00	(862.41)
1292	SPED DIRECTOR				
01 1292 591 003	EC SPED DIR	0.00	0.00	0.00	(4,460.67)
1292	SPED DIRECTOR	0.00	0.00	0.00	(4,460.67)
1300	SUMMER SCHOOL				
01 1300 111 001	Driver's Education Salary	2,000.00	2,662.00	133.10	(662.00)
01 1300 221 001	DrEd Social Security	250.00	203.63	81.45	46.37
01 1300 231 001	DrEd Retirement	250.00	262.95	105.18	(12.95)
01 1300 281 001	DrEd LTD/STD	0.00	0.00	0.00	0.00
01 1300 338 001	DrEd Repairs	0.00	0.00	0.00	0.00
01 1300 626 001	DrEd GAS & OIL	500.00	130.50	42.00	290.00
1300	SUMMER SCHOOL	3,000.00	3,259.08	111.29	(338.58)
2120	GUIDANCE SERVICES				
01 2120 111 001	HS Counselor's Salary	87,000.00	7,997.57	109.00	(7,832.47)
01 2120 111 002	MS Counselor's Salary	0.00	0.00	0.00	0.00
01 2120 111 003	EL Counselor's Salary	30,000.00	2,786.82	111.47	(3,441.95)
01 2120 211 001	HS Group Ins Counselor	24,000.00	1,715.59	92.34	1,839.28
01 2120 211 002	MS Group Ins Counselor	0.00	0.00	0.00	0.00
01 2120 211 003	EL Group Ins Counselor	9,000.00	511.45	85.43	1,311.64
01 2120 221 001	HS Social Security	7,000.00	590.86	99.94	4.00
01 2120 221 002	MS Social Security	0.00	0.00	0.00	0.00
01 2120 221 003	EL Social Security	2,000.00	213.43	127.73	(554.50)
01 2120 231 001	HS Retirement COUNSELOR	9,000.00	757.63	99.78	19.94
01 2120 231 002	MS Retirement COUNSELOR	0.00	0.00	0.00	0.00
01 2120 231 003	EL Retirement COUNSELOR	3,000.00	246.64	98.68	39.74
01 2120 281 001	HS LTD/STD COUNSELOR	1,000.00	42.91	50.56	494.42
01 2120 281 002	MS LTD/STD COUNSELOR	0.00	0.00	0.00	0.00
01 2120 281 003	EL LTD/STD COUNSELOR	500.00	14.86	34.45	327.76
01 2120 610 001	HS Guidance Supplies	1,500.00	0.00	181.08	(1,216.21)
01 2120 610 002	MS Guidance Supplies	0.00	0.00	0.00	0.00
01 2120 610 003	EL Guidance Supplies	0.00	0.00	0.00	(367.96)
01 2120 890 001	HS Other Expense	1,500.00	0.00	0.00	1,500.00
01 2120 890 002	MS Other Expense	0.00	0.00	0.00	0.00
01 2120 890 003	EL Other Expense	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	175,500.00	14,877.76	104.49	(7,876.31)
2130	HEALTH SERVICES				
01 2130 116 000	SALARIES NURSE	35,000.00	448.00	109.35	(3,273.63)
01 2130 216 000	GROUP INSURANCE NURSE	0.00	0.00	0.00	0.00
01 2130 226 000	SOCIAL SECURITY NURSE	3,000.00	35.56	98.09	57.16
01 2130 236 000	RETIREMENT NURSE	4,000.00	44.25	94.52	219.40
01 2130 286 000	LTD/STD NURSE	500.00	16.77	38.97	305.14
01 2130 320 000	Student Health Screenings	5,000.00	0.00	50.40	2,480.00
01 2130 610 000	Nurse Supplies	7,500.00	0.00	17.05	6,220.92
2130	HEALTH SERVICES	55,000.00	544.58	89.07	6,008.99
2141	SPED SA Psych Services				
01 2141 591 000	SPED SA Psych Services	12,000.00	0.00	395.71	(35,485.34)
2141	SPED SA Psych Services	12,000.00	0.00	395.71	(35,485.34)
2142	SPED 3-5 Pscyh Services				

**Expenditure Report by Function/Object -
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Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 2142 591 003	SPED 3-5 Psych Services	0.00	0.00	0.00	0.00
2142	SPED 3-5 Psych Services	0.00	0.00	0.00	0.00
2143	SPED 0-2 Psych Services				
01 2143 591 003	SPED 0-2 Psych Services	80,000.00	0.00	40.83	47,332.40
2143	SPED 0-2 Psych Services	80,000.00	0.00	40.83	47,332.40
2151	SPED SA Speech/Audiology				
01 2151 591 000	SPED SA Speech/Audiology	20,000.00	0.00	93.15	1,370.42
2151	SPED SA Speech/Audiology	20,000.00	0.00	93.15	1,370.42
2152	SPED 3-5 Speech/Audiology				
01 2152 340 003	SPED 3-5 Speech/Audiology Prf Serv	0.00	0.00	0.00	(6,237.40)
01 2152 591 003	SPED 3-5 Speech/Audiology	2,000.00	0.00	6.40	1,872.09
2152	SPED 3-5 Speech/Audiology	2,000.00	0.00	318.27	(4,365.31)
2153	SPED 0-2 Speech/Audiology				
01 2153 591 003	SPED 0-2 Speech/Audiology	0.00	0.00	0.00	(442.97)
2153	SPED 0-2 Speech/Audiology	0.00	0.00	0.00	(442.97)
2161	SPED SA OccTherapy				
01 2161 340 000	SPED SA OccTherapy (nonESU)	55,000.00	1,046.00	66.57	18,385.44
2161	SPED SA OccTherapy	55,000.00	1,046.00	66.57	18,385.44
2162	SPED 3-5 OccTherapy				
01 2162 340 003	SPED 3-5 OccTherapy (nonESU)	5,000.00	0.00	14.52	4,274.00
2162	SPED 3-5 OccTherapy	5,000.00	0.00	14.52	4,274.00
2163	SPED 0-2 OccTherapy				
01 2163 340 003	SPED 0-2 OccTherapy (nonESU)	1,000.00	0.00	47.85	521.50
2163	SPED 0-2 OccTherapy	1,000.00	0.00	47.85	521.50
2171	SPED SA PhysTherapy				
01 2171 340 000	SPED SA PhysTherapy (nonESU)	25,000.00	16.50	55.18	11,205.35
2171	SPED SA PhysTherapy	25,000.00	16.50	55.18	11,205.35
2172	SPED 3-5 PhysTherapy				
01 2172 340 003	SPED 3-5 PhysTherapy (nonESU)	500.00	0.00	0.00	500.00
2172	SPED 3-5 PhysTherapy	500.00	0.00	0.00	500.00
2173	SPED 0-2 PhysTherapy				
01 2173 340 003	SPED 0-2 PhysTherapy (nonESU)	3,000.00	977.82	41.94	1,741.68
2173	SPED 0-2 PhysTherapy	3,000.00	977.82	41.94	1,741.68
2181	SPED SA Vision Services				
01 2181 340 000	SPED SA-Vision Prof Serv	0.00	0.00	0.00	0.00
01 2181 591 000	SPED SA Vision Services	0.00	0.00	0.00	0.00
2181	SPED SA Vision Services	0.00	0.00	0.00	0.00
2182	SPED 3-5 Vision Services				
01 2182 340 003	SPED 3-5YO Vision Serv	0.00	0.00	0.00	0.00
01 2182 591 003	SPED 3-5 Vision Services	0.00	0.00	0.00	0.00
2182	SPED 3-5 Vision Services	0.00	0.00	0.00	0.00
2183	SPED 0-2 Vision Services				
01 2183 340 003	SPED 0-2YO Vision Services	1,000.00	0.00	0.00	1,000.00
01 2183 591 003	SPED 0-2 Vision Services	0.00	0.00	0.00	0.00
2183	SPED 0-2 Vision Services	1,000.00	0.00	0.00	1,000.00
2211	SCHOOL IMPROVEMENT				
01 2211 111 000	School Impr - Salaries	0.00	0.00	0.00	0.00
01 2211 333 000	School Impr - Travel	0.00	0.00	0.00	0.00
2211	SCHOOL IMPROVEMENT	0.00	0.00	0.00	0.00
2213	SCHOOL IMPROVEMENT				
01 2213 330 000	INSTRUCTIONAL STAFF DEV/TRAINING	15,000.00	0.00	25.25	11,211.85
2213	SCHOOL IMPROVEMENT	15,000.00	0.00	25.25	11,211.85
2220	LIBRARY/MEDIA SERVICES				
01 2220 111 000	Library/Media Tchr Salaries	56,000.00	4,846.63	103.86	(2,160.00)
01 2220 112 000	Library Aide Salary	20,000.00	127.17	100.73	(145.93)
01 2220 113 000	L/M Substitute Salaries	0.00	0.00	0.00	0.00
01 2220 211 000	L/M Group Ins	19,000.00	1,604.77	101.20	(228.57)
01 2220 221 000	L/M Social Security TCHR/PROF	4,000.00	340.75	102.22	(88.88)
01 2220 222 000	L/M Social Security AIDE	500.00	9.72	309.48	(1,047.42)
01 2220 231 000	L/M Retirement TCHR/PROF	6,000.00	476.04	95.21	287.22
01 2220 232 000	L/M Retirement AIDE	500.00	12.56	398.00	(1,489.99)
01 2220 281 000	L/M LTD/STD TCHR/PROF	1,000.00	27.51	32.71	672.92
01 2220 282 000	L/M LTD/STD AIDE	0.00	0.00	0.00	(81.99)
01 2220 610 000	L/M Supplies	500.00	50.66	20.32	398.39
01 2220 640 000	Library Books & Subscriptions	5,000.00	0.00	68.74	1,563.22

**Expenditure Report by Function/Object -
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Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 2220 650 000	L/M Computer Software	5,000.00	0.00	24.83	3,758.50
01 2220 733 000	L/M Furniture And Equipment	0.00	0.00	0.00	0.00
01 2220 890 000	L/M Other Expense	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES	117,500.00	7,495.81	98.78	1,437.47
2224	EDUCATIONAL TELEVISION SERVICES				
01 2224 630 000	Distant Learning / Internet	7,000.00	0.00	115.12	(1,058.34)
2224	EDUCATIONAL TELEVISION SERVICES	7,000.00	0.00	115.12	(1,058.34)
2230	INSTRUCTION RELATED TECH				
01 2230 111 000	Technology Coordinator	80,000.00	5,874.90	88.12	9,500.65
01 2230 116 000	Technology Support Staff	50,000.00	9,947.17	218.70	(59,352.22)
01 2230 211 000	Technology Group Ins TCHR/PROF	15,000.00	1,210.01	96.61	508.84
01 2230 216 000	Technology Group Ins SUPPORT PROF CLASS	18,000.00	2,953.35	194.98	(17,096.12)
01 2230 221 000	Technology Social Security TCHR/PROF	6,000.00	435.09	87.01	779.18
01 2230 226 000	Technology Social Security PROF CLASS	5,000.00	725.41	158.90	(2,944.84)
01 2230 231 000	Technology Retirement TCHR/PROF	7,000.00	577.18	98.95	73.39
01 2230 236 000	Technology Retirement PROF CLASS	5,000.00	852.78	206.72	(5,336.12)
01 2230 281 000	Technology LTD/STD TCHR/PROF	500.00	31.65	75.26	123.72
01 2230 286 000	Technology LTD/STD PROF CLASS	500.00	47.87	113.79	(68.93)
01 2230 333 000	TECH Mileage	3,000.00	0.00	0.00	3,000.00
01 2230 643 000	TECH Web/Cloud Based Software	45,000.00	16,874.98	128.38	(12,771.95)
01 2230 650 000	TECH Supplies/Soft/Hardware	50,000.00	156,948.59	340.79	(120,394.02)
01 2230 734 000	TECH Hardware Capital Outlay	5,000.00	0.00	0.00	5,000.00
01 2230 735 000	TECH Software Capital Outlay	8,000.00	0.00	0.00	8,000.00
2230	INSTRUCTION RELATED TECH	298,000.00	196,478.98	164.09	(190,978.42)
2310	BOARD OF EDUCATION				
01 2310 315 000	AUDIT/BUDGET SERVICES	7,000.00	0.00	98.43	110.00
01 2310 330 000	BOE DEV/TRAINING	1,000.00	0.00	0.00	1,000.00
01 2310 520 000	PROPERTY/LIABILITY INSURANCE	45,000.00	0.00	0.00	45,000.00
01 2310 540 000	ADVERTISING	10,000.00	252.85	57.50	4,249.83
01 2310 610 000	BOE Supplies	1,000.00	0.00	0.00	1,000.00
01 2310 810 000	BOE Dues & Fees	15,000.00	850.00	73.43	3,986.00
01 2310 890 000	BOE Misc Expense	3,000.00	0.00	0.00	3,000.00
2310	BOARD OF EDUCATION	82,000.00	1,102.85	28.85	58,345.83
2320	EXECUTIVE ADMINISTRATION				
01 2320 105 000	SUPERINTENDENT SALARY	130,000.00	11,062.50	101.31	(1,708.34)
01 2320 159 000	SUPT Cell Stipend	1,000.00	0.00	0.00	1,000.00
01 2320 215 000	SUPT GROUP INS	8,000.00	636.52	95.48	361.76
01 2320 221 000	SUPT SOCIAL SECURITY	0.00	0.00	0.00	0.00
01 2320 225 000	SUPT SOCIAL SECURITY	10,000.00	831.14	98.94	106.01
01 2320 235 000	SUPT RETIREMENT	13,000.00	1,081.27	99.02	127.65
01 2320 285 000	SUPT LTD/STD	500.00	41.00	98.40	8.00
01 2320 310 000	SUPT DUES & FEES	1,000.00	0.00	40.28	597.24
01 2320 330 000	SUPT Staff Dev/Training	1,500.00	0.00	80.72	289.14
01 2320 333 000	SUPT Mileage	500.00	34.50	47.05	264.75
01 2320 560 000	SUPT Computer Hardware	0.00	0.00	0.00	0.00
01 2320 580 000	SUPT TRAVEL EXPENSES	500.00	0.00	55.32	223.40
01 2320 610 000	SUPT Supplies	1,000.00	0.00	280.72	(1,807.21)
01 2320 650 000	SUPT Computer Software	8,000.00	1,902.90	73.07	2,154.60
01 2320 733 000	SUPT Furniture & Equipment	0.00	0.00	0.00	0.00
01 2320 890 000	SUPT Other Expense	0.00	0.00	0.00	(2,267.29)
2320	EXECUTIVE ADMINISTRATION	175,000.00	15,589.83	100.37	(650.29)
2330	District Legal Services				
01 2330 317 000	LEGAL SERVICES	5,000.00	455.00	177.93	(3,896.58)
2330	District Legal Services	5,000.00	455.00	177.93	(3,896.58)
2410	OFFICE OF THE PRINCIPAL				
01 2410 110 000	Clerical Salaries	60,000.00	4,685.78	89.67	6,197.26
01 2410 111 001	HS PRINCIPAL HEAD&ASST SALARIES	60,000.00	4,843.68	95.79	2,524.85
01 2410 111 002	MS PRINCIPAL HEAD&ASST SALARIES	60,000.00	4,766.26	94.27	3,440.12
01 2410 111 003	EL PRINCIPAL HEAD&ASST SALARIES	60,000.00	4,833.29	95.60	2,641.28
01 2410 210 000	Clerical Group Insurance	40,000.00	3,047.00	91.41	3,436.00
01 2410 211 001	HS PRINCIPAL OFFICE GROUP INS	15,000.00	824.13	65.93	5,110.44
01 2410 211 002	MS PRINCIPAL OFFICE GROUP INS	10,000.00	811.07	97.33	267.16
01 2410 211 003	EL PRINCIPAL OFFICE GROUP INS	10,000.00	822.61	98.71	128.68
01 2410 220 000	Clerical Social Security	5,000.00	353.51	80.83	958.59

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Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 2410 221 001	HS PRINCIPAL OFFICE SOC SEC	5,000.00	370.45	86.59	670.45
01 2410 221 002	MS PRINCIPAL OFFICE SOC SEC	5,000.00	364.53	85.19	740.71
01 2410 221 003	EL PRINCIPAL OFFICE SOC SEC	5,000.00	369.66	86.37	681.46
01 2410 230 000	Clerical Retirement	6,000.00	363.81	86.35	818.96
01 2410 231 001	HS PRINCIPAL OFFICE RETIREMENT	10,000.00	475.84	56.46	4,353.89
01 2410 231 002	MS PRINCIPAL OFFICE RETIREMENT	6,000.00	468.24	92.60	443.84
01 2410 231 003	EL PRINCIPAL OFFICE RETIREMENT	8,000.00	474.82	70.43	2,365.42
01 2410 280 000	Clerical LTD/STD	500.00	19.80	47.91	260.44
01 2410 281 001	HS PRINCIPAL OFFICE LTD/STD	500.00	26.40	63.20	184.02
01 2410 281 002	MS PRINCIPAL OFFICE LTD/STD	500.00	25.99	62.22	188.92
01 2410 281 003	EL PRINCIPAL OFFICE LTD/STD	500.00	26.37	63.12	184.40
01 2410 310 000	PRINC OFFICE DUES/FEES	0.00	0.00	0.00	(335.00)
01 2410 330 000	PRINCIPAL OFFICE STAFF DEV/TRN	3,000.00	0.00	0.00	3,000.00
01 2410 580 000	PRINC OFFICE TRAVEL EXPENSES	0.00	0.00	0.00	(1,213.35)
01 2410 610 001	HS PRINCIPAL OFFICE SUPPLIES	2,000.00	30.97	5.30	1,894.02
01 2410 610 002	MS PRINCIPAL OFFICE SUPPLIES	1,000.00	0.00	13.24	867.56
01 2410 610 003	EL PRINCIPAL OFFICE SUPPLIES	1,000.00	0.00	45.56	544.44
01 2410 733 000	PRIN OFFICE FURNITURE	0.00	0.00	0.00	(137.14)
01 2410 890 000	PRINCIPAL OFFICE MISC EXP	1,000.00	0.00	12.56	874.45
2410 OFFICE OF THE PRINCIPAL		375,000.00	28,004.21	89.04	41,091.87
2510 FISCAL SERVICES					
01 2510 112 000	Concession Mgr Salaries	5,000.00	0.00	55.54	2,222.96
01 2510 116 000	FISCAL SERVICES SALARIES	50,000.00	4,469.35	84.56	7,721.10
01 2510 210 000	Concession Mgr Group Ins	0.00	0.00	0.00	0.00
01 2510 216 000	FISCAL SERVICES GROUP INS	20,000.00	1,742.15	104.52	(903.18)
01 2510 220 000	Concession Mgr Soc Sec	0.00	0.00	0.00	0.00
01 2510 222 000	SOCIAL SECURITY CONC MGR	500.00	0.00	42.64	286.82
01 2510 226 000	SOCIAL SECURITY PROF CLASS	4,000.00	329.30	77.07	917.10
01 2510 232 000	Concession Mgr Retirement	500.00	0.00	54.86	225.69
01 2510 236 000	FISCAL SERVICES RETIREMENT	5,000.00	367.19	82.04	898.06
01 2510 282 000	Concession Mgr LTD/STD	500.00	0.00	1.94	490.31
01 2510 286 000	FISCAL SERVICES LTD/STD	500.00	17.52	41.29	293.53
01 2510 330 000	FISCAL OFFICE ST DEV/TRN	1,500.00	30.00	26.00	1,110.00
01 2510 340 000	OTHER PROFESSIONAL FISCAL SERVICES	2,000.00	162.00	41.05	1,179.00
01 2510 530 000	PHONE/INTERNET	15,000.00	1,052.82	83.89	2,416.88
01 2510 531 000	POSTAGE	7,000.00	2,276.28	54.93	3,155.18
01 2510 580 000	FISCAL SERV TRAVEL EXPENSES	0.00	0.00	0.00	(176.51)
01 2510 610 000	FISCAL OFFICE SUPPLIES	2,000.00	275.35	39.02	1,219.63
01 2510 733 000	FURNITURE/FIXTURES	0.00	0.00	0.00	0.00
01 2510 890 000	FISCAL SERVICES MISC EXP	500.00	0.00	13.26	433.68
2510 FISCAL SERVICES		114,000.00	10,721.96	81.15	21,490.25
2590 WORKERS COMP INS					
01 2590 270 000	WORKERS COMP NON-INSTR	10,000.00	21,533.00	215.33	(11,533.00)
01 2590 271 000	WORKERS COMP TCHR/PROF	10,000.00	16,685.00	166.85	(6,685.00)
2590 WORKERS COMP INS		20,000.00	38,218.00	191.09	(18,218.00)
2610 OPERATION OF BUILDINGS					
01 2610 520 000	PROPERTY/LIABILITY INSURANCE	0.00	44,425.00	0.00	(44,425.00)
2610 OPERATION OF BUILDINGS		0.00	44,425.00	0.00	(44,425.00)
2620 MAINT OF BUILDINGS					
01 2620 110 000	MAINTENANCE STAFF SALARIES	170,000.00	19,214.40	85.22	25,133.57
01 2620 210 000	MAINT GROUP INS	30,000.00	2,630.56	105.04	(1,511.51)
01 2620 220 000	MAINT SOCIAL SECURITY	15,000.00	1,469.47	73.82	3,927.48
01 2620 230 000	MAINT RETIREMENT	20,000.00	1,235.31	68.23	6,354.17
01 2620 280 000	MAINT LTD/STD	1,000.00	51.08	57.08	429.22
01 2620 330 000	MAINT STAFF DEV/TRN	0.00	0.00	0.00	0.00
01 2620 410 000	WATER & SEWER	13,000.00	0.00	100.19	(24.99)
01 2620 420 000	TRASH SERVICE	6,000.00	456.70	91.34	519.60
01 2620 430 000	MAINT REPAIR SERVICES	80,000.00	286,190.95	413.71	(250,967.00)
01 2620 450 000	CONSTRUCTION SERVICES	150,000.00	0.00	(5.25)	157,880.14
01 2620 610 000	MAINT Supplies	75,000.00	7,314.45	72.70	20,476.49
01 2620 621 000	NATURAL GAS	30,000.00	541.08	81.54	5,537.91
01 2620 622 000	ELECTRICITY	75,000.00	15,786.96	97.08	2,189.03
01 2620 733 000	MAINT Furniture & Equipment	40,000.00	0.00	16.44	33,425.90
01 2620 890 000	MISC EXPENSE	10,000.00	0.00	31.27	6,872.75
2620 MAINT OF BUILDINGS		715,000.00	334,890.96	98.57	10,242.76
2630 OUTSIDE MAINTENANCE					
01 2630 430 000	OUTSIDE REPAIRS/MAINT	211,282.00	20,023.00	11.85	186,240.92

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Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
2630	OUTSIDE MAINTENANCE	211,282.00	20,023.00	11.85	186,240.92
2650	VEHICLE OPER/MAINT/PURCH (NON STUDENT)				
01 2650 732 000	Vehicle Aquisition (non-pupil)	0.00	0.00	0.00	(97.57)
2650	VEHICLE OPER/MAINT/PURCH (NON STUDENT)	0.00	0.00	0.00	(97.57)
2710	VEHICLE OPER/MAINT/PURCH (STUDENT)				
01 2710 110 000	TRANSPORTATION Salaries	160,000.00	10,641.86	88.49	18,421.10
01 2710 210 000	TRANSP GROUP INSURANCE	30,000.00	2,691.95	107.22	(2,164.74)
01 2710 220 000	TRANSP SOCIAL SECURITY	13,000.00	774.07	79.70	2,639.34
01 2710 230 000	TRANSP RETIREMENT	15,000.00	635.85	82.10	2,685.47
01 2710 260 000	Unemployment Payments	0.00	0.00	0.00	0.00
01 2710 271 000	Workmen's Compensation	0.00	0.00	0.00	0.00
01 2710 280 000	TRANSP LTD/STD	1,000.00	36.03	54.66	453.42
01 2710 330 000	TRANSP STAFF DEV/TRN	1,000.00	125.00	260.00	(1,600.00)
01 2710 430 000	VEHICLE REPAIRS/MAINT	60,000.00	8,661.78	47.29	31,626.65
01 2710 610 000	VEHICLE PARTS/SUPPLIES	10,000.00	571.63	88.62	1,137.55
01 2710 626 000	GAS & DIESEL	50,000.00	861.34	67.43	16,284.32
01 2710 732 000	Bus Acquisition (pupil)	0.00	100,000.00	0.00	(100,000.00)
01 2710 890 000	Transp Other Expense	65,000.00	153.50	4.00	62,398.69
2710	VEHICLE OPER/MAINT/PURCH (STUDENT)	405,000.00	125,153.01	92.13	31,881.80
2712	VEHICLE OPER/MAINT/PURCH (SPED)				
01 2712 110 000	Sped Transportation Salaries	10,000.00	0.00	103.70	(369.90)
01 2712 210 000	SPED TRANSP Group Ins	0.00	0.00	0.00	(22.73)
01 2712 220 000	SPED TRANSP Soc Sec	1,000.00	0.00	79.56	204.44
01 2712 230 000	SPED TRANS Retirement	500.00	0.00	204.78	(523.89)
01 2712 280 000	SPED TRANSP LTD/STD	500.00	0.00	6.96	465.22
01 2712 332 000	SPED Mileage to Parents	0.00	0.00	0.00	0.00
01 2712 510 000	Sped Transportation	1,000.00	0.00	0.00	1,000.00
01 2712 626 000	SPED GAS/DIESEL FUEL	0.00	0.00	0.00	(1,411.00)
01 2712 732 000	SPED VEHICLE OP/MAINT/PURCH	0.00	0.00	0.00	0.00
2712	VEHICLE OPER/MAINT/PURCH (SPED)	13,000.00	0.00	105.06	(657.86)
2900	OTHER SUPPORT SERVICES				
01 2900 890 000	Non-Revenue/Other Support Serv	2,000.00	0.00	40.00	1,200.00
2900	OTHER SUPPORT SERVICES	2,000.00	0.00	40.00	1,200.00
3400	FOUNDATION GRANT				
01 3400 610 000	Foundation Grant Expenditures	0.00	0.00	0.00	0.00
3400	FOUNDATION GRANT	0.00	0.00	0.00	0.00
3535	HIGH ABILITY LEARNERS				
01 3535 111 003	High Ability Learners	4,000.00	557.36	167.21	(2,688.43)
01 3535 211 003	HAL Group Insurance	0.00	159.74	0.00	(1,914.12)
01 3535 221 003	HAL Social Security	0.00	42.26	0.00	(507.08)
01 3535 231 003	HAL Retirement	0.00	54.75	0.00	(657.02)
01 3535 281 003	HAL LTD/STD	0.00	3.16	0.00	(37.67)
01 3535 610 003	HAL Supplies	0.00	0.00	0.00	(307.50)
01 3535 650 003	High Ability Software	0.00	0.00	0.00	0.00
01 3535 733 003	HAL Furniture & Equipment	0.00	0.00	0.00	0.00
3535	HIGH ABILITY LEARNERS	4,000.00	817.27	252.80	(6,111.82)
3540	STATE EARLY CHILDHOOD				
01 3540 111 003	Sixpence Coordinator Salaries	25,000.00	3,053.32	138.42	(9,604.08)
01 3540 112 003	SIXPENCE SALARIES AIDE	50,000.00	4,268.99	94.35	2,822.87
01 3540 211 003	Sixpence Coord Group Insurance	8,000.00	963.15	136.30	(2,904.19)
01 3540 212 003	GROUP INSURANCE - AIDE	0.00	0.00	0.00	0.00
01 3540 221 003	Coord. Social Security	5,000.00	219.18	49.68	2,516.17
01 3540 222 003	SOCIAL SECURITY AIDE	1,500.00	327.82	241.59	(2,123.92)
01 3540 231 003	Coord. Retirement	5,000.00	299.85	67.97	1,601.40
01 3540 232 003	SIXPENCE RETIREMENT - AIDE	2,000.00	403.47	232.09	(2,641.84)
01 3540 281 003	Coordinator LTD/STD	500.00	17.81	39.78	301.10
01 3540 282 003	LTD/STD AIDE	500.00	16.39	38.85	305.76
01 3540 330 003	Sixpence Travel/Staff Development	5,000.00	0.00	17.80	4,110.00
01 3540 333 003	Sixpence Mileage to Staff	0.00	0.00	0.00	0.00
01 3540 340 003	Sixpence Professional Services	5,000.00	0.00	0.00	5,000.00
01 3540 580 003	Sixpence Travel Expenses	500.00	0.00	474.68	(1,873.41)
01 3540 610 003	Sixpence Supplies/Family Inv	8,000.00	0.00	83.63	1,309.96
01 3540 733 003	Sixpence Furniture and Equipment	0.00	0.00	0.00	(599.99)
3540	STATE EARLY CHILDHOOD	116,000.00	9,569.98	101.53	(1,780.17)
3570	Teacher Eval Grant				
01 3570 610 000	Teacher Eval Grant	0.00	0.00	0.00	0.00
3570	Teacher Eval Grant	0.00	0.00	0.00	0.00
4210	TITLE I NCLB IMPROVING BSC PRGRMS ACCNT				
01 4210 330 003	Title I Acctbly TRAVEL/Training EXPENSE	0.00	0.00	0.00	0.00

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Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 4210 465 003	Title I Acctbly COMPUTER SOFTWARE	0.00	0.00	0.00	(79.00)
01 4210 610 003	Title I Acctbly SUPPLIES	0.00	0.00	0.00	0.00
4210	TITLE I NCLB IMPROVING BSC PRGRMS ACCNT	0.00	0.00	0.00	(79.00)
4300	OTHER PROFESSIONAL SERVICES				
01 4300 340 000	PROFESSIONAL SERVICES-ARCHIT/ENGINEER	0.00	0.00	0.00	0.00
4300	OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
4411	IDEA PART B EARLY INTERVENING SERVICES				
01 4411 610 003	IDEA Part B-Early Interven. (Rtl)	0.00	0.00	0.00	0.00
4411	IDEA PART B EARLY INTERVENING SERVICES	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE				
01 4412 591 003	IDEA Prof. Services	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	0.00	0.00
4900	OTHER FEDERAL EXPENDITURES				
01 4900 610 003	Drug Education - Supplies	0.00	0.00	0.00	(1,184.00)
4900	OTHER FEDERAL EXPENDITURES	0.00	0.00	0.00	(1,184.00)
6200	FEDERAL-TITLE I PART A ESSA				
01 6200 111 003	Title I, Part A SALARIES	145,000.00	11,680.41	98.07	2,799.65
01 6200 112 003	Title I - Aide Salaries	0.00	0.00	0.00	0.00
01 6200 113 003	Title I Substitute Salaries	2,000.00	0.00	0.00	2,000.00
01 6200 211 003	Title I Group Insurance	40,000.00	2,954.90	90.06	3,976.69
01 6200 221 003	Title I Social Security TCHR	10,000.00	867.34	105.53	(553.29)
01 6200 223 003	Title I SOC SEC SUB TCHR	500.00	0.00	0.00	500.00
01 6200 231 003	Title I Retirement	15,000.00	1,147.22	93.12	1,032.30
01 6200 281 003	Title I LTD/STD	1,000.00	66.60	79.94	200.57
01 6200 330 003	Title I Staff Dev/Training	2,500.00	0.00	16.40	2,090.00
01 6200 560 003	Title I Computer Hardware	0.00	0.00	0.00	0.00
01 6200 580 003	Title I Travel Expenses	0.00	0.00	0.00	0.00
01 6200 610 003	Title I Supplies	2,000.00	0.00	181.90	(1,637.97)
01 6200 650 003	Title I Computer Software	0.00	79.00	0.00	(417.00)
01 6200 733 003	Title I Furniture & Equipment	0.00	0.00	0.00	0.00
01 6200 890 003	Title I Misc. Expenses	0.00	0.00	0.00	0.00
6200	FEDERAL-TITLE I PART A ESSA	218,000.00	16,795.47	95.42	9,990.95
6404	FEDERAL-IDEA PART B (611) BASE AGE 0-4				
01 6404 111 003	IDEA Part B Base Salary (prek BAF)	12,000.00	1,017.79	101.78	(213.59)
01 6404 112 003	IDEA Part B Base Aide (prek BAF)	0.00	0.00	0.00	0.00
01 6404 211 003	IDEA Part B Base Ins. (prek BAF)	5,000.00	339.11	80.63	968.55
01 6404 221 003	IDEA Part B Base Soc. Sec. (prek BA)	1,000.00	78.30	93.95	60.48
01 6404 231 003	IDEA Part B Base Ret. (prek BAF)	1,500.00	99.96	79.98	300.26
01 6404 281 003	IDEA Part B Base LTD (prek BAF)	500.00	5.78	13.64	431.80
01 6404 340 003	IDEA 0-4 YO Prof Services	2,000.00	957.00	578.74	(9,574.89)
01 6404 591 003	IDEA Part B 0-2 YO Prof Services B	30,000.00	0.00	22.80	23,159.91
01 6404 732 003	IDEA Part B - Vehicle Aq.	0.00	0.00	0.00	0.00
6404	FEDERAL-IDEA PART B (611) BASE AGE 0-4	52,000.00	2,497.94	70.90	15,132.52
6406	FEDERAL-IDEA PART B (611) BASE AGE 3-4				
01 6406 591 003	IDEA Preschool Prf Serv	500.00	0.00	335.98	(1,179.89)
6406	FEDERAL-IDEA PART B (611) BASE AGE 3-4	500.00	0.00	335.98	(1,179.89)
6410	FEDERAL-IDEA PART E/P (619)				
01 6410 112 003	IDEA E/P - Salaries	0.00	0.00	0.00	0.00
01 6410 340 003	SPED IDEA E/P 619	0.00	0.00	0.00	(27,024.85)
01 6410 560 003	Sped IDEA - Computer Hard.	0.00	0.00	0.00	0.00
01 6410 591 003	IDEA E/P 3-5 YO Contracted Services	10,000.00	0.00	305.71	(20,570.99)
01 6410 610 003	IDEA E/P Supplies	0.00	0.00	0.00	0.00
6410	FEDERAL-IDEA PART E/P (619)	10,000.00	0.00	575.96	(47,595.84)
6412	IDEA Non-Public				
01 6412 111 003	IDEA Non-Public SALARIES	0.00	0.00	0.00	0.00
01 6412 211 003	GROUP INSURANCE TCHR/PROF	0.00	0.00	0.00	0.00
6412	IDEA Non-Public	0.00	0.00	0.00	0.00
6969	Title IV ESSA/SSAE Grant				
01 6969 340 000	Title IV ESSA/SSAE Grant	0.00	0.00	0.00	(675.00)
01 6969 490 000	Title IV SSAE Grant Other Materials	0.00	0.00	0.00	0.00
01 6969 610 000	Title IV SSAE Grant Supplies	0.00	0.00	0.00	0.00
6969	Title IV ESSA/SSAE Grant	0.00	0.00	0.00	(675.00)
6992	FEDERAL-REAP				
01 6992 610 003	REAP Grant Expend	0.00	809.40	0.00	(1,300.08)
6992	FEDERAL-REAP	0.00	809.40	0.00	(1,300.08)
6996	COVID / ESSER				

Expenditure Report by Function/Object -
Detail_KW

08/24/2020 10:00 AM

Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 6996 132 000	COVID OVERTIME AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 222 000	COVID SOC SEC AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 232 000	COVID RETIREMT AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 282 000	COVID LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 610 000	COVID/ESSER SUPPLIES	0.00	3,436.16	0.00	(7,018.00)
01 6996 643 000	COVID WEB/CLOUD BASED SOFTWARE	0.00	2,520.00	0.00	(2,520.00)
6996	COVID / ESSER	0.00	5,956.16	0.00	(9,538.00)
8000	TRANSFERS (OUTGOING)				
01 8000 912 000	TRANSFER TO HOT LUNCH	25,000.00	0.00	0.00	25,000.00
01 8000 913 000	TRANSFER TO ACTIVITY ACCT	50,000.00	50,000.00	100.00	0.00
01 8000 917 000	TRANSFER TO EE BEN FUND	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	75,000.00	50,000.00	66.67	25,000.00
9000	NON-PROGRAM EXPENDITURES				
01 9000 110 000	Kitchen Payroll	60,000.00	818.07	97.45	1,529.93
01 9000 210 000	KITCHEN GROUP INS	7,000.00	657.64	105.74	(401.96)
01 9000 220 000	KITCHEN SOCIAL SECURITY	5,000.00	62.23	87.10	644.82
01 9000 230 000	KITCHEN RETIREMENT	6,000.00	80.81	88.79	672.56
01 9000 280 000	KITCHEN LTD	1,000.00	27.39	28.95	710.46
01 9000 900 000	MISC EXP-expected carryover	1,800,000.00	0.00	0.00	1,800,000.00
9000	NON-PROGRAM EXPENDITURES	1,879,000.00	1,646.14	4.04	1,803,155.81
01	GENERAL FUND	9,364,282.00	1,239,937.66	80.70	1,807,728.83

Regular; Processing Month 08/2020; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes Levied/Assessed	5,449,661.00	0.00	4,964,377.15	91.10	485,283.85
01 1115	Carlina Tax	13,000.00	0.00	1,678.28	12.91	11,321.72
01 1120	Public Power Dist. Sales Tax	0.00	0.00	0.00	0.00	0.00
01 1125	Motor Vehicle Tax	200,000.00	0.00	213,238.00	106.62	(13,238.00)
01 1140	Penalties/Int on Taxes	299,129.00	0.00	13,454.35	4.50	285,674.65
01 1190	Other taxes levied	0.00	0.00	61.59	0.00	(61.59)
01 1210	Tuition From Other Districts-Reg Ed	0.00	0.00	0.00	0.00	0.00
01 1312	Summer School Tuition	0.00	0.00	2,800.00	0.00	(2,800.00)
01 1315	Tuition from other entities(early entry)	3,000.00	0.00	8,467.20	282.24	(5,467.20)
01 1370	Preschool tuition	20,000.00	0.00	12,317.77	61.59	7,682.23
01 1421	Transportation Recd-Reg Ed	0.00	0.00	0.00	0.00	0.00
01 1423	Transport from other districts(SPED)	0.00	0.00	0.00	0.00	0.00
01 1510	Interest earned	0.00	0.00	0.00	0.00	0.00
01 1800 1810	Fitness Center Dues	5,000.00	0.00	2,300.00	46.00	2,700.00
01 1800 1820	Jury Duty Receipts	0.00	0.00	70.00	0.00	(70.00)
01 1800 1830	Laptop Fees	0.00	0.00	4,487.00	0.00	(4,487.00)
01 1800 1840	Industrial Arts Fees	0.00	0.00	244.00	0.00	(244.00)
01 1800 1850	Before/After School Program	0.00	0.00	0.00	0.00	0.00
01 1800 1860	For future use	0.00	0.00	0.00	0.00	0.00
01 1910	Rental Of School Facilities	0.00	0.00	0.00	0.00	0.00
01 1911	Local license fees	2,000.00	0.00	1,197.79	59.89	802.21
01 1920	Contributions/Donations	3,000.00	0.00	0.00	0.00	3,000.00
01 1921	City-Police court fines	0.00	0.00	320.81	0.00	(320.81)
01 1925	Grant Receipts	0.00	0.00	2,940.00	0.00	(2,940.00)
01 1941	Textbook sales	0.00	0.00	0.00	0.00	0.00
01 1990	Misc local revenue (garn)	0.00	0.00	971.10	0.00	(971.10)
01 2110	County Fines & Licence Fees	35,000.00	0.00	29,318.27	83.77	5,681.73
01 2130	Other County Sources	0.00	0.00	1.65	0.00	(1.65)
01 2210	ESU Receipts	11,000.00	0.00	7,636.21	69.42	3,363.79
01 3110	State Aid	43,385.00	0.00	43,385.00	100.00	0.00
01 3120	SPED School Age (SA)	400,000.00	0.00	328,406.00	82.10	71,594.00
01 3125	SPED Transportation (SA)	10,000.00	0.00	2,561.00	25.61	7,439.00
01 3130	Homestead Exemption	0.00	0.00	29,944.60	0.00	(29,944.60)
01 3131	Property tax credit	0.00	0.00	522,695.05	0.00	(522,695.05)
01 3132	Personal property tax credit	0.00	0.00	9,499.64	0.00	(9,499.64)
01 3133	Nameplate Capacity Tax (windmills)	100,000.00	0.00	87,403.40	87.40	12,596.60
01 3180	Pro Rate Motor Vehicle	70,000.00	0.00	8,165.37	11.66	61,834.63
01 3400	State apportionment	66,000.00	0.00	71,803.83	108.79	(5,803.83)
01 3535	High ability learners	4,000.00	0.00	4,293.00	107.33	(293.00)
01 3540	Sixpence Grant Receipts	86,000.00	0.00	79,427.00	92.36	6,573.00
01 3570	Teacher Eval Grant	0.00	0.00	0.00	0.00	0.00
01 3990	Other State Receipts	0.00	0.00	175.73	0.00	(175.73)
01 4105	E-Rate universal service	0.00	0.00	0.00	0.00	0.00
01 4305	Title 8 (impact aid)	0.00	0.00	0.00	0.00	0.00
01 4310	REAP Grants	10,000.00	0.00	0.00	0.00	10,000.00
01 4505	Title I, Part A ESSA	85,000.00	0.00	0.00	0.00	85,000.00
01 4506	Title I, Part A accountability	0.00	0.00	0.00	0.00	0.00
01 4512	IDEA Part B, Base thru 4	4,000.00	0.00	61,891.00	1,547.28	(57,891.00)
01 4515	IDEA Part B, Suppl thru 4	0.00	0.00	0.00	0.00	0.00
01 4516	IDEA PreK Base (619) Age 3-5	0.00	0.00	508.00	0.00	(508.00)
01 4519	IDEA enroll poverty	30,000.00	0.00	51,854.00	172.85	(21,854.00)
01 4520	IDEA Park B, Early Interv K-12	0.00	0.00	0.00	0.00	0.00
01 4521	IDEA Part B, Propt, Age 3-21	0.00	0.00	1,155.00	0.00	(1,155.00)
01 4525	Perkins grant	0.00	0.00	0.00	0.00	0.00
01 4530	Other federal receipts	0.00	0.00	0.00	0.00	0.00

Regular; Processing Month 08/2020; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 4705	Flood control	0.00	0.00	0.00	0.00	0.00
01 4708	Medicaid in Public Schools MIPS	0.00	0.00	0.00	0.00	0.00
01 4709	Medicaid Admin Activities MAAPS	20,000.00	0.00	11,762.25	58.81	8,237.75
01 5200	Fund Transfers In (from other HTRS fund)	70,000.00	0.00	299.25	0.43	69,700.75
01 5300	Sale of Property	0.00	0.00	15,703.62	0.00	(15,703.62)
01 5301	Insurance refunds/adjustments	30,000.00	0.00	30,463.66	101.55	(463.66)
01 5500	TRANSFERS FROM FUNDS (INCOMING)	0.00	0.00	30,595.23	0.00	(30,595.23)
01 5610	Cash From Dissolved Districts	0.00	0.00	0.00	0.00	0.00
01 5690	Other Non-revenue Receipt	83,325.00	0.00	18,593.56	22.31	64,731.44
01 9000	Non-programmed Receipts	2,211,782.00	0.00	46,185.68	2.09	2,165,596.32
	Fund Total:	9,364,282.00	0.00	6,722,652.04	71.79	2,641,629.96

Revenue Summary Report

Processing Month: 08/2020

Regular; Processing Month 08/2020; Fund Number 01

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	9,364,282.00	0.00	6,722,652.04	71.79	2,641,629.96

HTRS ACCOUNT BALANCES
7.31.2020

ACTIVITY ACCOUNT	\$442,978.78
BREAKFAST/LUNCH	\$63,614.15
BUILDING FUND	\$820,442.06
DEPRECIATION	\$215,261.43
EMPLOYEE BEN FUND CK	\$2,661.09
EMPLOYEE BEN FUND MM	\$331,684.57
FLEX PLAN	\$8,252.05
GENERAL FUND	\$1,392,383.92
OFFICE ACCOUNT	\$4,278.70
PAYROLL FUND	\$26,348.22
QCPUF	\$266,285.20
STUDENT FEES	\$10,720.88

REPORT TO THE HTRS BOARD OF EDUCATION

SUBMITTED BY: LISA OTHMER PK-12 PRINCIPAL

COVID-19

I would like to thank those of you that served on the COVID-19 committee to help us develop a tiered plan to address the pandemic. Some patrons felt it was too invasive on individual rights while other felt it wasn't enough. I believe the committee developed a balanced plan to address the crisis in a proactive manner. The first school day with kids went better than I could have ever expected. The staff was amazing and things ran very smoothly. There will always be things that we can do better, and we will adjust as we go along. The feedback I received from the staff meeting at the end of the day was very positive and there were only three minor concerns that we were able to take care of right away. It appears that we are a steady yellow. Things change so quickly so we are already busy preparing for the orange tier should that happen.

Enrollment

PK-12 enrollment numbers are currently 373 this number includes 45 pre-school students. We also have ten students that have moved out of the district that we have not removed from our enrollment because we are still waiting for a request for their records. Since we started early parents have not enrolled them elsewhere yet. Right now we have 5 families that made the decision to homeschool. This took ten students out of the district as well. We are welcoming a nine new students to HTRS.

- Sarah Hernandez 12th Grade
- Rachel Hernandez 11th Grade
- Emily Odle-Marsh 11 Grade
- Gabrielle Siegel 10th Grade
- Jaekwon McQueen 9th Grade
- Daeshawn McQueen 7th Grade
- Toby Thiemann 7th Grade
- Frederick Jordan 6th Grade
- Elizabeth Robison 1st Grade

ESL (English as a Second Language)

I also want you to be aware that we have three students in our district that require ESL services. I have been reviewing Rule 15 to make sure that we will be in compliance. We do not have to hire an ESL teacher but there could be some additional costs in accommodating these students. I will keep Sherri

apprised of this as I proceed with implementing the program. This is new for all of us so there is definitely a learning curve.

Professional Development

The HTRS staff continues to join virtual professional development opportunities. The next one will be the virtual MTSS conference. I will share details on my September board report.

School Improvement

HTRS is scheduled for an external accreditation visit in the spring. I supposed NDE will wait to tell me what that will look like for us. I know that NDE is back logged with everything so it might not even happen. I am extremely comfortable with this process and feel we would not have a problem with accreditation even if they wanted to visit this semester. I will be asking a couple of you to volunteer to be interviewed by the external visitation team after the first of the year so just keep it in the back of your minds. I will ask for participation as the time gets closer.

On a more personal note, thank you for the support, prayers, and well wishes as we started this school year early and with so many challenges. The one thing that Covid has done for us is to unite us as team even more. I could not be prouder to serve this district and to be part of such a dedicated staff. Our new teachers have shown great bravery entering into education amidst such a crazy time. Our veteran staff has supported them without me even asking them to do so. It's a great day to be a Titan!

Lisa Othmer, Principal



Empowering all learners
for tomorrow's challenges
#TitanPride

Board Report August, 2020

Kari Lottman
Assistant Principal

After School Program Update:

Due to us starting the school year in the YELLOW Tier, we will not be having the afterschool program at this time. We communicated with the families who would have been attending letting them know that if we should return to Tier Green, we would start the program back up.

Open House:

The District Open House for all students, parents and patrons will be held on Monday. We had to modify it this year due to the pandemic. We limited the number of people who could attend as well as the number in each room.

Beginning of the Year:

This school year started like no other school year I have experienced in my 21 years of education. We started the year off with a lot of apprehension among the students, staff and parents. After the first day of school, most of that apprehension was eased. The teachers are back with their students in the classrooms. The students have adapted to a new routine coming in the building and exiting at the end of the day. They wear masks when necessary and are getting used to the social distancing blue lines on the floor. We have paras on all of the bus routes both before and after school, with all hands-on-deck in the morning to make sure everything and everyone in where they need to be. I cannot thank our staff enough for stepping up and helping out.

We have had to adjust the lunch times a couple of different times in order to keep our lunchroom, commons and Old Gym under their capacity limits. After day three, I believe we have a good grasp on the lunch times to get all of the students fed in a timely manner while maintaining our capacity limits. This would not be possible without the tremendous flexibility and team work of all of the staff involved.

Continued Opportunity:

HTRS again has the opportunity to participate in the Food Bank of Lincoln Backpack Program. This program is made possible through partnerships with the Lincoln Food Bank and HTRS Public Schools along with sponsorships from our local community groups. There will be 35 Fridays during the school year that a backpack filled with approximately 4-6 pounds food will be sent home for our families. A voucher for a carton of eggs, bread or milk will be given out during the school year. These can be redeemed at Nider's Grocery in Humboldt or the store in Pawnee City.

Please be aware that our school can only select families to participate in the program for which we have funding. We will work very hard to meet the needs of all families who show interest. **A donation of \$250 will feed a family with 3 to 4 children each week for an entire school year.** Our goal is to begin the program just after Labor Day and reach at least 30 families this year. Last year we served just under 20 families by the end of the year.

If anyone asks about contributing, please direct them to either of the principals' offices. We have been very blessed in the fact that our local community, churches and individuals are very supportive of this program and regularly donate.

NASB Monthly Update for Board Meetings - Agenda Item: AUGUST 2020

View the Monthly Update in video form now at:

<https://vimeo.com/442484701>

“NASB Update”

As a board, some items you should be focused on during August include:

- Monitor progress of district goals, link goals to discussion and action items; Strategic Plan Progress Report
- Board/Administrators Budget Work Session; Certification of District’s Assessed Valuation; Public Budget Hearing / Adopt Budget due on or before September 20
- Review Alternative Education Program
- Learning Community attendance reports and budget due September 1
- Board/All Staff Gathering; Negotiations employee’s agent request recognition due September 1 (year preceding contract year)
- Committee on American civics due beginning of school year; State school safety director is required to complete an assessment of the security of each school building no later than August 31, 2020.

NASB COVID-19 RESOURCE LINKS

- <http://members.nasbonline.org/index.php/news-resources/covid-19-resources>
- We are continuing to add a TON of fresh items & updates including links to the UNMC: COVID-19 Back to School Playbook; Contingency Planning Resources; YouTube updates & more!

Networking & Events:

- <http://members.nasbonline.org/index.php/events>
- The first of 3 **Candidate Webinars** was July 27, look for two more in Sept & Oct!
- **Area Membership Meetings** will be a little different this year due to Covid-19 ... more to come!
- Is this year’s Board Member of the Year on your Board? Nominations for the annual Ann Mactier Award are due Sept 30th at <http://members.nasbonline.org/index.php/board-leadership/ann-mactier-school-board-member-of-the-year-award>

Advocacy/2020 Legislative Session:

- The 2020 legislative session is currently underway and will wrap up mid-August. Keep tabs with all things pertinent to your school at NASB’s Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>
- Stay engaged during the Session and follow along with the bills NASB is tracking at: <https://nasb.envisiams.com/legislative-bills> and through NASB’s **Legislative Notes** e-updates.

Follow NASB on twitter at www.twitter.com/NASBOnline using the hashtag #liveNASB
and on facebook at www.facebook.com/NASBOnline

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for “This Month In ...” To access the latest newsletter, click here:
<http://members.nasbonline.org/index.php/news-resources/board-notes>





Sherri Edmundson <sherriedmundson@htrstitans.org>

NASB Board of Director - Region 1 Election

1 message

Sallie Svatora <ssvatora@nasbonline.org>
To: Sallie Svatora <ssvatora@nasbonline.org>

Tue, Jul 21, 2020 at 4:01 PM

Region 1 Board Members,

As an active member of NASB, your board is invited to submit a nomination and to participate in the election of a NASB Region Director for your NASB Region. This email provides information about the nomination and election of Board of Directors for the Nebraska Association of School Boards (NASB). I have also attached a copy of Article IV from our Bylaws outlining the process for nomination and election and a copy of the Board of Directors Responsibilities. The attached form must be completed and return to the NASB office on or before **August 21, 2020**.

The only requirement for NASB Directorship is membership on the local board of education. There are no limitations or prohibitions to re-election or tenure as a Region Director.

The 2020 NASB Region Director nomination and election procedures are:

1. Each active member board is notified of nomination procedures as determined by policy and availed the opportunity to submit a nomination.
2. Nominations must be completed on the prescribed form and submitted to the NASB office on or before **August 21, 2020**. Nominee must be a board member of an active member board within the said NASB Region.
3. If more than one candidate is running for a region seat, a ballot and supporting materials to each member board will occur on or before August 31, 2020.
4. Ballots must be submitted to NASB on or before October 23, 2020.

Please let me know if you have any questions. Thank you!

Sallie

1.23 Board of Directors Responsibilities (adopted 11/15/05, amended 11/14/07, 6/18/16, 3/28/20)

A. Responsibilities

1. Meetings

- a. NASB Board of Directors Meetings - Attend and participate in all meetings (normally January, March, June, August and November). Note: The first four meetings are held on a Saturday in Lincoln at the NASB office; the November meeting is held in conjunction with State Conference in Omaha. To be excused from a Board meeting, Directors should notify the NASB office before the meeting date. In the event of inclement weather, infectious disease situation or any other situation that could put the health and wellbeing of our Board at risk, the Executive Committee has the authority to change any given board meeting from an in person meeting to a remote meeting via conference call or other technology.
 - b. Annual Planning Meeting - The annual planning meeting is generally held in conjunction with the January Meeting.
 - c. Area Membership Meetings - Participate in the Area Membership Meetings that serve your NASB Region, and fulfill related duties as assigned. Directors from the Metro districts, as well as the Executive Board, could expand their roles to assist with other larger regions. These duties would be assigned by the President.
 - d. Annual State Conference - Held in November of each year.
 - e. Educational seminars sponsored by the Association - especially those held in your respective region.
2. Serve as a member of one or more standing committees to which appointed. Committees include: Audit, Board Development, Executive, Legislation, Membership Relations, Nominating, Programs and Oversight and any special committees deemed necessary.
3. Act as liaison between the school districts within the NASB Region and the NASB Board of Directors.
- a. Provide a direct connection to the board for the local school district(s) in the Director's region.
 - b. Promote the services provided by the Association for the individual needs of each board within a region.

- c. A relative representative who represents a shared perspective of the issues impacting local school districts.
 - d. A resource.
 - e. Contact the NASB member school districts within the region you serve.
 - f. Be prepared at each Board of Directors Meeting to give a brief report on the contacts, responses and information shared with your member school districts.
4. Maintain contact with state senators representing the NASB Region to which the director is elected.

B. Duties

The Board of Directors shall:

1. implement the purposes of the Association and exercise general supervision over its affairs;
2. attend the annual Delegate Assembly and implement policies and programs adopted by that body;
3. enter into such agreements with other agencies to plan, implement, and administer projects, activities, and services designed to improve its member boards as it deems necessary;
4. act upon the Nominating Committee's recommended candidate for Vice President;
5. act upon appointments to committees;
6. recommend establishment of committees;
7. review boundaries of districts and make necessary adjustments in accordance with the Bylaws of the Association;
8. employ and evaluate the Executive Director under such terms of employment and at such salary as it may determine, to manage the affairs of the Association;
9. act upon the employment, evaluation, and salary of other personnel;
10. employ an independent certified public accountant to audit the financial records of the Association and submit an annual audit report to the Board of Directors for its adoption; and
11. adopt an annual budget.



Article IV of the NASB Bylaws prescribes pertinent governance policies, to wit:

Section 1. This Association is organized as one general state association with regions established by the Board of Directors.

- A. The Nebraska State Legislature Districts will be used as a guide for drawing NASB Region boundaries. Each region shall consist of not fewer than two Nebraska Unicameral legislative districts. Changes to the regional boundaries shall be determined every 10 years after the United States Decennial Census and legislature boundaries are specified.*

Section 3. Each NASB Region shall elect a region director who shall also serve as a member of the NASB Board of Directors. The region director shall be elected for a four-year term or until a successor is elected, said term to begin at the close of the Delegate Assembly.

- A. Each candidate for region director shall be nominated by a member board of that region by means of a nomination form. That form shall be distributed to the incumbent directors in eligible regions no later than 30 days prior to mailing of the form to all member boards in that region. An incumbent director shall not be nominated unless his or her form has been returned to the NASB office prior to the mailing of the form to all member boards in that region. Nominations of other candidates for the position of region director must be returned to the NASB office by a date determined by the Association.*
- B. Each region director shall be elected by the member boards of that region by means of a ballot or electronic balloting system. Such ballot shall be distributed to the member boards no later than 60 days prior to the NASB/NASA State Education Conference and returned to the NASB office at least one week prior to the NASB/NASA State Education Conference. Ballots received after the deadline will not be counted as part of the vote. If a region director or candidate is unopposed, no ballots shall be distributed to the region members. After the ballots are collected, the ballots will be forwarded to the chair of the Nominating Committee.*

- D. *Beginning at the conclusion of the 2018 delegate assembly, all directors representing even numbered regions, including those elected in 2018, shall serve a four-year term starting at the conclusion of the 2018 delegate assembly, and even-numbered regions will elect directors every four years thereafter. All directors representing odd numbered regions, including those elected in 2018, shall serve a two-year term starting at the conclusion of the 2018 delegate assembly, and odd-numbered regions will elect directors in 2020 and every four years thereafter.*
- E. *Each active member board within that NASB Region is entitled to one vote for the position of region director.*
- F. *Votes for the position of region director shall be cast on the official ballot or electronic ballot.*
- G. *A plurality shall elect.*
- H. *If a tie vote exists, the Nominating Committee Chairman shall break the tie by draw of lots.*



NASB Board of Directors Nomination Form for Region #1

THIS FORM MUST BE RECEIVED AT NASB BY AUGUST 21, 2020

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Home

Work

Cellular

Email Address: _____

Local Board Service

Name of local school board: _____

Years of service on local board: _____

Attendance record on local board: (past 3 yrs.) _____

Current office held on local school board: _____

Past offices held on local school board: _____

Association Participation

State Conferences: _____

National Conventions: _____

Workshops: _____

Awards Received: _____

Other Education-Related Public Service

Commissions, Task Forces, and Committees: _____

Personal Information

Occupation: _____

Educational Background: _____

Community Activities: _____

Awards and Recognitions: _____

Hobbies and Activities: _____

This nomination is submitted by:

Name of NASB Member District or ESU: _____

Name of Board President or Vice President: _____

Date: _____

By checking this box, I assert the board president or vice president has read the completed Nomination Form and verifies its authenticity.

THIS FORM MUST BE RECEIVED AT NASB BY AUGUST 21, 2020

Return to: NASB
Sallie Svatora
1311 Stockwell St.
Lincoln, NE 68502
Or via e-mail to ssvatora@nasbonline.org

Expenditure Report by Function/Object -
Detail_KW

08/10/2020 12:09 PM

Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
6992	FEDERAL-REAP	0.00	809.40	0.00	1,300.08
6996	COVID / ESSER				
01 6996 132 000	COVID OVERTIME AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 222 000	COVID SOC SEC AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 232 000	COVID RETIREMT AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 282 000	COVID LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 610 000	COVID/ESSER SUPPLIES	0.00	3,436.16	0.00	(7,018.00)
6996	COVID / ESSER	0.00	3,436.16	0.00	(7,018.00)
8000	TRANSFERS (OUTGOING)				
01 8000 912 000	TRANSFER TO HOT LUNCH	25,000.00	0.00	0.00	25,000.00
01 8000 913 000	TRANSFER TO ACTIVITY ACCT	50,000.00	0.00	0.00	50,000.00
01 8000 917 000	TRANSFER TO EE BEN FUND	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	75,000.00	0.00	0.00	75,000.00
9000	NON-PROGRAM EXPENDITURES				
01 9000 110 000	Kitchen Payroll	60,000.00	818.07	97.45	1,529.93
01 9000 210 000	KITCHEN GROUP INS	7,000.00	657.64	105.74	(401.96)
01 9000 220 000	KITCHEN SOCIAL SECURITY	5,000.00	62.23	87.10	644.82
01 9000 230 000	KITCHEN RETIREMENT	6,000.00	80.81	88.79	672.56
01 9000 280 000	KITCHEN LTD	1,000.00	27.39	28.95	710.46
01 9000 900 000	MISC EXP-expected carryover	1,800,000.00	0.00	0.00	1,800,000.00
9000	NON-PROGRAM EXPENDITURES	1,879,000.00	1,646.14	4.04	1,803,155.81
01	GENERAL FUND	9,364,282.00	518,793.75	72.99	2,528,872.74

2,528,872
 - 1,800,000

 728,872

left carryovers

August 2020

19-20

2,528,873	left	
- 1,800,000	carryover	2,000,000
<u>728,873</u>		
- 82,643	Alicap	
- 29,485	Beatrice mechanical - boilers	
- 26,772	track concrete (#19,540)	
- 50,000	activity fund	
- 25,000	estimated bills remaining	
- 500,000	depreciation	
<u>14,973</u>	employee benefit	

3001 Budget

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.

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.

The board shall present the proposed budget to the public so that patrons may review it and participate in any public hearing(s). The board shall consider and adopt the budget in accordance with Nebraska law.

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.

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3002 Deposits

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district employees and by student treasurers shall be handled with prudent business procedures. All funds collected shall be receipted and accounted for and directed without delay to the proper depository. Funds exceeding \$2,000.00 (cash) shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3003

Bidding for Construction, Remodeling, Repair or Site Improvement

I. Applicability of this policy.

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

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than \$100,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$100,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- 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.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$100,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$100,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$100,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section 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 in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. 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 invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

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.
- E. Any or all bids may be rejected if there is a sound documented reason
 - F. 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.

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Reviewed on: March 13, 2017
Reviewed on: August 14, 2017
Reviewed on: August 10, 2020

3005
School Activities Fund

The superintendent of schools shall establish an activities fund account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

The superintendent shall manage the activities fund and serve as its treasurer. The superintendent may divide the activities fund into more than one account to allocate portions of the fund for different purposes.

Funds in an activity's account after the activity ceases to exist shall be transferred to the donation fund or such other fund as the board may choose. Funds left in a graduating class's account will be maintained for a period of six months for a class memorial. If they are not used within that time, they may be transferred upon board approval.

As school activities are a responsibility of the school district, any deficit in the activity fund shall be paid from the general fund.

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Reviewed on March 13, 2016
Revised on: August 10, 2020

3006
Controlling Receipts

1. No person, including school employees, shall be permitted to cash personal checks.
2. All receipt books and deposit books will be pre-numbered.
3. When checks are received, they will be marked on the back "For Deposit Only." They will be listed on deposit slips and deposited weekly, at a minimum.
4. The Hot Lunch Fund shall have deposit ticket numbers and dates put in the corresponding receipt books.
5. Receipt of Monies
 - a. All receipts shall be counted on the date they are received.
 - b. Two or more persons shall count the receipts, record the amount collected on a receipts form, initial it, and give it to the superintendent.
 - c. The monies will then be sealed in an envelope or locked in a money bag and deposited directly at the district's depository institution. If the district's bank is not open or inaccessible, the envelope/money bag may be locked in the district's safe until it can be delivered to the bank.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3008
Gifts, Grants and Bequests

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and have a fair market value of \$10 or less. In its sole discretion, the board of education may accept donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: July 13, 2009

Revised on: August 12, 2013

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3009
Audit

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor shall conduct the audit according to the generally accepted standards of the auditing profession.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3010
Insurance

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3011 Transportation

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Reviewed on: March 13, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

3012

School Meal Program and Meal Changes

Meal Program. The school district will make a school meal program available to students. The cost of the service 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.

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. This 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.

If a student has no funds available to pay for a meal, the student will be provided, but not charged for a "courtesy meal," such as a plain sandwich. A student's account will not be allowed to become delinquent more than \$5.00.

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

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

Collection of Delinquent Meal Charge Debt

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

Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Revised on: March 14, 2016

Revised on: August 14, 2017

Reviewed on: August 10, 2020

3013
Emergency Closings

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except by action of the board of education or the superintendent when he or she determines that it unwise to hold school. When school is closed because conditions make it unwise to have the buses run their routes, school will be closed for all students of the district.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Revised on: March 14, 2016

Reviewed on: August 10, 2020

3014
Use of School Property

1. Use of Specific Facilities by Application and Agreement
 - a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: Fitness Center, track, shop, and gymnasiums. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
 - b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
 - c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

2. General Facilities Use Guidelines
 - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
 - b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
 - c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.
 - d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.

- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and Fitness Center may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

3. Definitions

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

4. Use of School Property by Student Groups

- a. Curriculum-related and Extracurricular student groups
 - i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.

- ii.) The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
 - iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.
 - b. Non-curriculum related student groups
 - i. Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.
 - (1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.
 - (2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.
 - ii. Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.
 - iii. Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.
 - iv. Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:
 - (1) The facility use will occur during non-instructional time.
 - (2) The district has facilities available to accommodate the group.
 - (3) The use is voluntary and for the general benefit of the student participants.
 - (4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.
5. Use of facilities by non-student groups
- a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.

- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
 - i. The local education association may hold meetings when classes are not in session and staff members are not on duty.
 - ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.
 - iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.
 - c. Denial of access
 - i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.
 - ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.
 - iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.
6. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

7. Proof of Insurance

- a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

8. No Fees for Admission

- a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
- b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
- c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Revised on: June 13, 2016

Reviewed on: August 10, 2020

3015
Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3018

Denying Access to School Premises or Activities

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well-being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Reviewed on: March 13, 2016
Revised on: June 13, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

3019

Sale or Disposal of School Property

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district, and shall endeavor to obtain the best price for the property. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

Booster Clubs and Parent-Teacher Organizations Policy

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement in Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

- (a) The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
- (b) The Supporting Entity should require that
 - i. all checks written out of the Supporting Entity's checking account contain two signatures;
 - ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
 - iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority;

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

3026
Handbooks

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

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

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Revised on: March 14, 2016
Reviewed on: August 10, 2020

3033

Lending Textbooks to Children Enrolled in Private Schools

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

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

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

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

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

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

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

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

Adopted on: August 14, 2017

Reviewed on: August 10, 2020

3036
Purchasing (Credit) Card Program

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

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$5,000.

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

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

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

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

Purchase Review Procedures. The superintendent, or his or her designee, and business manager shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board 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 shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

3040
School Safety and Security

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

I. General Safety and Security

a. NDE Rubric

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

b. School Hours

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

c. Access to School Facilities

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

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
 - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.
 - b. If the Superintendent determines that additional review is appropriate, he/she will refer the request for consideration by the crisis team.
 - c. The crisis team will consider:
 - i. The current research regarding the potential psychological harm that could be caused by a memorial;
 - ii. The potential disruption to the school's learning environment;
 - iii. The cost to the district of erecting and/or maintaining a memorial;
 - iv. Whether prior tragedies have been commemorated by a memorial;
 - v. The potential for future tragedies which could necessitate a similar memorial; and
 - vi. Any other factor which the crisis team deems relevant to its recommendation.
 - d. After consideration of the factors outlined above, the crisis team will make a recommendation as to whether the prohibition against memorials should be waived.
 - e. The Superintendent will communicate the crisis team's recommendation to the individual requesting the memorial.

- f. If the crisis team recommends waiver of the prohibition against memorials, the individual who made the initial request must inform the Superintendent if he/she wishes to ask the board to approve the memorial.
 - g. Memorials may only be approved by the board and only after completion of the process outlined in this policy.
- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

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

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

b. Compliance with Fire and Safety Codes

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

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

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

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

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

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

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

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

b. Visitor Protocol.

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure

and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

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

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

c. Emergency Drills

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

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

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

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

Adopted on: August 14, 2017
Revised on: June 11, 2018
Revised on: August 10, 2020

3041 Crisis Team Duties

The crisis team is responsible for planning the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operations of the school system.

1. Membership on and Chair of Team

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

2. Meetings of the Crisis Team

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

3. School Self-Assessment

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

4. All-Hazard School Safety Plan

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

5. Standard Response Protocol (SRP)

The crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

6. Consultation with Building Principals

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders.

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by

NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

7. Consultation with Threat Assessment Team

The crisis team will consult with members of the threat assessment team to determine if the district's All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

8. Review of Training

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

9. Communication with School Community and Stakeholders

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district's All-Hazard School Safety Plan.

10. Communication with the Board of Education

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent's or principal's report at a regular board meeting.

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

3042

Construction Management At Risk Contracts

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

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

Definitions. For purposes of this policy:

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

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:
 - A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of

Education. The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
 3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the

following:

- A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

- B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;
 - (4) The quality of performance on previous projects **(up to thirty percent)**;
 - (5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;

- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the CM@R method for a specific project, or at a later time but before the RFP is published and sent out.

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

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

- D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
 - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
 - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
 - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent

improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

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

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

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a

Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

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

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

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

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

3043
Design-Build Contracts

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

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

Definitions. For purposes of this policy:

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

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

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

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

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

- (1) A general description of the Design-Build project;
- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
- (3) The date by which persons or organizations must submit their applications; and

- (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and

complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.

- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

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

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least

two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
- (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;
 - (6) Budget parameters for the project;
 - (7) Any bonds or insurance required by law or as may be additionally required by the District;

- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and
- (11) Other information the District chooses to require.

- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:
 - (1) Published in a newspaper of general circulation within the District;
 - (2) Filed with the Department; and
 - (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

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

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

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

*The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

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

D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for

proposals and taking into consideration the recommendation of the selection committee.

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

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

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

- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another

party or by the failure of the District to award a contract to such actual or prospective bidder.

- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

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

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

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

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

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

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

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

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

3044

Incidental or De Minimis Use of Public Resources

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

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

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

authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

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

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

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

3045
Use of Sniffer Dogs

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

Protocol for Use of Sniffer Dogs

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

turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

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

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

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

3055

School Resource Officers

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

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

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

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

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

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

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

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

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

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

Adopted on: August 10, 2020

3056 Guest Speakers

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

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

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

10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least 7 (seven) days prior to the proposed appearance and the speaker submitted materials upon receipt.

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

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

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

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 3 (three) days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

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

Adopted on: August 10, 2020

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

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

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
- 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
- 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
- 2.6.4.2.1. The length of the relationship.
- 2.6.4.2.2. The type of relationship.
- 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

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

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

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

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

4. **Response to Sexual Harassment**

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

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

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

5. Grievance Process for Formal Complaints of Sexual Harassment.

5.1. General Requirements.

- 5.1.1. Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- 5.2. **Notice of Allegations.**
- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
- 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

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

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

5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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

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

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding

responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

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

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

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that

reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

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

5.10. Recordkeeping.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial

proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

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

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

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

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

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

district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: August 10, 2020

4002 Drug Free Workplace

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

Within five days after a conviction, an employee must notify the head of the department in which he or she is assigned of any conviction of a criminal drug statute for a violation occurring in the workplace. The failure to report such a conviction will result in dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

An employee who is convicted of violating any criminal drug statute for conduct that occurred in the workplace will be subject to disciplinary action, including but not limited to suspension or discharge. The district may, in its sole discretion, require the employee to participate in, and satisfactorily complete a drug abuse assistance or rehabilitation program at the cost of the employee.

I acknowledge that I have received a copy of the School District's Drug-Free Workplace policy. I understand that I am required to abide by the terms of the policy as a condition of my employment.

Signature

Date

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Revised on: March 14, 2016
Reviewed on: August 10, 2020

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.

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. 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. 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.

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.

Medical Resource 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.

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. 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: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on March 13, 2016

Reviewed on: August 10, 2020

4004

Employment of Relatives, Domestic Partners and Significant Others

It is in the school district's best interest to hire the best qualified candidate for employment. However, the district must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. The superintendent and/or board may make exceptions to this general rule.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the superintendent will make the decision based upon the importance of each job, the needs of the district, and the availability of candidates to fill either position. The district shall endeavor to place the transferred employee in a position which is similar in terms of pay and benefits. The superintendent and/or board may make exceptions to this general rule.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on March 13, 2016

Reviewed on: August 10, 2020

4005

Communication Between the Board and District Employees

Employees should submit communications or reports regarding the district to their immediate supervisor, then the superintendent, and only then to the board. They have the same right to communicate with the board about matters of public concern as other patrons of the district, but must follow the chain of command before communicating about employment-related issues.

When appropriate, the superintendent shall inform employees of official board policies, directives, actions and concerns.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4006
Insurance

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a collective bargaining agreement.

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4007
Personnel Records

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4008
Outside Employment

1. An employee's responsibilities to the district take precedence over personal along with other prohibited activity during school hours. Employees may not engage in other employment business activity during assigned duty hours.
2. Tutoring
 - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.
 - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.
 - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.
3. Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.
4. Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.
5. Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.
6. In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.

7. Sale of goods or services by employees.

- a. Employees shall not sell, solicit or promote the sale of goods or services to students.
- b. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale.
- c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).
- d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.

8. No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.

9. All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, program, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4009

Restrictions on Employees Receiving Gratuities

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over \$25.00 must disclose the receipt of such gift to the superintendent. The superintendent, at his or her discretion, may require that the gift become the property of the district.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school's patronage.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4010
Inclement Weather

Unless the superintendent directs otherwise, staff shall not be required to report when school is canceled due to inclement weather.

If school is canceled during the day because of inclement weather, classified and certified personnel may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Revised on: March 14, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

4011
Employee Leave Under the Family and Medical Leave Act
(FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for *unpaid* leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
 - a. For birth of a son or daughter, and to care for the newborn child;
 - b. For placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
 - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the

covered Veteran was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both

either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or

Regular Armed Forces in support of a contingency operation;

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the

school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.
3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.

- b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.
- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered

Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued

prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

- a. If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

- D.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: July 13, 2009
Revised on: August 12, 2013
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

4011.1
Nebraska Family Military Leave Act

The school district shall provide leave to its employees in accordance with the Nebraska Family Military Leave Act (NFMLA). The terms used herein shall have the meaning ascribed to them under the NFMLA. Employees may also qualify for leave under the Family and Medical Leave Act (FMLA), which is detailed in the district's FMLA policy. If an employee qualifies for leave under both the FMLA and NFMLA, any leave taken by the employee will count concurrently toward the leave limits of both.

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the NFMLA and this policy shall be unpaid leave.

B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must

provide the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

4014
Intentionally Left Blank

4015

Prohibition Against Employment of Board Members as Teachers

Nebraska statutes recognize the inherent conflict of interest that is created when a member of the board of education serves as a certificated employee of the district. Consequently, section 79-554 of the statutes prohibits a board member from being employed as a teacher in a school district where he or she also serves on the board.

The board will allow a member of the board of education to be employed by the school district in a non-teaching capacity, including substitute teaching. Board members who are also employed by the district are strictly prohibited from discussing any issue with students, staff or parents in their capacity as an employee that may come before the board. Board members who are employed by the school district must fully comply with Policy 2005: Conflict of Interest.

This policy does not prohibit the board from contracting with members of the board for services or products when the relationship is not one of employer/employee and such contracts are in compliance with the requirements of statute and board policy regarding conflicts of interest.

Adopted on: July 13, 2009

Revised on: August 12, 2013

Reviewed on: January 13, 2014

Reviewed on: March 13, 2015

Revised on: June 13, 2016

Reviewed on: August 10, 2020

4016

Jury Duty/Service as Witness in Court

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4017

Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations that have been established in accordance with public employee bargaining statutes, and will meet with local collective bargaining unit representatives at mutually agreeable times to negotiate regarding mandatory subjects of bargaining.

To facilitate an amicable relationship between the district and any local employee associations, the district will allow associations to make reasonable use of district facilities for meetings outside the school's and the employees' work hours. With administrative approval, associations may use district equipment, post notices of meetings and other information on bulletin boards designated for this purpose, and use local building mail boxes for delivery of employment-related information. Associations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4018
Corporal Punishment

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4019

Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee district should show concern for the safety of fellow employees, students, and members of the public. The district shall have a workplace injury prevention and safety committee as required by Nebraska law. Members of the workplace injury prevention and safety committee shall be established through the collective bargaining process.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The workplace injury prevention and safety committee shall maintain minutes of all meetings and file them in the district office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee shall keep written minutes of all meetings, and provide a copy to the superintendent or designee who shall maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she

shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and shall review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

4020
Copyright Policy

It is the policy of this school to encourage teachers to be creative and innovative. Therefore, a school administrator may enter into a written agreement with a teacher allowing the teacher to own a copyright in a written work created by the teacher in his or her scope of employment. The administrator and teacher shall only enter into such an agreement if the written work was created apart from, and in addition to, what the district requires and if the district will not incur an expense to replace the work.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4021
FAMILY MILITARY LEAVE

An administrator, at his or her discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee's eligibility for the leave requested.

Military Leave under the Federal Family and Medical Leave Act (FMLA) will be governed by the FMLA and the board's policy regarding the FMLA.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4022

Certification and Endorsements

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.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4023
Professional Ethics

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certified employees are responsible for reading, understanding, and complying with these standards.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4024

Teachers' Rights, Responsibilities and Duties

All certificated employees shall assume the duties and responsibilities assigned by the superintendent or designee. Teachers' professional responsibilities involve considerably more than merely classroom instruction. They include, but are not limited to, study and research to keep abreast of new knowledge and instructional techniques; assessment of students' work; record-keeping; lesson planning and preparation; conferences with students, parents and administrators; in-service meetings; and supervision of pupils outside the classroom.

Teachers must be in their classrooms or assigned areas as instructed by the building principal. All duty time is necessary for educational planning, preparation, and conferences with students, parents and faculty members.

All teachers must maintain a standard of dress, personal appearance, general decorum, moral standards and behavior that reflects their professional status in the community.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4025 Superintendent

The superintendent is hired by and shall report directly to the board of education. All school employees shall be under the direct and/or delegated supervision of the superintendent. All of the grounds and buildings are supervised by the superintendent. He or she shall, at his or her discretion, make the board aware of any needed repairs and improvements. The board of education delegates to the superintendent the power and authority to make necessary corrections and decisions on all matters concerning the running of the school. The board will review all such rulings, corrections, decisions and such at regular or special board meetings.

The superintendent is charged with presenting an annual school budget to meet necessary statutory deadlines, and this budget shall be subject to the approval of the board of education and voters at the annual budget hearing and annual meeting. In conjunction with this budget preparation, the superintendent is charged with implementing the budget and shall be authorized to make all purchases he/she deems necessary after the board of education and voters approve the budget at the budget hearing. The superintendent shall present all of the bills to the board of education and handle all monies in the activity accounts, as well as the lunch account. He or she shall supervise the bookkeeping of the accounts and shall sign all the checks and will have the final approval of how the money is spent. He or she shall be bonded for \$5,000, and this bond will be provided by the school district. The superintendent shall, monthly, provide a balance sheet showing each activity account.

The superintendent shall be in a position of approving all school activities, and he/she may delegate this authority to the principals, teachers, sponsors, etc. Such activities shall include, but not be limited to, the schedule, the closing of school, non-school activities (with board approval), calendars, and media releases.

The superintendent will be the chief administrative officer of the board of education and shall keep the board informed on important issues. He or she shall review all certified and non-certified employees applying for vacancies and shall make recommendations regarding these employees.

The superintendent's other duties include, but are not limited to, the following items:

1. Maintain high standards of student conduct and enforce discipline as necessary, according due process to the rights of students.

2. Develop and implement in-service training of teachers, with special responsibility for staff administrative procedures and instruction.
3. Preparation of a school calendar for board adoption.
4. Recommend changes in board policy.
5. Responsible for implementation of board policy.
6. Vocational director.
7. Transportation director.
8. Enforce the negotiated agreement.
9. Supervise the lunch program.
10. Supervision of the teaching staff and evaluation.
11. Supervision of the guidance program.
12. Supervision of extra-curricular activities.

The Board shall evaluate the Superintendent twice during his or her first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with a copy of the attached written evaluation instrument.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4026

Administrative Employees

A staff member who holds an administrative and supervisory certificate and performs administrative duties shall be paid a salary and provided fringe benefits based upon board policy and the decisions of the board.

A staff member who fills in during the absence of an administrator will be paid \$20 per hour for time outside of the normally scheduled school day.

Adopted on: July 13, 2009

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Revised on: August 10, 2020

4027

Part-Time Certified Employees

Percentage of Time. The percentage of time that a teacher works will be determined by calculating the amount of time that the teacher is required to be at school to teach or supervise classes, plus any assigned preparation time, as a percentage of the entire school day. Extracurricular assignments shall not be considered in determining a teacher's percentage of time. Part-time and temporary teachers may or may not be assigned preparation time, at the sole discretion of the board of education, upon the recommendation of the superintendent of schools.

Acquiring Permanent Status. A part-time teacher may become a permanent certificated employee pursuant to the provisions of state statutes.

Salary. The salary, benefits and leave entitlement of a part-time teacher shall be determined by reference to the negotiated agreement between the district and the teacher's association. Multiplying the percentage of time the individual works by his or her placement on the full-time salary schedule contained in each academic years negotiated agreement. The percentage of time a part-time teacher is required to be on duty shall be determined by the board of education upon the recommendation of the superintendent of schools.

Horizontal Movement on the Salary Schedule. A part-time teacher may qualify for movement horizontally on the salary schedule by earning graduate hours of college credit as set forth in the guidelines of the school district's salary schedule, and according to the applicable district policies.

Attendance at In-service Meetings, Faculty Meetings, and School Activities. A part-time teacher is responsible for attending in-service meetings, faculty meetings, and school activities that take place outside the teacher's assigned duty hours without additional compensation. A part-time teacher is responsible for performing such tasks as selling or taking tickets, and will be compensated for such tasks pursuant to the policy, practice or negotiated agreement of the school district.

Continuation of Employment. The school district administration and board will deal with the continuation of a part-time teacher's employment pursuant to state statute and the procedures prescribed for full-time employees in these policies.

Adopted on: July 13, 2009

Reviewed on: March 14, 2016

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4028
Substitute Teachers

A substitute teacher is an educator who possesses the required certification from the Nebraska Department of Education and is employed to fill a teaching position on a temporary basis. The board shall establish the pay and benefits for substitute teachers.

Adopted on: July 13, 2009
Reviewed on: March 10, 2014
Reviewed on March 13, 2016
Reviewed on: August 10, 2020

4030
Evaluation of Certified Employees

The classroom teacher is the key element of successful instruction. Every teacher should be capable of improving his or her performance, and the administration is responsible for evaluating teachers in order to assist them in achieving a high quality of teaching.

A certified administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester and each tenured certified employee for a full instructional period once each school year. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

The school district will train administrators in evaluation annually through meetings with the superintendent or other administrator, attendance at regional, state or national workshops, or any other method approved by the superintendent.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

Entire Instructional Period. For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

This policy and the evaluation instrument shall be included in the teacher handbook which will be distributed to staff members upon their employment and annually thereafter.

Adopted on: July 13, 2009
Reviewed on: April 14, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4031

Evaluation of Probationary Certified Employees

A certified administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester. The administrator will provide each employee with a written list of deficiencies, suggestions for improvement, and sufficient time to improve.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

Entire Instructional Period. For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

Adopted on: July 13, 2009

Reviewed on: April 14, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4032 Professional Growth

Every six years, permanent certificated teachers shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth.

The board of education believes the goal of professional self-improvement to be inherent in the responsibilities of each certificated district employee.

Other professional growth activities which may count toward the six-year requirement include non-credit courses, lecture series, workshops, conferences, study groups, local in-service courses, committee service, supervising a student teacher, serving with professional groups, travel of significant educational value, and membership in professional organizations. The employee must receive prior approval from the building principal for any of these activities to count toward professional growth.

No professional growth hours will be awarded if the applicant has been paid for a non-college activity either by released time or by an additional amount paid by the school district.

One hour of professional growth credit will generally be equivalent to ten hours of personal time spent on an educational activity.

Adopted on: July 13, 2009
Reviewed on: March 10, 2014
Reviewed on: March 13, 2016
Revised on: June 13, 2016
Reviewed on: August 10, 2020

Rights of Probationary Certificated Employees

Procedural Entitlement. The superintendent of schools may, at his or her discretion, notify a probationary certificated employee that his or her employment contract may not be renewed or may be amended. In the event of consideration of nonrenewal or amendment of a probationary certificated employee's employment contract at the close of the school year, the affected employee shall be provided with written notice of the proposed nonrenewal on or before April 15, including notice that he or she is entitled to a hearing before the board prior to any final decision on the proposed contract action. To secure such a hearing, the employee must send a written request to the secretary of the board, the superintendent or the superintendent's designee within seven (7) calendar days of receipt of notice of possible nonrenewal or amendment. An employee who requests a hearing shall be given written notice of the employment-related reasons for the proposed action at least five (5) calendar days prior to the hearing. The hearing shall be an informal hearing at which the employee or the employee's representative shall be given an opportunity to discuss and explain the employee's position regarding continued employment, to present information, and to ask questions of those appearing on behalf of the school district. At the conclusion of the hearing, the board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient if the nonrenewal is in accordance with the provisions of Nebraska statutes and is not for constitutionally impermissible reasons.

Hearing by Board Committee. At its discretion, the board may conduct the hearing regarding the nonrenewal or amendment of a probationary employee's employment by a committee of the board that consists of not fewer than three board members. If the board proceeds with a hearing by committee, notice of the hearing must be sent to all board members five (5) days prior to the date of the hearing, the majority opinion of such a committee will constitute a recommendation to the board as a whole, and the final decision must be made by a majority vote of the members of the board without additional hearing. The meeting to make a final determination must be held in open session.

Public Notice of Meeting. The board shall give proper notice of any board meeting in accordance with the Nebraska Public Meetings Law.

Adopted on: July 13, 2009

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4034
Teacher Handbook

The superintendent or designee shall annually formulate, review and revise a teacher handbook that will contain information about the policies, rules, and duties that apply to teachers.

Adopted on: July 13, 2009
Reviewed on: March 10, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4035

Rights of Permanent Certificated Employees

School district administrators and the board of education shall comply with the requirements of due process in considering the cancellation, amendment or termination of a permanent certificated employee's contract of employment. After compliance with such requirements, the board may cancel, amend or terminate such a contract of employment for just cause as provided in statute, contract or board policy.

The superintendent of schools may, at his or her discretion, notify a permanent certificated employee that the employee's employment contract may be canceled, amended or terminated.

Mid-Term Cancellation or Amendment. If a certificated employee's employment contract is considered for mid-term amendment or cancellation, the affected employee shall be provided:

A written statement of the alleged grounds for cancellation or amendment of the contract and that such certificated employee's contract may be canceled or amended mid-term as well as the information set out in the section entitled "Procedural Entitlement" below.

Termination or Amendment of a Permanent Employee's Contract. If a permanent certificated employee's employment contract is considered for amendment or termination at the close of the school year, the affected employee shall be provided:

Written notice of the proposed action on or before April 15. If the employee requests a hearing, he or she shall be given written notice of the alleged grounds for the proposed action at least five (5) days prior to the hearing.

Procedural Entitlement. In the event of the proposed cancellation, amendment or termination of a permanent certificated employee's employment contract, whether mid-term or at the close of the contract year, the affected employee shall be provided with written notice that he or she is entitled to a hearing before the board prior to any final decision on the proposed contract action. To secure such a hearing, the employee must submit a written request to the secretary of the board, the superintendent or the superintendent's designee within seven (7) calendar days of receipt of notice of possible cancellation, amendment or

termination. Upon request, the certificated employee will be provided with notice, at least five (5) days prior to the hearing, of the names of any witnesses who will be called to testify against the certificated employee as well as the general areas of their testimony, and will be given an opportunity to examine any documents that will be presented at the hearing.

Public Notice of Meeting. The board shall give proper notice of any board meeting in accordance with the Nebraska Public Meetings Law.

Employee's Right to Be Represented. A permanent employee shall have the right to be represented at the hearing and shall be given an opportunity to cross-examine all witnesses, examine all documents, and present evidence material to the issues.

Basis of the Board's Decision. A decision to cancel, amend or terminate a permanent certificated employee's contract shall be based solely upon the evidence produced at the hearing and must be agreed to by a majority of the members of the board. If the board cancels, amends or terminates a certificated employee's contract, it shall reduce its findings and determinations to writing and shall deliver a written copy thereof to the certificated employee.

Adopted on: July 13, 2009
Reviewed on: March 10, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4036

Crisis Response Team Duties

The school district will use a Crisis Response Team (CRT) to plan and coordinate efforts to deal with an emergency that involves the school, staff, and students. The primary concern will be the safety and welfare of students and staff, followed by the protection and salvaging of property.

The CRT will consist of the superintendent or designee (who will serve as general coordinator), the principal (who will serve as staff/operations coordinator), the counselor (who will serve as counseling services coordinator), one secondary and one elementary staff member and one male and one female secondary student. Examples of situations that the CRT would address are the death of a student, staff member, local or national leader; an accident or illness involving any of the previously mentioned people; a threat to the safety of students or staff, weather-related disaster; or other incidents that seriously affect the school.

The superintendent will direct and coordinate CRT members. The principal will assume these responsibilities in the absence of the superintendent, and a designated board member will assume the responsibilities of the superintendent and principal in their absence. Team appointments and assignments may change annually based upon the district's needs.

During a crisis, school will be conducted in as normal and routine a manner as possible. To help provide students and staff with the services to cope with an emergency, the CRT may call upon patrons and school and community professionals who are skilled in providing counseling.

A careful balance must be maintained between the right of the public to information and the rights of the student and staff to privacy and normalcy. The general coordinator will be responsible for dealing with the media and providing information to the public.

Responsibilities of General Coordinator:

1. Pre-Crisis:
 - a. Appoint team members;
 - b. Call meetings;
 - c. Serve as chair of CRT; and
 - d. Inform staff and community of functions of CRT.

2. When Crisis Occurs:
 - a. Compile checklist of activities that must be addressed prior to meeting with CRT;

- b. Decide whether to convene or postpone school with necessary transportation and scheduling adjustments; and
 - c. Communicate with president of the board. President of the board will communicate with remainder of board.
 - d. Conduct secretarial and custodial meetings to tell them what information to give out and to direct all visitors to the crisis headquarters.
 - e. Communicate as needed with police, civil defense, fire and emergency personnel;
 - f. See that students and staff are appropriately notified after CRT meeting;
 - g. Approve press releases and schedule news conferences;
 - h. Serve as approval authority on plans presented by other coordinators; and
 - i. Handle unexpected details as they arise.
3. Post Crisis:
- a. Critique the response strategy of the CRT after the crisis with the CRT; and
 - b. Report on the incident at the next regular (or emergency) board meeting.

Responsibilities of Staff/Operations Coordinator:

1. Pre-Crisis:
 - a. Attend meetings;
 - b. Assist in informing staff and community of functions of CRT;
 - c. Arrange for special training as needed.
2. When Crisis Occurs:
 - a. Meet with general coordinator;
 - b. Meet with CRT as needed;
 - c. Provide staff with necessary information.
 - d. Provide support services for staff: refer the staff to counseling services coordinator as needed, arrange for substitutes to be in the building, arrange for class coverage as needed, and keep staff updated.
 - e. Support services for family: express condolences and offer support, check on financial matters for the family as needed (social security, insurance, retirement).
 - f. Check on funeral arrangements if needed, notify staff and students, and arrange substitutes as needed.
 - g. Support services for students: refer those needing support to counseling services coordinator and assist in calling community personnel as needed.
 - h. Keep records of occurrences as they happen.

3. Post Crisis:
 - a. Critique the response strategies and turn in recommendation to the general coordinator; and
 - b. Meet with the CRT.

Responsibilities of Counseling Services Coordinator:

1. Pre-Crisis:
 - a. Compile a list of support staff from the community and other area support services, with names and phone numbers; and
 - b. In-service CRT members and selected building personnel regarding specific counseling interventions for crises, especially the student members of CRT.
2. When Crisis Occurs:
 - a. Meet with the general coordinator;
 - b. Meet with the CRT as needed;
 - c. Evaluate counseling needs for the day; involve support staff from the community and other agencies as needed;
 - d. Arrange for small group and individual counseling sessions for students, staff, and parents as needed;
 - e. Contact area mental health agencies if necessary for referral or additional assistance;
 - f. Arrange to visit classes as needed to make announcements, give details, answer questions, etc.;
 - g. Oversee the use of student records;
 - h. Maintain counseling records for follow-up;
 - i. Liaison with parents if necessary; and
 - j. Liaison with student representatives to CRT.
3. Post Crisis:
 - a. Critique the response strategies used, update the crisis plan, and update counseling records and turn in recommendations to the general coordinator; and
 - b. Be observant for support needed by CRT members and other involved staff.

Adopted on: July 13, 2009
Reviewed on: March 10, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4037
Reduction In Force

The board of education may determine that a reduction in force of certificated staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances. If the board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **Definition of Reduction in Force.** A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number or percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment to an employee's contract reducing the extent of the employee's employment.
2. **Restriction of Right to Administrative Position.** Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.
3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.
 - a. Programs to be offered
 - b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the endorsement(s) shown on each teacher's Nebraska Teaching Certificate.

- c. State and federal laws or regulations that may mandate certain employment practices;
- d. Involvement in the programs and activities sponsored by the school district.
- e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district.
- f. The organizational and educational effect caused by multiple part-time certificated employees; and
- g. Any other reasons that are rationally related to the instruction in or administration of the school district.

4. **Consideration of Uninterrupted Service.** If, after consideration of the criteria listed above, it is the opinion of the superintendent that there is no significant difference between or among certificated employees being considered for reduction, the employee(s) with the longest uninterrupted service to the district shall be retained.

- a. Uninterrupted length of service is defined as the number of continuous full-time equivalent years of employment in the district as a teacher.
- b. A full-time equivalent year is defined as employment on a full-time basis for an entire school year.
- c. Less than full-time employment reduces the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year full-time equivalent employment.
- d. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

5. **Rights of Recall.**

- a. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect.

- b. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.
 - c. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district.
 - d. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.
6. **Current Teaching Certificate.**
- a. Upon initial employment with the district, each certificated employee shall file a copy of his or her teaching certificate, including endorsements with the superintendent of schools.
 - b. The employee shall be responsible for filing any changes in certification or endorsements with the superintendent.
7. **Address Records.**
- a. A certificated employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.
 - b. If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Adopted on: July 13, 2009
Reviewed on: March 10, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4038
Classified Staff Defined

The term “classified staff” means all employees other than certificated teachers and administrators. Classified staff employees are employed at will, and their employment may be amended or terminated at any time and without any cause.

Adopted on: July 13, 2009
Reviewed on: August 8, 2011
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4041 Staff Dress and Appearance

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

I. Staff Expectations in Dress and Appearance

A. General Expectations in Dress and Appearance

1. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.
2. Custodial, maintenance, and transportation staff should dress in attire appropriate to the work they are performing.

B. Unacceptable Forms of Dress and Appearance

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
 - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
 - Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
 - Shorts, except when teaching physical education class or at athletic or other activity practices.
 - Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
 - Hats, except when worn outside for sun coverage.
 - Rubber soled 'flip flop' thong sandals.
 - Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
 - Any attire which is immodest or may distract other employees or students in the learning environment.

II. Enforcement

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days" or field days). Any violation of school policy and rules may result in disciplinary action.

Adopted on: July 13, 2009

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Reviewed on: August 10, 2020

4042

Employee Social Security Numbers

Nebraska law prohibits employers from using or publishing an employee's social security number except under certain specified circumstances. This district shall comply with this law and take reasonable steps to protect the confidentiality of employees' social security numbers. However, neither state law nor this policy prohibits the district from using the last four digits of an employee's social security number as an employee identification number or in any other reasonable manner.

Adopted on: July 13, 2009

Reviewed on: March 10, 2014

Reviewed on March 13, 2016

Reviewed on: August 10, 2020

4043

Professional Boundaries Between Employees and Students

School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, MySpace, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

Unless an employee has a legitimate educational purpose, the following behavior is a violation of the professional boundaries that employees are expected to maintain with students. The following list is intended to illustrate inappropriate behavior involving students but not to describe every kind of prohibited behavior.

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.

- Communicating electronically (e.g. by e-mail, text messaging, or instant messaging) on a matter that does not pertain to a school matter. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (i.e. grades).
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

An employee is required to make a report to the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to Board President.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, or other school employee with whom she or he feels comfortable.

All reports made under this policy will remain confidential to the extent allowed by law.

Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

Adopted on: September 12, 2011

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4044
Staff Election Conduct

The Board recognizes its individual employees' rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may seek an elective office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available.

The following activities are prohibited during an employee's work time (including duty-free lunch and planning periods):

1. Soliciting votes or contributions for or against a particular candidate or ballot proposition.
2. Discussing with students' opinions regarding a political candidate or ballot proposition unless the topic is part of the approved curriculum.
3. Preparing, displaying, wearing or distributing campaign literature, materials, or signs for or against a candidate or ballot proposition (this prohibition does not apply to bumper stickers on personal vehicles).
4. Soliciting volunteers to assist with a campaign for or against a political candidate or ballot proposition.
5. Preparing for, organizing, or participating in any political meeting, petition, rally, or event.
6. Other prohibited political activity as defined by state law.

The following activities are prohibited at all times:

1. Using any school district resources including, but not limited to, facsimile machines, copy machines, computers or e-mail accounts, for political campaign activities.
2. Using school district property or facilities for any political campaign activities, unless such use is approved pursuant to school board rules or policy.

3. Spending district funds to urge votes to vote for or against a candidate or ballot proposition
4. Requiring employees to engage in political campaign activities as part of their job duties.
5. Providing employees with additional compensation or benefits for engaging in political activities.
6. Representing an employee's personal political position as the position of the school district or the board of education.

Adopted on: September 12, 2011

Reviewed on: March 10, 2014

Reviewed on March 13, 2016

Reviewed on: August 10, 2020

4045
Milk Expression

The district will provide reasonable break time for an employee who wishes to express breast milk for her nursing child in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child's birth.

Adopted on: September 12, 2011

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4046

Internet Searches Regarding Potential Employees

Members of the administrative team or of a hiring committee (hereinafter "the committee") may conduct internet research about job applicants by using the following protocol:

1. The committee may Google candidates' full names and any aliases. Other search engines such as Yahoo or Bing may also be used. The committee may also search candidates' full names and any aliases on Facebook, MySpace, LinkedIn, Twitter, YouTube, SocialMention and other social networking websites.
2. All applicants or all finalists must have the same research conducted about them. For example, if the committee conducts a search on Google using the name of one applicant in order to determine whether to include that applicant in the list of finalists, then the committee must conduct an identical search of all applicants' names.
3. The committee may not use deception to gain access to applicants' social networking pages, blogs or other on-line media.
4. The committee must take reasonable steps to verify the reliability of the information obtained in the search, including consulting with the applicant for confirmation of accuracy, if appropriate.
5. The committee will consider the following information to be relevant in making hiring decisions about an applicant based on information obtained through internet research:
 - a. Disparaging remarks made about current or former co-workers, supervisors or employers,
 - b. Discriminatory, harassing or demeaning behavior or comments,
 - c. Unprofessional, lewd or obscene behavior or remarks,
 - d. Criminal activity
 - e. Information which indicates the applicant will or will not be able to perform the essential functions of the position sought,

- f. Information which indicates that the applicant is particularly suited or unsuited to the position sought.
- 6. The committee will retain documents to demonstrate its compliance with this policy with other documentation relevant to the job search.

Adopted on: September 12, 2011

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4049
Professional Ethics

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certified employees are responsible for reading, understanding and complying with these standards.

Adopted on: September 12, 2011

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4050

Overtime and Compensatory Time

Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

The district may grant compensatory time in lieu of overtime pay at a rate of one and one-half (1½) hours off for each hour of overtime the employee worked. Employees may accrue a maximum of 240 hours of compensatory time, which represents 160 hours of actual overtime worked. When an employee has accrued 240 hours of compensatory time, the district shall pay him/her at the rate of one and one-half (1½) times his/her regular rate of pay for each additional hour of overtime. An employee who asks to use compensatory time shall be permitted to use it within a reasonable period after the request if its use does not unduly disrupt the district's operations.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular hourly rate paid to the employee during the last three years of his/her employment, or (2) the final regular hourly rate paid to the employee, whichever is higher.

Payment for unused compensatory time shall be at the employee's regular rate of pay for each hour of compensatory time, not one and one-half (1½) times the regular rate of pay.

Adopted on: September 12, 2011

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4053
Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
 - a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
 - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
 - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the School District.
 - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more,

in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
 - (1) The employee does not abuse his or her position.
 - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
 - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
 - (4) The board approves the employment or supervisory position.

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
 - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
 - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

4054

Reporting Child Abuse or Neglect

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately.
2. The principal and the school nurse and/or the school guidance counselor shall, whenever possible, investigate the concern within 24 hours of receiving the initial report. The school staff shall endeavor to conduct this investigation in a manner that does not interfere with any current or future investigation by law enforcement. When the principal determines that a report should be made through the district, he or she shall make a report to the office of social services or law enforcement. The principal shall inform the employee(s) who made the initial report whether he or she has made a report to the office of social services or law enforcement. If no such report has been made, the employee(s) shall file such a report if he, she or they have reasonable cause to believe that a child has been abused or neglected.
3. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school

employee is encouraged, keeping in mind that prompt reporting is essential.

Contents of the Report. The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Legal Immunity. Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

Adopted on: August 12, 2013

Reviewed on: April 14, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements.

As a general matter, the board will not release certificated staff members from their contractual obligations. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Adopted on: August 12, 2013

Reviewed on: April 14, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

4057
SUPERINTENDENT EVALUATION

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. The first year evaluations shall take place (1) at or prior to the October board meeting, and (2) at or prior to the January board meeting. Annual evaluations shall take place at a board meeting held during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation shall take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to individually evaluate the superintendent and complete an evaluation document. The board shall compile the individual evaluations into a single evaluation, provide a copy to the superintendent, and discuss it with him or her. The superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

Personnel File. The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal or cancellation of the employment contract.

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Adopted on: August 12, 2013
Reviewed on: April 14, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

4059 Suicide Prevention Training

The following employees are required to complete at least one hour of suicide awareness and prevention training every year:

- School nurses
- Teachers
- Counselors
- School psychologists
- Administrators
- School social workers
- Community coaches
- Paraeducators
- Bus drivers
- Kitchen staff
- Custodians
- Secretarial and clerical staff

These employees must complete the online training provided by the Nebraska Department of Education no later than October 31 of each school year or within 30 days of their initial employment. Failure to complete this training shall constitute just cause for the termination or nonrenewal of employee's contract.

Adopted on: August 14, 2017
Reviewed on: August 10, 2020

4061

Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a

medical professional has certified that the employee has reached maximum medical improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: August 14, 2017

Reviewed on: August 10, 2020

4062 Locker Room Supervision

Staff members, coaches, sponsors, and students must comply with the requirements of this policy while using locker rooms at the school district or at other locations.

Staff members, coaches, and sponsors must appropriately supervise students in locker rooms and other locations where students dress, change, or engage in similar activities. This supervision must occur at all times during curricular and extracurricular activities and includes, but is not limited to, the following:

- Entering and walking through the entire locker room at regular and irregular intervals to provide direct supervision and to assess student behavior.
- Maintaining an orderly locker room free from "horseplay" and other prohibited conduct.
- Maintaining a visual presence.
- Adequately addressing any misbehaviors.
- Escorting students to and from the locker room and the activity or instructional area.
- Unlocking the locker room so that students may enter, and locking the locker room after all students have exited the locker room.
- Searching the locker room to determine that all students have exited the locker room before locking it.
- Ensuring that the locker room remains locked during any activity.

If a student is found missing during an activity, the staff member, coach, or sponsor or adult designee shall check the locker room for the missing student.

The locker room must be locked at all times when unsupervised.

Only students whose team or activity is currently playing or are in-season or who are involved in a school-sponsored activity that requires or allows presence in the locker room are allowed access to the locker room before or after the regular school day.

Students are not allowed to enter or reenter the locker room without appropriate supervision.

If the staff member, coach, or sponsor is the opposite sex of the students, he or she may designate another adult of the same sex as the students to provide the required locker room supervision. This delegation does not remove ultimate responsibility from the staff member, coach, or sponsor who is subject to the obligations under this policy to ensure that such obligations are

met. By allowing their students to participate in an activity with a cross-gender coach, parents/guardians consent to the entry of the staff member or his or her designee into the locker room at any time as necessary to maintain student safety and order.

Staff members, coaches, and sponsors must remain with students until they are picked up by the parent, guardian, or other authorized person or the student leaves in his or her own transportation. Students must never be left unattended after a game, practice, or other school-sponsored activity. In other words, the staff member, coach, or sponsor should be the first one to arrive at the activity and the last one to leave.

Cell phones and other devices with visual or auditory recording capability may not be used in the locker room at any time or for any reason.

Under no circumstance may a staff member, coach, or sponsor delegate any responsibility under this policy to a student or other minor.

School administrators or their designees may make random checks to assess policy compliance.

Adopted on: August 10, 2020

5002.1

Admission of Students Who Reside Out of the State of Nebraska

Students who reside in a state other than Nebraska must submit an application to enroll in the district at least three weeks prior to the beginning of the semester in which they wish to begin attending the district. Out of state students may not enroll mid-semester.

The administration will review each application and is authorized to admit out-of-state students whose academic history, disciplinary records, prior school community involvement and other relevant factors indicate that they will be successful in this school district. Those who have verified disabilities pursuant to the Individuals with Disabilities in Education Act or section 504 of the Rehabilitation Act will not be excluded from admission based solely on their disability. The administration may reject an out-of-state student when acceptance of the student:

- 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;
- Would require the procurement of new equipment, technology, or furnishings;
- Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

The administration's approval or disapproval of an out-of-state student's application is final.

Out-of-state students who are admitted pursuant to this policy must meet the requirements of board policy 5002 and must comply with each board policy, state statute and regulation that applies to their situation. Once admitted, they will be subject to the same disciplinary rules and procedures as resident students. Students must reapply for admission prior to each semester. Re-admission may be denied for students who are not academically and/or behaviorally successful. Once admitted, out-of-state

students' grade level placement will be determined in accordance with district policy.

Out-of-state students are not entitled to transportation or reimbursement for transportation.

Out-of-state students will be charged tuition of \$250 per semester by the district. Payment in full is due to the central office of the district on or before the first day of classes each semester. The tuition fee may be changed by the board of education prior to any semester with or without notice to the out-of-state student's family or resident school district.

Adopted on: October 12, 2015

Reviewed on: September 14, 2015

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Reviewed on: August 10, 2020

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, resides in 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 no later than two weeks before the beginning of each semester. 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 10 credit hours per semester. Exempt school students who are not enrolled in at least 10-credit hours may not participate in extracurricular sports and activities. All part-time students must meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating in the sport or activity.

Exempt school students who transfer into the district will be considered a transfer student and shall be ineligible for varsity competition for ninety school days unless the home school is located in the same school district as the high school to which the student is transferring.

The school district will determine whether credits awarded to exempt transfer students will be accepted for the purpose of eligibility for extracurricular sports and activities pursuant to the board's policy on Grade Placement and Academic Credits of Transfer Students.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation by virtue of their status as part-time students.

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

Adopted on: July 13, 2009
Reviewed on: May 12, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

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 insuring 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.** 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.

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 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: July 13, 2009

Revised on: August 12, 2013

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised on: June 13, 2016

Reviewed on: August 10, 2020

5006
Foreign Exchange Students

The school district may accept a foreign exchange student on a non-tuition basis if the student is sponsored by an organized exchange program that is acceptable to the board of education, approved for enrollment, and resides with a host family that lives within district boundaries.

A foreign student is not entitled to tuition-free schooling in the school district merely because he or she resides with a family within the district. The host family and/or sponsoring exchange program must file an application with the administration to enroll the student. In reviewing the application, the administration will consider the following factors:

whether the student possesses a sufficient command of the English language;

whether an appropriate program is available;

whether the student meets the general admission requirements for the school; and

such other factors as are relevant to the admission of the student.

Foreign exchange students who are accepted and enrolled will be subject to all policies and regulations governing the conduct and behavior of resident students.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

5007
Enrollment of Expelled Students

The administration shall not enroll any student during the term of any known expulsion of the student from any public school in any state unless the board of education has approved the enrollment by a vote of a majority of the members of the board. The district shall not enroll any student during the known term of any expulsion of the student from a private school for an offense for which expulsion is authorized for a public school student unless the board has approved the enrollment by a vote of a majority of the members of the board. This policy does not require the board to take a vote on the enrollment application of any such student.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

5009
Adult Education

The school district may offer adult education programs.

Adopted on: July 13, 2009
Reviewed on: May 12, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

5010
Immunizations

1. General Rule

- a. Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b. The district is not responsible for the cost of such immunizations.
- c. Any student who does not comply with this policy shall not be permitted to continue attending school.
- d. The building principal shall be responsible for maintaining immunization records for the students enrolled in his/her building and shall share that information with the school's threat assessment and crisis teams as appropriate.

2. Exceptions

- a. Provisional Enrollment.

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

- b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
 - i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household.
 - ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.

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

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Reviewed on: August 10, 2020

5011
Physical Examination of Students

The following students shall provide evidence of a physical examination by a qualified health care provider:

- all incoming students in the beginner grade;
- students in seventh grade; and
- all out-of-state transfer students.

Evidence of a physical examination must be dated no more than six months prior to entrance or within sixty days after enrollment. If the student's parent(s) or guardian(s) object to a physical examination, they must submit a signed and dated refusal form to the school.

Adopted on: July 13, 2009
Reviewed on: May 12, 2014
Reviewed on: March 13, 2016
Reviewed on: August 10, 2020

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION**

I, _____ (parent or guardian name), am the parent or guardian of _____ (student name) who is enrolling in the beginner grade or seventh grade in HTRS Public Schools, or who is transferring from out of state into any grade in HTRS Public Schools:

I understand that state law requires that the school be provided with evidence of: (1) a physical examination, and (2) a visual evaluation. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the (check one or both):

physical examination
 visual evaluation

for the above named child. I will not hold HTRS Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child.

Dated this _____ day of _____, 20____.

Parent or Guardian

5012
Basic Testing Program

The school district will use a basic testing program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

5013

Use and Dissemination of Test Results

In a bi-annual report, the superintendent of schools shall provide a written report consisting of the results of the district's performance program including but not limited to: standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, a follow-up study of graduates, and a learning climate survey. This report shall be made available to all patrons of the district. Building level results will be reported only to appropriate staff for review and goal setting.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s).

A comprehensive evaluation of the district shall be conducted at least once every seven years using instruments and guides approved by the Department of Education.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Reviewed on: August 10, 2020

5014
Homeless Students

1. **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 enrolment and retention of homeless children and youth in the school district.

2. **Homeless Liaison.** The district's homeless liaison is the HTRS Principal. Students in homeless situations who require assistance should contact the liaison at 402-862-2151 or in person at 810 Central Ave, Humboldt, NE.
 - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
 - b. Receiving training regarding state and federal law governing homeless children and youth;
 - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community.
 - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
 - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
 - f. Carrying out other aspects of this policy.

3. **Definitions**
 - a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:

- i. 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; or are abandoned in hospitals;
 - ii. Children and youths who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
 - iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. 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” shall mean a homeless child or 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. School Stability and Enrollment.** Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child’s best interest unless it is contrary to a request of the child’s parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.
- 5. Strategies to Address Enrollment Delays.** In order to address enrollment delays resulting from homelessness, the 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.

6. **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 apportioned as provided by law.
7. **Records.** The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.
8. **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 thirty (30) calendar days after receiving notice of the dispute.
- c. The parent or guardian of the child or youth, or in the case of an unaccompanied youth, the 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 unaccompanied 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 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 thirty (30) calendar days of receipt of the decision from the District, pursuant to the 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 thirty (30) calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

Adopted on: July 13, 2009

Revised on: August 12, 2013

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised: August 14, 2017

Reviewed: August 10, 2020

5015
Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply the federal Protection of Pupil Rights Amendment (PPRA) and The No Child Left Behind Act (NCLB),

1. Surveys

- a. Surveys Created by a Third Party
 - i. This section applies to every survey:
 - (1) that is created by a person or entity other than a district staff member or student;
 - (2) regardless of whether the student answering the questions can be identified; and
 - (3) regardless of the subject matter of the questions
 - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
 - i. Sensitive information shall include:
 - (1) Political affiliations or beliefs of the student or the student's parent(s);
 - (2) Mental or psychological problems of the student or the student's family;
 - (3) Sexual behavior or attitudes;
 - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
 - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
 - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
 - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
 - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
 - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written

consent of a student's parent(s) before the student participates in the survey.

- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
 - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. **Survey Inspection Requests**
- i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
 - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
 - iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations

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

3. Collection of Personal Information from Students for Marketing

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

4. Inspection of Instructional Material

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

5. Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
 - i. this policy and its availability upon request from the office of the district;

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

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Reviewed: August 10, 2020

5018

Parental Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NeSA assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals will excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

The District cannot approve requests to opt out of state assessments. Approve of such requests is contrary to state law.

- c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality

and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Reviewed on: August 10, 2020

5019
Communicating with Parents

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

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Reviewed: August 10, 2020

5020
Rights of Custodial and Non-Custodial Parents

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

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

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

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

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

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

Adopted on: July 13, 2009
Reviewed on: May 12, 2014
Reviewed on: March 13, 2016
Reviewed: August 10, 2020

5023 Student Illness

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and make arrangements for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician.

Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school. The district reserves the right to monitor temperatures and to require any one with a temperature over 100° to be separated from others until arrangements can be made for the student's parent/guardian to pick up the student.

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised on: August 10, 2020

5024
Medication of Students

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:

1. Prescription medication

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

2. Non-prescription medication

- a. Parents/guardians must provide written permission for the administration of the medication
- b. The medication must be brought to the school in the manufacturer's container.
- c. The container must be labeled with the child's name and with directions for provision or administration of the medication

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

parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Reviewed: August 10, 2020

5025
Insurance Program

The school district is not an insurer of student safety, and parents are encouraged to secure insurance covering their students' healthcare needs, including catastrophic coverage for injuries which may be sustained while participating in athletics or other extracurricular activities.

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5026
Intentionally Left Blank

5028 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.

Adopted on: July 13, 2009
Reviewed on: May 12, 2014
Reviewed on: March 14, 2016
Revised on: June 13, 2016
Reviewed: August 10, 2020

5029
Crisis Response Policy

- I. **The following objectives apply to dealing with a crisis situation:**
- A. Ensuring the safety and emotional security of students.
 - B. Formulating a plan of action immediately that provides uniformity in the treatment of each crisis.
 - C. Identifying those students and staff who will likely be most strongly affected by grief.
 - D. Preserving, to the extent possible, the daily school routine and pre-scheduled activities so as not to draw others into deeper levels of grief than they would normally experience.
 - E. Monitoring students' progress through the stages of the grief process.
 - F. Making the school's resources available to parents and guardians who become concerned about their child's reaction to a crisis.
- II. **Policy**
- A. **School Hours**
 - 1. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
 - 2. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.
 - B. **Access to School Facilities**
 - 1. The school's facilities may be used for funeral or memorial services during the school day only with consent of the administration, but not while school is in session.

2. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

C. Memorials

1. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on the school premises without board approval.

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

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

5030
Dating Violence

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

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

A copy of this policy shall be included in the student handbook.

Adopted on: November 14, 2011
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

5031
Student Appearance

Any manner of dress, hair style, make up, or personal cleanliness, that constitutes a threat to the safety, health, welfare, or morals of the student or others; that violates any statute; that interferes with the education process, or that school officials can reasonably predict will interfere with the education process; or that causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Reviewed: August 10, 2020

5032
Closed Campus

The school campus is a closed campus. All students shall remain on the school campus during the hours that school is in session unless released by the building principal or building principal's designee. The building principal or designee will release a student only upon confirming that the student has permission from a parent or an authorized adult. Nothing in this policy shall prevent the school from sending a student home when the student is ill.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5033
Student Driving and Parking

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. The speed limit on school property is five miles per hour. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools.

Students are to park appropriately and in the assigned areas on school property. Student parking shall not be permitted in bus loading zones. When the buses are loading or unloading, all vehicles must stop and wait for the loading or unloading process to be completed.

By driving a vehicle to school and parking on school grounds, students consent to having that vehicle searched by school officials if school officials have reasonable suspicion that such a search will reveal a violation of school rules.

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Revised on: June 13, 2016
Reviewed: August 10, 2020

5034
Handbooks

The student handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

**5036
Lockers**

Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particularized suspicion or reasonable cause.

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Reviewed: August 10, 2020

5038
Lunch Program

The superintendent shall be the administrator of school lunch program which shall be run in accordance with state and federal guidelines. All students shall eat in school facilities, unless they make special arrangements with the building principal or other school administrator.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5039
Money-Raising Activities

All money-raising activities shall require authorization by a member of the school district administration.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5040
Work Permits

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5041
Student Government

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation and scope of the student government shall be administered by the superintendent or designee.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5042
Bulletin Boards

Bulletin board or electronic publishing space may be provided for the use of students and student organizations for notices relating to matters of general interest to students. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.
2. All postings must identify the student or the student organization posting or publishing the notice.
3. Material shall be removed after a reasonable time to assure full access to the bulletin boards or electronic publishing media.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5043

School-Sponsored Publications

School-sponsored student publications and electronic media productions are part of the school district's instructional program. The board of education supports the development of student communication skills through school-sponsored newspapers, annuals, magazines, and electronic media including computer, video and digital productions.

Student publications and productions must conform to all good scholastic and professional journalistic standards. The board delegates to the superintendent of schools the right to prohibit dissemination of any school-sponsored publication or media production that does not conform to these standards, or which the superintendent or designee deems inappropriate for the school environment.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5046
Secret Organizations

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

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5047
Press Releases

All press releases regarding school-related activities and events must have administrative approval prior to being given to the media. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an as needed basis.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Revised on: March 14, 2016

Reviewed on: August 10, 2020

5048

**Emergency Response to Life Threatening Asthma or
Systemic Allergic Reactions (ANAPHYLAXIS)**

School employees will comply with the requirements of "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)". The district shall procure and maintain the equipment and medication necessary to implement the protocol.

The superintendent shall obtain the required signature(s) of one or more physicians licensed to practice medicine in Nebraska on the form entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol"). The superintendent shall publish this policy and Protocol in each employee handbook.

The superintendent shall arrange to have a qualified medical person train employees, and for training updates as necessary.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, **AND DEATH CAN OCCUR.** Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the symptoms may occur within seconds. The more immediate the reactions, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:

1. CALL 911
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement emergency protocol
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer medications (EpiPen and albuterol) per standing order
5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible
8. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility

STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:

- Administer an IM EpiPen-Jr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds
- Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back
- Administer CPR, if indicated

(PHYSICIAN)

Date

5049
Firearms and Weapons

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" is defined as any object that is designed to or may readily be converted to expel any projective by the action of an explosive or frame or receiver of any such weapon.

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" is defined as a firearm or any other object or material that is ordinarily or generally considered a weapon.

Exceptions Regarding Firearms. This prohibition 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; or
3. 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. **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; and

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;
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. Federal law requires that any student who brings a firearm, as that term is defined in 18 United States Code 921, to school be expelled from school for one calendar year. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a firearm or weapon on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be expelled for two semesters, suspended on a long-term basis or mandatorily reassigned. The superintendent of school shall have the authority to modify the expulsion requirement on a case-by-case basis.

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: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5050
Home Schools and/or Schools Not Meeting Approval and Accreditation
Regulations

Students in Nebraska may choose to be educated at a home school that meets the requirements of statute and the Nebraska Department of Education. The board of education encourages the parents and guardians of all school-age children who reside within the school district to enroll them in the public school or an approved or accredited private school so they may benefit from a well-planned education program and the socialization of a group environment.

The school district's administration will inform the appropriate agency of the names of all students who are school age and known not to be in attendance at a public, private, or parochial school that has met the requirements for legal operation prescribed in statute and the rules of the Nebraska Department of Education.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5051

Eye Examinations for Students

The parent(s) or guardian(s) of (1) all incoming students in the beginner grade and (2) all out-of-state transfer students must provide evidence of a vision examination by a qualified vision health care provider.

They must provide evidence of the vision examination within sixty days after the student's enrollment. The health care provider must test the student for amblyopia, strabismus and internal and external eye health, with testing sufficient to determine visual acuity.

Any parent(s) or guardian(s) who object to a vision examination must submit a signed and dated refusal form to the school. Parents or guardians who wish to receive information regarding free or reduced-cost visual evaluations may contact Kids Connection at (877)-NEB-KIDS or the Nebraska Optometric Association at (800) 766-4466.

Adopted on: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION**

I, _____ (parent or guardian name), am the parent or guardian of _____ (student name) who is enrolling in the beginner grade or seventh grade in HTRS Public Schools, or who is transferring from out of state into any grade in HTRS Public Schools:

I understand that state law requires that the school be provided with evidence of: (1) a physical examination, and (2) a visual evaluation. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the (check one or both):

physical examination
 visual evaluation

for the above named child. I will not hold HTRS Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child.

Dated this _____ day of _____, 20____.

Parent or Guardian

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 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 beverage 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 School 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 score boards 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 all 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 or 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:
 - i. It shall not be sold in competition with school meals in the food service area during the meal service.
 - ii. It shall not be sold or otherwise made available to student 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.
 - iii. The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements.
 - iv. This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during the 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 mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Acts, 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 9/2016 to reflect the USDA Final Rule) found at https://www.healthiergeneration.org/asset/wtqdw/14-6372_ModeWellnessPolicy.doc

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Revised on: March 14, 2016
Revised on: August 14, 2017
Reviewed on: August 10, 2020

5053

Self-Management of Diabetes or Asthma/Anaphylaxis

Upon receiving the written request of a student's parent or guardian and the written medical authorization described in the applicable provisions below, , the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis (referred to herein as "medical condition").

A student with diabetes must obtain written authorization to self-manage from the student's physician. The plan for a student with diabetes will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, and (d) be signed by the student's parent or guardian and the physician responsible for the student's medical condition.

A student with asthma or anaphylaxis must obtain written authorization to self-manage from the student's physician or from the health care professional who prescribed the medication for treatment of the student's condition. The plan for a student with asthma or anaphylaxis will (a) identify the health care services the student may receive at school, (b) evaluate the student's understanding of and ability to self-manage his or her medical condition, (c) permit regular monitoring of the student's self-management by an appropriately credentialed health care professional, (d) include the name, purpose, and dosage of the prescription asthma or anaphylaxis medication prescribed for such student, (e) include procedures for storage and access to backup supplies of such prescription asthma or anaphylaxis medication, and (f) be signed by the student's parent or guardian and the physician or other health care professional responsible for the student's medical condition.

The plan will permit the students to self-manage his or her medical condition in any part of the school or on school grounds during any school-related activity, or in a private location. The parent or guardian of a student for whom such a medical management plan has been developed shall sign a statement acknowledging that (a) the school and its employees and agents are not liable for any injury or death arising from a student's self-management of his or her medical condition and (b) the parent or guardian will indemnify and hold harmless the school district and its employees and

agents against any claim arising from a student's self-management of his or her medical condition. The student's parent or guardian will be personally responsible for any and all costs associated with any injury to school personnel or another student resulting from the a student's misuse of necessary medical supplies.

The district may prohibit a student who is self-managing his or her diabetic condition from possessing medical supplies for self-management and may establish other necessary and appropriate restrictions or conditions when the district determines that the student has endangered himself, herself, or others through misuse or threatened misuse of such medical supplies. The district will promptly notify the parent or guardian of any such prohibition, restriction, or condition.

The district may impose disciplinary consequences on a student with asthma or anaphylaxis who uses his or her prescription asthma or anaphylaxis medication other than prescribed. These disciplinary consequences shall not include limitations on the student's access to necessary medication. The district will promptly notify the parent or guardian of any disciplinary action imposed.

Adopted on: June 13, 2009
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Revised on: June 13, 2016
Reviewed: August 10, 2020

5055
Enrollment in Kindergarten

A child must reach the age of five on or before July 31st of the calendar year to be enroll in kindergarten. The school district will enroll a child who will reach the age of five between August 1st and October 15th of the year of enrollment if the parent or guardian requests such enrollment and provides an affidavit stating:

- (a) The child attended kindergarten in another jurisdiction in the current school year; or
- (b) The family anticipates relocating to another jurisdiction that would allow admission within the current year; or
- (c) The child has demonstrated through recognized assessment procedures approved by the board that he or she is capable of performing the work of kindergarten.

The recognized assessment procedures approved by the board are the Developmental Test of Kindergarten Readiness – Second Edition (DTKR-II) and Kindergarten Readiness Test (KRT).

The board delegates to the elementary principal responsibility for determining whether the conditions of this policy have been met.

Adopted on: November 14, 2011
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Reviewed: August 10, 2020

5056

Free Expression by Students

The board of education is responsible for providing a program of education for students in this district and is authorized to preserve order so that the system may function properly. Under the United States Constitution, students are entitled to assemble peaceably and to express ideas and opinions, privately or publicly, provided that their activities do not infringe on the rights of others and do not interfere with the operation of the education program.

Students are prohibited from engaging in any willful activity that interferes with the orderly operation of the educational program or offends the rights of others. The board specifically prohibits any assembly or public expression that materially disrupts instruction; is obscene, slanderous, or grossly prejudicial to an ethnic, national, religious, or racial group or to either gender; advocates the use of substances that are illegal to minors; incites violence or urges the violation of law or school rules. Violators will be disciplined in accordance with law and board policy; staff members who assist students in improper conduct are subject to disciplinary measures.

The building principal is responsible for identifying and resolving disruptions in any school building and may summon law enforcement officers as deemed necessary.

Adopted on: November 14, 2011

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5058

Threat Assessment and Response

[Team Concept]

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

1. Obligation to Report threatening Statements or Behaviors.

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

2. Threat Assessment Team

The threat assessment team (team) shall consist of at a minimum: the superintendent of schools, building principal(s), and local law enforcement. It also could include the school nurse, guidance counselor, members of the mental health profession who would be willing to work with the school. (It should not include parents or board members.) The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response.

3. Threat Assessment Investigation and Response

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about

the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

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

4. Communication with the Public about Reported Threats

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence if that individual is a minor.

Adopted on: November 14, 2011

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5059
Emergency Medical Treatment

If a child becomes ill or is injured while at school or while being supervised by a member of the school district's staff, the staff member shall promptly render first aid and, when appropriate, summon rescue squad assistance. Staff will promptly notify a student's parent or guardian when a student needs medical attention.

The school district is not qualified under law to comply with directives to physicians limiting medical treatment and will not accept such directives. School district staff members will not honor "do not resuscitate/do not intubate" (DNR/DNI) orders, requests for transport to particular medical facilities and the like. Parents/Guardians must arrange for all such requests with rescue squad and medical providers directly.

Adopted on: November 14, 2011

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Reviewed: August 10, 2020

5062
Lice and Nits

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

Students will not be permitted to return to school until the district finds that no live lice or fleas can be detected. The parent(s) or guardian(s) will be required to treat the student at their expense 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: July 8, 2013
Reviewed on: August 12, 2013
Reviewed on: March 14, 2016
Revised on: October 10, 2016
Revised on: June 11, 2018
Revised on: August 10, 2020

5067
Problem Solving Team Process

Pursuant to the Rules of the Nebraska Department of Education, the school district uses general education problem solving teams (PSTs). PSTs consider and create problem-solving and intervention strategies to assist classroom teachers to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

All teaching staff must:

- 1) Support the PST process by appropriately referring students who may benefit from the PST process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the PST.

The failure to support the PST process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

Adopted on: August 14, 2017

Revised on: August 10, 2020

6001
School Organization

The school district shall be organized under a system whereby preschool through 5th grade shall be designated the elementary school, grades 6 through 8 shall be designated the middle school, and grades 9 through 12 shall be designated the high school.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Revised on: March 14, 2016

Reviewed on: August 10, 2020

6002
School Calendar

The superintendent shall propose the calendar for each school year. The board will approve and/or amend the proposed calendar. The calendar shall provide for sufficient instructional time to meet or exceed the requirements of state statutes and regulations, and should provide time for staff orientation, in-service and curriculum work.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6003
Instructional Program

1. The minimum number of instructional hours in the school year will be 1032 for first through eighth grade students, 1080 hours for grades nine through twelve and time equivalent to 400 hours for kindergarten students, exclusive of lunchtime.
2. The district may establish special programs for individual students that may deviate from these requirements when, in the opinion of the superintendent or his/her designee, the programs will further the student's educational needs. All special programs must be arranged and approved by the administration with authorization from the student's parents or guardian.
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: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6004 Curriculum Development

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 standards shall be the same as the measurable model academic content standards in reading, writing, mathematics, science, social studies, and any other academic areas adopted by or required by the State Board of Education and shall cover at least the same grade levels required by the State Board. The curriculum shall be articulated preK-12 and 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.

Adopted on: August 10, 2009
Reviewed on: July 14, 2014
Revised on: March 14, 2016
Reviewed on: August 10, 2020

6005
Academic Credits and Graduation

The district shall accept credits toward graduation that were awarded by an accredited school district, and shall award a diploma to an option student if the student meets the district's graduation requirements.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6006
Commencement Ceremony

The district shall conduct a commencement ceremony for members of the senior class at the end of the school year. Participation in the ceremony is a privilege, not a right, and the superintendent or his/her designee may prohibit students who have violated conduct rules from participating in the ceremony as a consequence for the misconduct.

Only those students who have completed all graduation requirements (i.e., completed the required coursework or achieved the goals set in the student's individual education plan) will be allowed to participate in commencement exercises.

Adopted on: August 10, 2009
Reviewed on: July 14, 2014
Reviewed on: March 14, 2016
Reviewed on: August 10, 2020

6007
Senior Recognition

The school district will recognize the outstanding academic achievement of its graduating seniors by their cumulative grade point average.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6008 CLASS RANK

Student class rank shall be determined by using a weighted 5.0 grading scale. Classes that receive the 5.0 weighting are listed below. All other courses will be calculated using the regular 4.0 scale. The weighted 5.0 scale will be used as the official HTRS grade point average and class rank.

Students must be enrolled in the district's high school the last two semesters to be eligible to be included in class ranking.

Core classes shall include all of the listed Courses/Classes in:

Business
Mathematics
Language Arts
Social Studies
Science
Fine Arts
Industrial Arts
Family Consumer Science
Physical Education
Careers
Foreign Language

Weighted Classes:

Accounting II
Algebra II
Geometry
Calculus
Trigonometry
Statistics
College Prep English 11 and College Prep English 12
Fundamentals of Speech
CP American History
CP American Government
Psychology and Sociology
Biology II
Anatomy
Chemistry I and Chemistry II
Physics
Applied Physics
Mechanical Drawing
CAD
Spanish II, III and Spanish IV
Dual Credit Classes

All classes that are NOT weighted will be awarded GPA on a 4 point grade scale:

Business
Mathematics
Language Arts
Social Studies
Science
Fine Arts
Industrial Arts
Family Consumer Science
Physical Educations (except weights and conditioning)
Careers
Foreign Language

	<u>4 Point GPA Scale</u>	<u>5 Point GPA Scale</u>	<u>Percentage GPA Scale</u>
A+	4.0	5.0	98-100%
A	4.0	5.0	95-97%
A-	4.0	5.0	93-94%
B+	3.75	4.75	91-93%
B	3.5	4.5	88-90%
B-	3.0	4.0	86-87%
C+	2.75	3.75	84-85%
C	2.5	3.5	80-83%
C-	2.0	3.0	78-79%
D+	1.75	2.75	76-77%
D	1.5	2.5	72-75%
D-	1.0	2.0	70-71%
F	0	0	Below 70

Adopted on: August 10, 2009

Revised on: July 9, 2012

Reviewed on: December 10, 2012

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Revised on: November 14, 2016

Reviewed on: August 10, 2020

6009

Grade Placement of Transfer Students

Subject to a determination on grade placement based on the criteria set forth below, a student transferring from an accredited school will generally be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

Elementary Level Students

The appropriate level of placement for elementary level students may be determined by, but not limited to, consideration of the following information:

- Chronological age.
- Previous public school or private school experience.
- Diagnostic test data.
- Achievement test data.
- Criterion referenced test data.

Secondary Level Students

The appropriate level of placement for secondary students may be determined by, but not limited to, consideration of the following information:

- Chronological age.
- Previous public school or private school experience.
- Standardized achievement test data.
- Criterion referenced test data.
- Final examination test data.
- Diagnostic test data.

A student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to earn a high school diploma. Credits earned in grades 9-12 at an accredited school will be counted toward high school graduation requirements. Credits from a home school and/or a non-accredited school will not be counted toward high school graduation requirements.

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a foreign country.

Adopted on: August 10, 2009
Reviewed on: July 14, 2014
Reviewed on: March 14, 2016
Reviewed on: August 10, 2020

6010
Special Education

All children, regardless of their handicapping condition, are entitled to a free appropriate public education and an equal opportunity for education according to their needs. The district will follow the rules and protocols created by the Nebraska Department of Education and the United States Department of Education in identifying, evaluating, verifying and serving students who may be entitled to rehabilitation or special education services.

The school district shall provide special education and rehabilitative services only to children with verified disabilities and qualifying conditions.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6011
Fire Instruction and Prevention

The school district will provide regular periods of instruction in fire danger and fire prevention, and will observe State Fire Day.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6012

Flag Display and Patriotic Observances

The district shall display the flags of the United States of America and the State of Nebraska prominently on the grounds of every school building each day that school is in session.

Each building principal shall be responsible for the care and display of the flags at his/her assigned building, and shall adhere to the rules and customs pertaining to the use and display of the flags as set forth in the United States Code.

Staff and students may recite the Pledge of Allegiance at the beginning of each school day. Students will be excused from reciting the pledge upon the written request of their parents/guardian.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6013
Teaching Controversial Issues

The ability to discuss, listen, and dissent are essential elements of responsible citizenship. The school district encourages students to develop skills in analyzing issues, respecting the opinion of others, distinguishing between fact and opinion, considering all pertinent factors in reaching decisions, and arriving at group decisions.

Teachers may teach or lead discussions about controversial issues if they comply with the following criteria:

1. The issues discussed must be relevant to the curriculum and be part of a planned educational program.
2. Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
3. The teacher must encourage students to consider and discuss a variety of viewpoints.
4. The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
5. The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
6. The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
7. Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda kind through any classroom or a school device; however, a teacher shall not be prohibited from expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Teachers who are unsure of their obligations under this policy must confer with their principal prior to discussing controversial issues in the classroom.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6014

School Attendance on Days of Scheduled Activities

Students must attend a minimum of one-half day of regularly scheduled classes on the day they participate in any student activity.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6015
Summer School

The school district may conduct a summer school program to provide additional educational opportunities for students who need remedial instruction and/or to enrich students' educational experiences. Students may earn credit toward high school graduation that may result in a revision of class placement in the high school, but such advance placement is not guaranteed.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6016
Homebound Instruction

The school district may provide a student with instruction in his or her home and under parental supervision if the student is physically or mentally ill or injured and unable to attend regular classes for an extended period of time. Homebound instruction shall be provided when the student's physical and mental condition are such that the student can benefit from instruction and no other provision will meet the student's educational needs. The superintendent or his/her designee will determine when homebound instruction is appropriate, after conferring with the student's parents, teacher(s) and/or physician.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6017 Homework

Homework consists of assignments made by teachers that students must complete during non-class time. Homework is intended to ensure student learning of certain concepts and/or skills found in the written and taught curriculum.

Teachers are encouraged to assign homework and must use their professional judgment in determining the length, difficulty, and student readiness to proceed with homework assignments.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6018 Grades

The school will report student grades and/or academic progress to parents at least four times per year. The superintendent or his/her designee shall develop and implement student grading guidelines to be used by teachers. The objective of grading guidelines shall be to quantify and report the academic achievement of each student.

A student's academic grade shall not be reduced because of disciplinary reasons. This policy shall not apply when a student's grade is reduced because of work the student missed because of an unexcused absence, during a suspension or dismissal period.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on March 14, 2016

Reviewed on: August 10, 2020

6019

Communication with Parents

Effective communication between home and school is crucial to students' educational success. Both teachers and parents must work to communicate frequently about students' progress. Methods of communication include, but are not limited to, parent-teacher conferences, e-mail, telephone contact, school visitation by parents and home visitation by teachers. Teachers must notify parents about unsatisfactory student work promptly and prior to the end of a grading period.

The school calendar will provide opportunities for formal parent-teacher conferences. The conferences need not be limited to these days; they should be scheduled at times that will allow adequate time for an effective conference.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6020
Multi-Cultural Education

The school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6022

Section 504 Grievance Procedure

The school district will provide appropriate services to all children who qualify for them under Section 504 of the Rehabilitation Act of 1973.

1. Complaints concerning entitlement to student services under Section 504 should be filed with the school district's 504 Coordinator, which is the Administration or his/her designee. All complaints must be in writing and signed by the person making the complaint.
2. The coordinator will conduct an initial review of the complaint and attempt to effect a solution. If the coordinator cannot resolve the complaint, the complaining party will be so advised in writing. In reviewing the complaint, the coordinator will meet with the complaining party, the complaining party's representative(s), and appropriate school district personnel including, but not limited to, the child's teacher(s) and school counselor.
3. If the coordinator does not resolve the complaint, the parties may agree to consult with a mediator from the Department of Education.
4. If the parties are unable to resolve the complaint through mediation, the party filing the complaint will be advised of the right to file the complaint with the Office of Civil Rights, U.S. Department of Education, Region VII, Kansas City, Missouri, or to initiate judicial remedies as permitted by law.
5. All meetings that the complaining party is to attend shall be scheduled at a time convenient to both the complaining party and the coordinator.

Adopted on: August 10, 2009

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6024 STUDENT DISCIPLINE

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

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

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

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

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

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or

- attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
 11. A repeated violation of any of the following rules, or a single violation if the conduct is forbidden by Nebraska law, if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as

defined below. Initiations are prohibited except by permission of the superintendent.

- i. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault;
- j. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send 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;

- k. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; and
- l. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

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

parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Adopted on: August 10, 2009
Reviewed on: August 11, 2014
Reviewed on: Mar 14, 2016
Revised on: June 13, 2016
Reviewed on: August 10, 2020

6025

Student Cell Phone and Other Electronic Devices

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy. "Electronic device" includes beepers, pagers, i-pods, mp-3 players and any other device that stores and communicates data by electronic means.

Students may use cell phones or other electronic devices on the school sidewalks and in the common areas of the school before and after school, so long as they do not create a distraction or a disruption. High school students may use their phones during their lunch time.

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 or be locked in a personal vehicle. Students may use i-pods and other mp-3 players in classrooms with the express permission of the classroom teacher.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, e-mails 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 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 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 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: August 10, 2009

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Revised on: November 12, 2018

Reviewed on: August 10, 2020

6026
Emergency Dismissal

The superintendent is responsible for determining when school and/or extracurricular activities should be cancelled or dismissed due to severe weather or other emergency conditions. Coaches and/or sponsors may not conduct practices on days that school is cancelled without first securing the superintendent's specific permission.

Adopted on: August 10, 2009
Reviewed on: August 11, 2014
Reviewed on: March 14, 2016
Reviewed on: August 10, 2020

6028

The Extracurricular Activities Program

1. General Purpose

- a. The extracurricular program includes noncurricular activities which are sponsored by the school district. These activities include sports, speech, plays, music performance groups and other activities which are sponsored by the school.
- b. Extracurricular activities are an important part of the total school experience, but are secondary to the academic program and must be kept in that perspective.
- c. Extracurricular activities **do not** include:
 - i. co-curricular activities such as band and choir, in which students must participate as part of the requirements for enrollment in and receiving a grade for a particular course.
 - ii. student-initiated, non-curriculum related student groups which are permitted to hold meetings and events on school premises. These groups are not school-sponsored and are not governed by this policy or other policies and rules governing extracurricular groups.

2. Governance

- a. All extracurricular activities shall be under the exclusive governance and control of the school district. This control includes, but is not be limited to, the formation, naming, structure, operation, financing, and discontinuance of all extracurricular activities. Extracurricular activities shall not have any separate or individual existence, status, rights, or authority.
- b. Students and sponsors will be governed by all board's policies and administrative rules including the policy on field trips when traveling for extracurricular activities.

3. Student Eligibility

- a. Students are encouraged to participate in extracurricular activities. Participation shall be open to and limited to all students who are currently enrolled in the school district on a voluntary basis.
- b. Extracurricular activities may establish academic or course

enrollment qualifications for participation if such qualifications are necessarily related to the purposes of the activity.

- c. Standards for scholastic eligibility for students wishing to participate in extracurricular activities shall be set by the administration and shall be consistent with at least the minimum standards provided by the NSAA.
- d. All students in grades 7-12 who participate in athletics must have a physical examination by a qualified health care provider at the student's expense.
- e. Students who wish to participate in extracurricular activities must abide by the student code of conduct, the extracurricular code of conduct and any additional rules set by the activity sponsor.

4. Sponsors

- a. Each extracurricular activity must have a sponsor who is a member of the district's certificated staff or a selected community volunteer who is qualified by virtue of education, training, experience, or special interest to serve as the sponsor.
- b. The superintendent or his/her designee will assign activity sponsors. Payment to sponsors will be negotiated with the sponsor based on the terms of any applicable collective bargaining agreement, the sponsor's training and experience and any other lawful criteria. Sponsors serve in their capacity as a sponsor at the will of the superintendent, who is specifically empowered to remove an activity sponsor in the superintendent's sole discretion.
- c. Sponsors shall be required to: develop materials, activities, and a budget; promote membership and participation; communicate with the principal or designee, staff, students, and parents; schedule meeting dates and locations; plan meaningful experiences; supervise students during activities; evaluate and make recommendations; and submit a year end report to the principal or designee.

Adopted on: August 10, 2009

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6029
Activity Trips

Students must travel to and from all activities in the transportation provided by the school. A student may travel home from an activity with his/her parent or guardian if the activity sponsor has personally released the student to the parents' custody. The superintendent may prohibit any student who misbehaves while on school-sponsored trips from attending future trips.

Students must comply with the board's policies on field trips as well as the student code of conduct, the extracurricular code, and all directives of a sponsor or chaperone while on activity trip.

Adopted on: August 10, 2009
Reviewed on: August 11, 2014
Reviewed on: March 14, 2016
Reviewed on: August 10, 2020

6030

Public Appearances of School Groups

Community-school relationships are enhanced when student groups appear at community functions. Therefore, the board encourages student groups to appear at public events, subject to the following requirements:

1. Activity sponsors must secure the permission of their building principal before booking a student group at a public event.
2. Student groups may not perform at a political rally without permission from the superintendent and prior notice to parents.
3. The policies and rules that apply to field trips also apply to student group appearances in public.

Adopted on: August 10, 2009

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6033

Restraint and Seclusion of Students

Restraint and seclusion are behavioral interventions, not educational techniques. They are limited to exigent circumstances and situations that necessitate their use to protect the safety of the student, other students, staff and property. When used as safety intervention, they should be used as methods of last resort. When used as behavior intervention, they must be used according to the terms of this policy.

This policy does not cover interventions such as voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider have indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

I. Seclusion

A. Definition

1. Seclusion is a last resort emergency safety intervention that provides an opportunity for the student to regain self-control. Seclusion is the confinement of a student in a room or other space from which the student is physically prevented from leaving and which provides for continuous adult observation of the student.
2. A room or area used for seclusion:
 - a. must not be locked;
 - b. must not prevent the student from exiting the area should staff become incapacitated or leave that area;
 - c. must provide for adequate space, lighting, ventilation, viewing, and the safety of the student.

B. Timeout

1. Timeout is a behavior intervention in which a student, for a limited and specified time, is placed in an environment where access to positive reinforcement is unavailable.
2. Timeout should not be confused with seclusion because a student's movement in a timeout setting is not physically restricted.

3. Timeout lies within a continuum of procedures that help students self-regulate and control their behavior.
- C. Seclusion is inappropriate for students who are severely self-injurious or suicidal.
- D. Time and Duration
1. Emergency seclusion should be used only as long as necessary to allow a student to regain control of his/her behavior, but generally:
 - a) Elementary school students – no longer than 15 minutes; and
 - b) Middle and high school students – no longer than 20 minutes.
 - c) If an emergency seclusion lasts longer than the suggested maximum time, the staff member should:
 - (1) summon additional support (e.g., change of staff, introducing a nurse or specialist, obtaining additional expertise); and
 - (2) document the need to explain the extension beyond the time limit.

E. Staff Requirements

While using seclusion, staff must:

1. involve appropriately-trained key identified personnel to protect the care, welfare, dignity, and safety of the student;
2. continually observe the student in seclusion for indications of physical distress and seek medical assistance if there is a concern; and
3. document observations.

II. Restraint

There are three types of restraint: physical, chemical, and mechanical.

A. Physical restraint involves direct physical contact that prevents or significantly restricts a student's movement.

1. Restraint is a last resort emergency safety intervention. Restraint is an opportunity for the student to regain self-control.
2. This policy on physical restraint is not intended to forbid actions undertaken:
 - a. to break up a fight

- b. to take a weapon away from a student
- c. to hold a student briefly in order to calm or comfort
- d. to escort a student physically from one area to another location within the school building
- e. to assist a student in completing a task/response if the student does not resist or resistance is minimal in intensity or duration.
- f. to hold a student briefly in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).

B. Chemical restraint is the administration of medication for the purpose of restraint.

1. The school district will not, under any circumstances, engage in chemical restraint.
2. Chemical restraint does not apply to medication prescribed by and administered in accordance with the directions of a physician.

C. Mechanical restraint means the use of any device or material attached to or adjacent to a student's body that restricts normal freedom of movement and which cannot be easily removed by a student.

1. Mechanical restraint does not include:
 - a. an adaptive or protective device recommended by a physician or therapist (when it is used as recommended).
 - b. safety equipment used by the general student population as intended (for example, seat belts, safety harness on school transportation).

III. Limitations in Use

- A. Seclusion and/or restraint shall not be used:
1. for the convenience of staff;
 2. as a substitute for an educational program; or
 3. as a form of discipline/punishment.

IV. Recurring Behavior

- A. If a pattern of behavior emerges, or is anticipated, which may require the use of emergency seclusion, the school personnel must:
1. conduct a functional behavioral assessment;

2. call a meeting of the student's IEP team to develop or revise a positive behavior intervention plan to facilitate the reduction or elimination of the use of seclusion and/or restraint

B. Given the limited size and training of the school district's staff, students whose behavior routinely requires seclusion and restraint may not be able to be served in the school district and may require a placement out of the school district.

V. Prohibited Practices

A. The following are prohibited under all circumstances, including emergency situations:

1. corporal punishment;
2. the deprivation of basic needs;
3. anything that constitutes child abuse;
4. the seclusion of preschool children; and
5. the intentional application of any noxious substance(s) or stimuli which result in physical pain or extreme discomfort.

Adopted on: October 12, 2009

Reviewed on: August 11, 2014

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6034

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:

- a. 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
 - Sports Safety International
 - Concussion Wise
 - ACTive™ Athletic Concussion Training for Coaches; and
- b. 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:
 - 1 The signs and symptoms of a concussion;
 - 2 The risks posed by sustaining a concussion; and
 - 3 The actions a student should take in response to sustaining a concussion, including the notification of 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 healthcare 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.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall be the guidance provided by the Nebraska Department of Education entitled "Bridging the Gap from Concussion to the Classroom," and accompanying materials and future supplements. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

Adopted on: March 9, 2015

Reviewed on: March 14, 2016

Reviewed on: August 10, 2020

6035

Athletic Contest Participation by Sixth Graders

If there are fewer than 12 boys or 12 girls in the combined enrollment of the seventh and eighth grades when those grades are part of the elementary school system, sixth grade students may participate in athletic contests between schools, within a school system, or between school systems if the school administration judges that it is appropriate after taking into consideration the competition's nature and value to the students, its physical requirements and dangers, and the sixth grade students' ages, physical and mental abilities, maturity, skills, and preparation for the competition. Otherwise, pupils in kindergarten through the sixth grade may not participate in any kinds of athletic contests between schools, within a school system, or between school systems except as provided in this policy or as otherwise allowed by law. This prohibition does not apply to annual field or play days.

Adopted on: August 14, 2017

Reviewed on: August 10, 2020

6036

Reading Instruction and Intervention Services

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

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

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

Reviewed on: June 11, 2018

Adopted on: July 9, 2018

Reviewed on: August 10, 2020

2002
Organization of the Board, Board Officers, Check Signing, and
Committees

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.

- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall serve in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district.
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary.

4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
 - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
 - iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

5. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
 - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;

- ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
- v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a

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

3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event;

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

6. Vacancies

a. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: July 13, 2009
Revised on: November 9, 2009
Reviewed on: March 11, 2013
Reviewed on: March 13, 2016
Revised on: June 11, 2018
Revised on: September 16, 2019
Revised on: August 10, 2020

3034

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3039

Threat Assessment and Response

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

1. Definitions

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

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

2. Obligation to Report Threatening Statements or Behaviors.

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

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

3. Threat Assessment Team

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

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

4. Threat Assessment Investigation and Response

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

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

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

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

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

5. Communication with the Public about Reported Threats

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

6. Coordination with the Crisis Team After Resolution of Threat

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

Adopted on: August 14, 2017

Revised on: September 15, 2019

Revised on: August 10, 2020

3046 Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

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

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

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

III. THERAPY ANIMALS

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: August 14, 2017

Revised on: September 16, 2019

Revised on: August 10, 2020

3055

School Resource Officers

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

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

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

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

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

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

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

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

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

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

Reviewed on: August 10, 2020

Adopted on: September 14, 2020

3056 Guest Speakers

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

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

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

10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least 7 (seven) days prior to the proposed appearance and the speaker submitted materials upon receipt.

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

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

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

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 3 (three) days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

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

Reviewed on: August 10, 2020

Adopted on: September 14, 2020

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 the superintendent 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.

The superintendent may be contacted at the District Central Office, 810 Central Ave., Humboldt, NE 68376 or at 402-862-2151.

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 Resource 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: July 13, 2009

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Revised on: August 10, 2020

4062 Locker Room Supervision

Staff members, coaches, sponsors, and students must comply with the requirements of this policy while using locker rooms at the school district or at other locations.

Staff members, coaches, and sponsors must appropriately supervise students in locker rooms and other locations where students dress, change, or engage in similar activities. This supervision must occur at all times during curricular and extracurricular activities and includes, but is not limited to, the following:

- Entering and walking through the entire locker room at regular and irregular intervals to provide direct supervision and to assess student behavior.
- Maintaining an orderly locker room free from “horseplay” and other prohibited conduct.
- Maintaining a visual presence.
- Adequately addressing any misbehaviors.
- Escorting students to and from the locker room and the activity or instructional area.
- Unlocking the locker room so that students may enter, and locking the locker room after all students have exited the locker room.
- Searching the locker room to determine that all students have exited the locker room before locking it.
- Ensuring that the locker room remains locked during any activity.

If a student is found missing during an activity, the staff member, coach, or sponsor or adult designee shall check the locker room for the missing student.

The locker room must be locked at all times when unsupervised.

Only students whose team or activity is currently playing or are in-season or who are involved in a school-sponsored activity that requires or allows presence in the locker room are allowed access to the locker room before or after the regular school day.

Students are not allowed to enter or reenter the locker room without appropriate supervision.

If the staff member, coach, or sponsor is the opposite sex of the students, he or she may designate another adult of the same sex as the students to provide the required locker room supervision. This delegation does not remove ultimate responsibility from the staff member, coach, or sponsor who is subject to the obligations under this policy to ensure that such obligations are

met. By allowing their students to participate in an activity with a cross-gender coach, parents/guardians consent to the entry of the staff member or his or her designee into the locker room at any time as necessary to maintain student safety and order.

Staff members, coaches, and sponsors must remain with students until they are picked up by the parent, guardian, or other authorized person or the student leaves in his or her own transportation. Students must never be left unattended after a game, practice, or other school-sponsored activity. In other words, the staff member, coach, or sponsor should be the first one to arrive at the activity and the last one to leave.

Cell phones and other devices with visual or auditory recording capability may not be used in the locker room at any time or for any reason.

Under no circumstance may a staff member, coach, or sponsor delegate any responsibility under this policy to a student or other minor.

School administrators or their designees may make random checks to assess policy compliance.

Reviewed on: August 10, 2020

Adopted on: September 14, 2020

5016 Student Records

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

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

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be

limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

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

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

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

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

Adopted on: July 13, 2009
Revised on: August 12, 2013
Reviewed on: May 12, 2014
Reviewed on: March 13, 2016
Revised on: June 13, 2016
Revised on: September 16, 2019
Revised on: August 10, 2020

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.

Short-Term Suspension

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

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

The following process applies to short-term suspension:

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

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

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

expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;

9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, 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. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- 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; and
- n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

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

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

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

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

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of 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: July 13, 2009

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Revised on: June 11, 2018

Revised on: September 16, 2019

Revised on: August 10, 2020

5054 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” 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.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

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

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous Concern Box in the commons to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the

educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

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

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

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Reviewed on: March 14, 2019
Revised on: August 14, 2017
Revised on: June 11, 2019
Revised on: August 10, 2020

6020

Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

Philosophy, Mission, and Program Goals. The school district respects and appreciates cultural diversity and seeks to promote the understanding of unique cultural and ethnic heritage. The district will promote the development of a culturally responsible and responsive curriculum. The school district's program will explore the attitudes, skills, and knowledge necessary to function in various cultures.

District Guides, Frameworks, or Standards. Appropriate district staff and/or committee(s) will review the school district curriculum guides, frameworks, or standards to determine that they appropriately incorporate multicultural education.

Selecting Appropriate Instructional Materials. Appropriate school district staff and/or committee(s) will review instructional materials and make a recommendation regarding those that are appropriate for the school district's multicultural education program.

Providing Staff Development. Appropriate school district staff and/or committee(s) will review the staff development provided for administrators, teachers, and support staff to determine that it includes appropriate multicultural education that is consistent with school district and program goals.

Periodic Assessment. Appropriate school district staff and/or committee(s) will periodically review the school district's multicultural education program by reviewing the criteria in this policy to assess whether the school district is adequately and appropriately incorporating multicultural education in all curriculum areas in all grades.

Annual Status Report. The superintendent will provide the board with a report on the status of the school district's multicultural education program annually.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Revised on: August 14, 2017

Revised on: August 10, 2020

6021

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

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

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 100 miles of the building of the district where the child attends when driving by ordinary public roadways.
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.
6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services

recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.

7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

Adopted on: August 10, 2009
Reviewed on: February 13, 2012
Reviewed on: March 14, 2016
Revised on: June 11, 2018
Revised on: August 10, 2020

6033 Restraint and Seclusion of Students

Restraint and seclusion, as defined below, are behavioral interventions. The use of such behavioral interventions must be in accordance with this policy. The following interventions do not constitute seclusion and restraint, and are not governed by this policy: voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider has indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

Definitions

Physical restraint refers to a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint does not include incidental touching that comes along with movement inside a classroom, lunch line, or other areas of the school building where maintaining order is required.

Mechanical restraint refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- Restraints for medical immobilization; or
- Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Chemical restraint refers to the administration of medication for the purpose of restraint, but does not include the administration of medication in accordance with the directions and prescription of a physician with the consent of the student's parent or guardian.

Seclusion refers to the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

Use of Restraint and Seclusion

The use of chemical restraint is strictly prohibited. The use of any seclusion or restraint intervention for punitive or disciplinary purposes is strictly prohibited. Similarly, the use of any technique that constitutes corporal punishment, which is the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Seclusion and/or restraint shall not be used for the convenience of staff or as a substitute for an educational program. When restraint or seclusion is used to respond to the danger of harm posed by a student's behavior, the intervention shall be discontinued as soon as the danger of harm has dissipated.

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy:

- as reasonably necessary where the student's behavior risks causing physical harm to self, others, and property;
- in accordance with the student's IEP, Section 504, or behavior intervention plan; *or*
- as otherwise prescribed, recommended, or suggested by a medical or related services provider.

Procedures

No technique shall restrict a student's breathing, deprive a student of basic needs, or unnecessarily expose a student to physical pain or discomfort.

Seclusion shall not be used for students who are severely self-injurious or suicidal. When seclusion is utilized as permitted by this policy, the following procedures shall be followed:

- The student shall be monitored by an adult in close proximity who is able to regularly observe the student;
- The confining space shall be approved for such use, unless the use of such a space is impossible or impracticable under the circumstances;
- The confining space shall be appropriately lighted, ventilated, and heated or cooled; *and*

- The confining space shall be free from objects that unreasonably expose the student or others to harm.

If a pattern of behavior emerges that requires or is anticipated to require the use of restraint and/or seclusion for the student, the appropriate educators and/or team members shall review what assessments, evaluations, supports, services, programs, or placements are appropriate in light of the student's needs and circumstances.

Recording and Reporting

Each incident of restraint or seclusion must be recorded and reported as required by the building administrators.

Training

All staff members shall be provided notice of this policy and will be trained on its contents. The Superintendent or his or her designee will identify school staff members likely to implement the restraint or seclusion interventions authorized by this policy and arrange for those individuals to receive appropriate training on the appropriate implementation of such interventions and the use of other behavioral supports and interventions.

Adopted on: October 12, 2009
Reviewed on: August 11, 2014
Reviewed on: March 14, 2016
Revised on: August 10, 2020

Collaborative Plan Addressing Barriers to Attendance

Student Name: _____ Student Grade: _____

Building Assignment: _____

Classroom/Homeroom Teacher: _____

Number of student absences at time of meeting: _____

What are the primary reasons the student has been absent:

Based on that information, meeting participants considered the following issues:

- Illness related to physical or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to restorative justice practices or services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: _____

Attendance Plan

Based on the above considerations, this attendance plan will be put into place:

Steps to be taken by school staff:

Steps to be taken by student:

Steps to be taken by parent/guardian:

Steps to be taken by third parties:

Parent/Guardian*: _____

Student: _____

Attendance Officer: _____

Social Worker or School Administrator: _____

Other (indicate title): _____

Other (indicate title): _____

Other (indicate title): _____

Other (indicate title): _____

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement. ***Please note that if your student accrues more absences than are allowed by the board of education's policy, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).***

I have received a copy of this Plan, including the above notice:

Parent/Guardian*: _____

Student: _____

**If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.*

Adopted: August 10, 2020

**Guest Speaker Request Form
Assembly**

Teacher/Sponsor: _____

Date: _____

Proposed Date and Time: _____

Speaker: _____

Speaker Affiliation: _____

Purpose and Message of Presentation: _____

Speaker Qualifications: _____

I have read school district policy regarding guest speakers and have complied or will comply with all of its requirements.

Teacher

Date

Superintendent

Date

Approved: _____

Denied: _____

Reason: _____

Adopted: August 10, 2020

**Guest Speaker Request Form
Classroom or School-Sponsored Activity**

Teacher/Sponsor: _____

Date: _____

Class/Activity: _____

Proposed Date and Time: _____

Speaker: _____

Speaker Affiliation: _____

Purpose and Message of Presentation: _____

Speaker Qualifications: _____

I have read school district policy regarding guest speakers and have complied or will comply with all of its requirements.

Teacher

Date

Principal

Date

Approved: _____

Denied: _____

Reason: _____

Adopted on: August 10, 2020

5057
Combined District and School
Title I Parent and Family Engagement Policy

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

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

The school district recognizes the unique needs of student 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 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 program, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to improvement achievement. A goal of 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 the parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. The district will conduct an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy and School-Parent Compact. This evaluation will include meaningful parent and family involvement. The district will use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
8. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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

Adopted on: November 14, 2011

Revised on: August 12, 2013

Reviewed on: June 9, 2014

Reviewed on: March 14, 2016

Revised on: June 13, 2016

Revised on: April 9, 2018

Revised on: June 11, 2018

Reviewed on: August 10, 2020

HUMBOLDT-TABLE ROCK-STEINAUER SCHOOL DISTRICT
School-Parent-Student Compact
2020-2021

The Humboldt-Table Rock-Steinauer School District (“District”) and the parents of students participating in activities, services, and programs funded by Title I agree that this Compact 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 that will help children meet or exceed the District’s standards.

School Responsibilities:

We, as the faculty and staff of the District, will:

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

Parent Responsibilities:

I, as a parent, will support my child’s learning in the following ways:

- Value and support my child’s attendance at school.
- Ensure that homework is completed.
- Promote positive use of my child’s extracurricular time.
- Participate in parent groups that support the district’s students.
- Endeavor to stay informed about my student’s progress and request updates as needed.

Student Responsibilities:

I, as a student, will share the responsibility to improve my academic achievement in the following ways:

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

Adopted on: June 11, 2018

Revised on: September 16, 2019

Reviewed on: August 10, 2020

Compact as part of Policy 5057 – Title I Parent and Family Engagement Policy

5001

Compulsory Attendance and Excessive Absenteeism

“School success is 90 percent showing up; the other half is mental.” Yogi Berra

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on Compulsory Attendance and Excessive Absenteeism.

Required Attendance

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

Mandatory Attendance Age

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

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

Discontinuing enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1, of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who

satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district, until the beginning of the following school year, unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

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

Attendance Officer

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

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
 - a. Absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
 - b. Absences when the Nebraska State Patrol confirms, in writing, that weather conditions have made the roads impassable, so that the student's attendance is impracticable or impossible;

- c. Student attendance at a school-sponsored activity;
 - d. Student has been suspended or expelled from school by the school district; and
 - e. Absences required by law enforcement, child protective services, or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, and routine medical appointments are simply “absences.”
 4. Upon return from every absence or partial-day absence, students may remain after school for 30 minutes to meet with teachers, work on missed assignments, or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student’s classroom teacher(s).
 5. Students must not be absent from any course more than six days, in any given quarter, in order to earn academic credit for that course for that quarter. Students who lose credit in any given course, due to absences, may appeal that loss of credit to his/her building principal.

Attendance Incentives:

Building principals will establish attendance incentives for their students. Those may include:

- Special recognition of students who have 95% or greater attendance each quarter,
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester,
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance.

At the conclusion of each quarter, building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

When students are absent from school, district staff will respond as follows:

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student’s third absence in any given quarter, the school’s attendance officer will schedule a meeting with the student’s parents or guardians. That meeting will be documented on the attached form.

- a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate),
- b. The meeting shall be documented,
- c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance.

Second State Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

Adopted on: July 13, 2009

Reviewed on: May 12, 20

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Revised on: April 9, 2018

Reviewed on: August 10, 2020

Acknowledgment of Receipt

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's policy on student attendance and have reviewed it.

Student Name _____

Student Signature _____

Date _____

Parent/Guardian Name _____

Parent/Guardian Signature _____

Date _____

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 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 \$35.

As with all school property, students may be charged for damage to such devices. The district may also charge a damage fee to cover damage costs to

- Football
Students must provide their own football shoes, undergarments, and mouth guards.
- Golf
Students must provide their own golf shoes, undergarments, and clubs.
- Softball and Baseball
Students must provide their own shoes, gloves, and undergarments.
- Track, Volleyball and Wrestling
Students must provide their own shoes, gloves and undergarments.
- Future Farmers of America
Students must purchase half of the cost of their own jackets.

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. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

8. Transportation Costs.

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

9. Copies of Student Files or Records.

The district may 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.

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. Please refer to LEAP (Learn, Explore and Play) Handbook.

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.

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-6
 - Regular Price \$1.70
 - Reduced Price \$.30

- Breakfast Program – Grades 7-12
 - Regular Price \$1.70
 - Reduced Price \$.30

- Lunch Program – Grades K-6
 - Regular Price \$2.65
 - Reduced Price \$.40

- Lunch Program – Grades 7-12
 - Regular Price \$2.95
 - Reduced Price \$.40

13. Charges for Musical Extracurricular Activities.

For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes.
- Swing Choir Students must purchase outfits and shoes selected by the sponsor and/or student group.

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 may 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.

C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United State Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for materials for course projects and 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 the building principal.

D. Distribution of Policy.

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

E. Voluntary Contributions to Defray Costs.

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

F. Fund-Raising Activities

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

G. Student Fee Fund.

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

Adopted on: June 10, 2002
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Revised on: June 11, 2018
Revised on: July 8, 2019
Revised on: September 16, 2019
Reviewed on: August 10, 2020

List of Reviewed Policies

- 3001 Budget
- 3002 Deposits
- 3003 Bidding for Construction, Remodeling, Repair or Site Improvement
- 3005 School Activities Fund
- 3006 Controlling Receipts
- 3008 Gifts, Grants and Bequests
- 3009 Audit
- 3010 Insurance
- 3011 Transportation
- 3012 School Meal Program and Meal Changes
- 3013 Emergency Closings
- 3014 Use of School Property
- 3015 Time Away From School Activities
- 3018 Denying Access to School Premises or Activities
- 3019 Sale or Disposal of School Property
- 3024 Booster Clubs and Parent-Teacher Organization Policy
- 3026 Handbooks
- 3033 Lending Textbooks to Children Enrolled in Private Schools
- 3036 Purchasing (Credit) Card Program
- 3040 School Safety and Security
- 3041 Crisis Team Duties
- 3042 Construction Management At Risk Contracts
- 3043 Design-Build Contracts
- 3044 Incidental or De Minimis Use of Public Resources
- 3045 Use of Sniffer Dogs

- 4002 Drug Free Workplace
- 4004 Employment of Relatives, Domestic Partners and Significant Others
- 4005 Communication Between the Board and District Employees
- 4006 Insurance
- 4007 Personnel Records
- 4008 Outside Employment
- 4009 Restrictions on Employees Receiving Gratuities
- 4010 Inclement Weather
- 4011 Employee Leave Under the Family and Medical Leave Act (FMLA)
- 4011.1 Nebraska Family Military Leave Act
- 4014 Intentionally Left Blank
- 4015 Prohibition Against Employment of Board Members as Teachers
- 4016 Jury Duty/Service as Witness in Court
- 4017 Relations with Employee Collective Bargaining Associations
- 4018 Corporal Punishment
- 4019 Workplace Injury Prevention and Safety Committee
- 4020 Copyright Policy
- 4021 Family Military Leave
- 4022 Certification and Endorsements
- 4023 Professional Ethics

4024 Teachers' Rights, Responsibilities and Duties
4025 Superintendent
4026 Administrative Employees
4027 Part-Time Certified Employees
4028 Substitute Teachers
4030 Evaluation of Certified Employees
4031 Evaluation of Probationary Certified Employees
4032 Professional Growth
4033 Rights of Probationary Certificated Employees
4034 Teacher Handbook
4035 Rights of Permanent Certificated Employees
4036 Crisis Response Team Duties
4037 Reduction in Force
4038 Classified Staff Defined
4041 Staff Dress and Appearance
4042 Employee Social Security Numbers
4043 Professional Boundaries Between Employees and Students
4044 Staff Election Conduct
4045 Milk Expression
4046 Internet Searches Regarding Potential Employees
4049 Professional Ethics
4050 Overtime and Compensatory Time
4053 Conflict of Interest
4054 Reporting Child Abuse or Neglect
4056 Resignation of Certificated Staff
4057 Superintendent Evaluation
4059 Suicide Prevention Training
4061 Workplace or Non-Workplace Injuries or Illness and Return to Work

5002.1 Admission of Students Who Reside Out of the State of Nebraska
5003 Admission of Part-Time Students
5004 Option Enrollment
5006 Foreign Exchange Students
5007 Enrollment of Expelled Students
5009 Adult Education
5010 Immunizations
5011 Physical Examination of Students
5012 Basic Testing Program
5013 Use and Dissemination of Test Results
5014 Homeless Students
5015 Protection of Pupil Rights
5018 Parental Involvement in Education Practices
5019 Communicating with Parents
5020 Rights of Custodial and Non-Custodial Parents
5023 Student Illness
5024 Medication of Students
5025 Insurance Program
5026 Intentionally Left Blank

- 5028 Initiations and Hazing
- 5029 Crisis Response Policy
- 5030 Dating Violence
- 5031 Student Appearance
- 5032 Closed Campus
- 5033 Student Driving and Parking
- 5034 Handbooks
- 5036 Lockers
- 5038 Lunch Program
- 5039 Money-Raising Activities
- 5040 Work Permits
- 5041 Student Government
- 5042 Bulletin Boards
- 5043 School-Sponsored Publications
- 5046 Secret Organizations
- 5047 Press Releases
- 5048 Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (ANAPHYLAXIS)
- 5049 Firearms and Weapons
- 5050 Home Schools and/or Schools Not Meeting Approval and Accreditation Regulations
- 5051 Eye Examinations for Students
- 5052 School Wellness Policy
- 5053 Self-Management of Diabetes or Asthma/Anaphylaxis
- 5055 Enrollment in Kindergarten
- 5056 Free Expression by Students
- 5058 Threat Assessment and Response
- 5059 Emergency Medical Treatment
- 5062 Lice and Nits
- 5067 Problem Solving Team Process

- 6001 School Organization
- 6002 School Calendar
- 6003 Instructional Program
- 6004 Curriculum Development
- 6005 Academic Credits and Graduation
- 6006 Commencement Ceremony
- 6007 Senior Recognition
- 6008 Class Rank
- 6009 Grade Placement of Transfer Students
- 6010 Special Education
- 6011 Fire Instruction and Prevention
- 6012 Flag Display and Patriotic Observances
- 6013 Teaching Controversial Issues
- 6014 School Attendance on Days of Scheduled Activities
- 6015 Summer School
- 6016 Homebound Instruction
- 6017 Homework
- 6018 Grades
- 6019 Communication with Parents

- 6022 Section 504 Grievance Procedure
- 6024 Student Discipline
- 6025 Student Cell Phone and Other Electronic Devices
- 6026 Emergency Dismissal
- 6028 Extracurricular Activities Program
- 6029 Activity Trips
- 6030 Public Appearances of School Groups
- 6034 Concussion Awareness
- 6035 Athletic Contest Participation by Sixth Graders
- 6036 Reading Instruction and Intervention Services

KSB Revisions

- 2002 Organization of the Board, Board Officers, Check Signing, and Committees
- 2006 Complaint Procedure
- 3034 Intentionally Left Blank
- 3039 Threat Assessment and Response
- 3046 Animals at School
- 3055 School Resource Officers
- 3056 Guest Speakers
- 3057 Title IX Policy
- 4003 Drug Policy Regarding Drivers
- 4062 Locker Room Supervision
- 5001 Compulsory Attendance and Excessive Absenteeism
- 5016 Student Records
- 5035 Student Discipline
- 5045 Student Fees
- 5054 Student Bullying
- 5057 Combined District and School Title I Parent and Family Engagement Policy
- 6020 Multicultural Education
- 6021 District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations
- 6033 Restraint and Seclusion of Students

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SHARI RUSSELL, Paralegal

MEMORANDUM

To: KSB Policy Service Subscribers
FROM: KSB School Law
DATE: August 4, 2020
RE: Title IX Policy and Forms

As you know, the US Department of Education has made major changes in the regulations addressing how educational institutions must respond to allegations of sex harassment under Title IX. Schools must adopt revised Title IX policies no later than August 14, 2020. We have delayed in sending out this new policy in order to see if any of the several lawsuits challenging the new regulations would be successful in delaying the August 14 deadline. However, the time has come when your board must act in order to comply with the new regulations. Therefore, we have attached our suggested Title IX policy for your board's consideration.

Why is it so long? Trust us, we don't like sending you 22 page-long policies any more than you like receiving them. But the new regulations are extraordinarily detailed in what must be included in your Title IX policy. We have spent a lot of time making this policy as brief and understandable as possible. This is the end product of those efforts.

What do we have to do now? As you review this policy, there are four decisions the board will have to make for the school district:

1) Decide who will serve as Title IX Coordinator(s)

If you have been to one of our Title IX sessions, you know that the new regulations will require the district to have a Title Coordinator, a Title IX Investigator, Title IX Decision-maker, and a Title IX Appeal Officer. Of these roles, only the Title IX Coordinator is legally required to be an employee of the district. The Title IX Coordinator may serve as the investigator as well (although that may be too much of a workload for one administrator), but neither the Title IX Coordinator nor the investigator may be the same person as the decision-maker who determines responsibility at the end of the grievance process. As you will see in the policy, you are required to publish the name or title, and contact information, of your Title IX Coordinator on your website and in your handbooks. If you use KSB's full policy service including handbooks, the Title IX Coordinator is identified in your student and staff handbooks. You should make sure that this person knows that he/she has been designated as your Title IX Coordinator.

2) Decide if you want to change the burden of proof to "clear and convincing"

In section 5.7.2 on page 14 the draft policy adopts the "preponderance of the evidence" standard for Title IX investigations. The US Department of Education allows school districts the option of using a "clear and convincing" evidence standard. A preponderance of the evidence standard means that the evidence shows it is more likely than not that the accusations are true. A clear and convincing evidence standard is a higher bar of proof that requires a party to show that it is substantially more likely than not that the accusations are true. In other words, it is way harder for a school to impose consequences on a student or staff member if the district adopts the "clear and convincing" standard.

Schools are required to use the same standard for Title IX that you use for all other student discipline matters. You must also use the same standard of evidence for formal complaints against students as for formal complaints against employees, including those subject to your negotiated agreement. That means if you adopt the "clear and convincing" standard for Title IX, you'll also have to adopt it for your student code of conduct and for your negotiated agreement, which is subject to collective bargaining. We recommend against this, but if your board would like to adopt the "clear and convincing" standard, you should contact us and we will assist you in making the necessary policy revisions.

3) Decide how many days you will allow for an appeal

In section 5.8.1 on page 15 the policy provides that the parties to a Title IX investigation have 10 days in which to appeal the decision-maker's

decision. That timeline is not set by regulation and your board can make it longer or shorter if you so desire. We recommend 10 days to remain consistent with the other timeframes in the Title IX regulations. If you change this timeline, make sure it is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure your board has adopted elsewhere in policy. Also note that if you change the 10 day appeal timeline, you will also need to change that information on the relevant forms which are included with the policy.

4) Decide if you want to make it a violation of the code of conduct to knowingly make a false statement as part of a Title IX proceeding.

The regulations allow you to have a policy that makes it a violation of the student code of conduct to knowingly make a false statement or knowingly submit false information during the Title IX grievance process or any other school investigation. If you would like to be able to impose consequences on individuals who intentionally make false allegations as part of a Title IX investigation, you will need to amend your student discipline policy to include that in the list of prohibited actions. (If you adopted the KSB Policy Update to Policy 5035 which we sent out in our first set of 2020 policy updates, you have already made this change to your student code of conduct.)

Please note that the mere fact that a respondent takes a position in the grievance process that ends up being inconsistent with the ultimate determination of responsibility will not, in and of itself, provide you a basis to impose disciplinary consequences on the respondent for intentionally making false statements as part of a Title IX proceeding. Similarly, you can't punish every complainant who makes a complaint that is ultimately found to be without merit.

What Do We Have to Do After We Adopt the Policy? After you have reviewed the policy, made the decisions above and adopted it, you cannot simply put it in your policy book and call it a day. The new regulations require you to continue to put forth a lot of effort on this policy.

1) Notice and Publication

Section 12 and 13 of the policy on page 22 sets out the notice and publication requirements that the regulations mandate. You must include this policy on your district's website, and in your staff and student

handbooks. We know that many of you have already published handbooks for the 20-21 school year. We recommend that you distribute a copy of this policy to each student and staff member with a copy of the cover letter that we have included in our sample forms. Moving forward, you will have to publish this entire policy in both your student and employee handbooks each year. Additionally, you will provide notice of this policy to the following individuals:

- ❑ All families who file option enrollment applications with the district
- ❑ All individuals who apply for employment with the district
- ❑ All unions or professional organizations holding collective bargaining or professional agreements with the district (*we have included a sample cover letter for this purpose in our forms*)

2) Training

It will be obvious to anyone who looks at this policy that your administrative team will need a lot of training on how to implement it. The policy identifies the training that the district will provide beginning on page 8 in section 5.1.4. There are several sources for this training. KSB is developing modules of online training which staff can access on demand, and which will generate an appropriate "certification" at each level which your district can keep on file. To register for the training being offered by KSB, [click here](#). However, we are not the only source of training. Several entities, including NCSA, have held or will be holding virtual workshops on specific dates this fall, and other opportunities for training will be provided.

The new regulations specifically require you to train three groups of people:

a. Title IX Coordinators

The employee or employees who will serve as your Title IX Coordinator have always needed frequent training. The new regulations add several things about which Title Coordinators must be trained.

b. Title IX Investigators

Anyone who will investigate Title IX complaints on the district's behalf must receive the same training that Title IX Coordinators

receive. They also must specifically be trained on the legal standards of "relevance," "privilege," and "burden of proof/burden of production." Finally Title IX Investigators must be trained on how to write compliant Title IX investigation reports.

c. Title IX Decision-Makers

Anyone who will decide the outcome of Title IX grievances must receive the same training that Title IX Coordinators. They must have additional specific training on the legal standards of "relevance," "privilege," and "burden of proof." Finally, Title IX Decision Makers must be trained on writing Title IX decisions.

Although the regulations don't **specifically** require it, it will be impossible for your district to comply with the new regulations unless it provides training to a fourth group from your school community:

d. All staff and board members

Under the new regulations, **any employee or agent of the school district** who is aware of possible sexual harassment can create liability for the district if that staff member does not immediately report that harassment. We do not see any way to ensure that this obligation is addressed unless you train every staff member (including classified staff and community coaches) and every board member on how to identify and report sexual harassment.

If you have ALICAP as your school's insurer, you may be able to access a general training for your staff (but not your admins) through Safe Schools. Regardless of the source of your training, be sure that the vendor (1) allows you to post all of the training materials on your website; (2) maintains records of all the training received for at least 7 years; and (3) includes all of the legally-required elements of the training contained in the new regulations.

So did you put every possible item into the policy? Actually we didn't. The new regulations require colleges to allow in-person questioning of the victim and the respondent by the other party. The regulations say that this is also permitted but not required in a K-12 setting. We cannot fathom a kindergartner being cross examined by another student or parent, so we have omitted that from this policy.

Did you mention forms? Yes, we have attached a flowchart that illustrates the Title IX complaint process. At each stage of the process, we have linked to sample forms that the district can use in implementing this policy.

Any other policy changes this time around? Just a couple. This policy replaces 4014 and 5026, so those will now be “intentionally left blank.” We have also made minor edits to Policy 2006 to make the timelines in that policy match those in the new policy and to also make it clear that some but not all complaints about sex harassment are covered by the Title IX policy.

Handbook Updates. As discussed above, we know that many of you already printed and/or distributed your handbooks and will use the form cover letter to send students and staff the new policy as an effective addendum to the handbooks you published.

Some schools have been waiting to complete handbook updates, so we updated our form handbooks to include the new Title IX policy and to reflect revisions to Policy 2006. We have added the Title IX redline changes to the existing redline versions from our first round of updates from earlier this summer. Some subscribers may have made those changes, and if so you can ignore them. But this way you’ll have all of the proposed changes together.

Our form handbooks, including the redline versions, are only available to our Complete Policy Service Subscribers. They can be accessed only on the “Complete” service page, as usual. If you are not a KSB Complete Service subscriber, you should consult with one of the KSB attorneys or your district’s attorney to incorporate the handbook updates and ensure they are modified and distributed as required.

CONCLUSION

We know that you did not run for the board or get into school administration to read legal gobbledygook. We have tried hard to take extremely complicated and detailed regulations and boil them down. However, you will almost certainly have questions arise about the new Title IX requirements. We will provide more information about our online training in the next few days.

As always, please feel free to contact any of us if you have questions about any of these policy changes. Our group e-mail address is ksb@ksbschoollaw.com.

2006 Complaint Procedure

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

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

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

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

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the

educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

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

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

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

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

Adopted on: July 13, 2009

Reviewed on: March 11, 2013

Reviewed on: March 13, 2016

Revised on: June 11, 2018

Revised on: September 16, 2019

2006 Complaint Procedure

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

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

- c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;

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

- c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 calendar days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

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

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

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

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

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent

without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: July 13, 2009

Reviewed on: March 11, 2013

Reviewed on: March 13, 2016

Revised on: June 11, 2018

Revised on: September 16, 2019

Revised on: August 10, 2020

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

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

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

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

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

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

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

4. **Response to Sexual Harassment**

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

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

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
 - 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

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

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

5.3. Dismissal of Formal Complaint.

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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

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

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding

responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

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

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

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that

reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

5.10.1. The district will maintain for a period of seven years records of:

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial

proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances.**

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

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

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

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

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

district's obligations under this policy shall be deemed to be fulfilled and discharged.

Reviewed on: August 10, 2020

Adopted on: September 14, 2020



Sherri Edmundson <sherriedmundson@htrstitans.org>

Jami Ankrom's salary for 2020-2021

1 message

Kaytlyn Kennedy <kaytlyn.kennedy@unl.edu>
To: Sherri Edmundson <sherriedmundson@htrstitans.org>

Thu, Jul 30, 2020 at 9:18 AM

Dear Sherri and HTRS School Board Members,

First, thank you for your continued support of the 4-H Extension Assistant position in Richardson County, held by Jami Ankrom. The partnership between Nebraska Extension and HTRS allows Jami to provide a variety of educational programs to our local youth through school enrichment, after-school, and other human development programs. Second, I apologize that this request is coming so late. With everything happening this year and this summer since we returned to the office, this has slipped past my radar.

The University of Nebraska – Lincoln is asking for your continued partnership for the upcoming school year. In 2019, HTRS committed to fund 14% of the salary and benefits package for the above-mentioned position, totaling approximately \$8,647. Unfortunately, this year the University does not project and increase in salary. Salary and benefits for the 2020-2021 school year is estimated at \$61,045. A 14% commitment from HTRS for the 2020-2021 school year would total approximately \$8,546. If the School District would like to increase their commitment please consider the following approximations:

- 15%; approximately \$9,157
- 16%; approximately \$9,767

If the district is willing to continue their partnership with Nebraska Extension, please send a formal commitment letter to me via mail or email with the amount decided upon no later than August 10, 2020. If you would like to pursue the option of maintaining a commitment for more than one year at a time (for example, 2 years, 5 years, etc.) please let me know and I will look into the paperwork needed at the University level.

Once again, thank you for your continued partnership with Nebraska Extension. Please contact me with any questions or concerns.

**Kaytlyn Kennedy***Asst Exten Educator*

Nebraska Extension - Richardson County

1700 Stone, Courthouse, Falls City, 68355

402.245.4324

**Expenditure Report by Function/Object -
Detail_KW**

08/10/2020 12:09 PM

Regular; Processing Month 08/2020; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
6992	FEDERAL-REAP	0.00	809.40	0.00	1,300.08
6996	COVID / ESSER				
01 6996 132 000	COVID OVERTIME AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 222 000	COVID SOC SEC AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 232 000	COVID RETIREMT AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 282 000	COVID LTD/STD AIDE/PARA	0.00	0.00	0.00	0.00
01 6996 610 000	COVID/ESSER SUPPLIES	0.00	3,436.16	0.00	(7,018.00)
6996	COVID / ESSER	0.00	3,436.16	0.00	(7,018.00)
8000	TRANSFERS (OUTGOING)				
01 8000 912 000	TRANSFER TO HOT LUNCH	25,000.00	0.00	0.00	25,000.00
01 8000 913 000	TRANSFER TO ACTIVITY ACCT	50,000.00	0.00	0.00	50,000.00
01 8000 917 000	TRANSFER TO EE BEN FUND	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	75,000.00	0.00	0.00	75,000.00
9000	NON-PROGRAM EXPENDITURES				
01 9000 110 000	Kitchen Payroll	60,000.00	818.07	97.45	1,529.93
01 9000 210 000	KITCHEN GROUP INS	7,000.00	657.64	105.74	(401.96)
01 9000 220 000	KITCHEN SOCIAL SECURITY	5,000.00	62.23	87.10	644.82
01 9000 230 000	KITCHEN RETIREMENT	6,000.00	80.81	88.79	672.56
01 9000 280 000	KITCHEN LTD	1,000.00	27.39	28.95	710.46
01 9000 900 000	MISC EXP-expected carryover	1,800,000.00	0.00	0.00	1,800,000.00
9000	NON-PROGRAM EXPENDITURES	1,879,000.00	1,646.14	4.04	1,803,155.81
01	GENERAL FUND	9,364,282.00	518,793.75	72.99	2,528,872.74

2,528,873 left
 - 1,800,000 carryovers

 728,873

August 2020

19-20

2,528,873	left	
- 1,800,000	carryover	2,000,000
<u>728,873</u>		
- 82,643	Alicap	
- 29,485	Beatrice mechanical - boilers	
- 26,772	track concrete (#19,540)	
- 50,000	activity fund	
- 25,000	estimated bills remaining	
- 500,000	depreciation	
<u>14,973</u>	employee benefit	



1.75

Southeast Health District

COVID Yellow: Moderate Risk of COVID-19 Spread

General Public	Outside the Home – Work, Social, In Public	At Home
Physical Distancing	<ul style="list-style-type: none"> Consider staying at home most of the time, with caution for non-essential travel and work Distance at least 6 feet from anyone outside the home Work from home if possible Individual outdoor activities such as walking, biking, etc. are acceptable Cautious expansion of interactions with others, outdoor activities preferred Gatherings only with modifications for COVID-19 Events only as guided by ILCHD 	<ul style="list-style-type: none"> No distancing for people without symptoms, unless they are under quarantine as a result of being exposed to someone who is infected Self-isolation of symptomatic persons Outdoor activities with distancing are acceptable.
Face Covering	<ul style="list-style-type: none"> Face coverings suggested when unable to distance Face coverings for symptomatic people 	<ul style="list-style-type: none"> No face coverings for people without symptoms, unless they are under quarantine as a result of being exposed to someone who is infected Face coverings for symptomatic people
Hand Washing	<ul style="list-style-type: none"> Frequently wash hands for at least 20 seconds, especially after touching high contact surfaces, sneezing/coughing/touching face, or before eating Use hand sanitizer when handwashing is inaccessible or infeasible 	<ul style="list-style-type: none"> Frequently wash hands for at least 20 seconds, especially after touching high contact surfaces, sneezing/coughing/touching face, or before eating
Illness Monitoring	<ul style="list-style-type: none"> If ill with Flu-like or COVID-like symptoms, Stay at Home Minimize contact with symptomatic people Daily temperature checks at work 	<ul style="list-style-type: none"> Monitor for COVID-like symptoms
Disinfecting	<ul style="list-style-type: none"> Avoid bare hand contact with any high touch surface Use barrier such as paper towel or clothing when bare hand contact is unavoidable Wash hands or apply sanitizer after touching high contact surfaces Enhanced disinfection, especially for high contact surfaces (door/other handles, light switches, bathroom fixtures) 	<ul style="list-style-type: none"> Enhanced disinfection, especially for high contact surfaces (door/other handles, light switches, bathroom fixtures)
At-Risk or Vulnerable Population	<p>For adults over age 65, anyone with underlying health conditions, and other populations at heightened risk from COVID-19</p> <ul style="list-style-type: none"> Stay home as much as possible Rely on help for needs outside the home (groceries, medications, etc.) Distance from those working outside of the home 	

8/6/2020



1.33
Johnson County



1.67
Nemaha County



1.50
Otoe County



1.33
Pawnee County



1.42
Richardson County

July 13, 2020

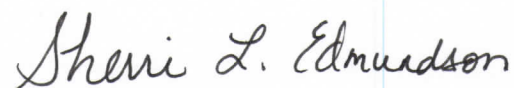
HTRS School Board

Please accept this letter of intent to retire effective June 30, 2021. It has been my pleasure to serve this district the past 6 years and hope only for the best for everyone in this district.

Please do not hesitate to contact me if I can help in any way while you are conducting a search for a new superintendent or even after my retirement.

I will continue to serve this district to the best of my ability through the upcoming school year until the date of my retirement.

Sincerely,

A handwritten signature in cursive script that reads "Sherri L. Edmundson".

Sherri L. Edmundson